

Purchase Order Terms and Conditions:

TIME: It is expressly agreed that time is of the essence and the Supplier agrees to deliver the material within the time and in the manner specified or within the time of such extensions as may be granted and Supplier shall be liable for any damages suffered by WBC due to failure of Supplier to deliver the work within the time specified herein, including but not restricted to that portion of liquidated and/or special damages asserted against WBC by the Owner for such delay period as WBC finds is attributable to the Supplier's late performance.

PAYMENT: WBC will pay undisputed amounts net 40 days upon (1) receipt of a fully executed purchase order, (2) receipt of a valid invoice and (3) WBC's acceptance of the goods or services. The Supplier will not invoice WBC until the goods have been delivered or services rendered. The prices for the goods and services within this Purchase Order are complete and include, but are not limited to, the purchase price, taxes, delivery, packaging, storage and insurance.

DELIVERY & ACCEPTANCE: All shipping, completion and delivery dates are firm. Shipment of goods will be FOB jobsite unless otherwise specified. The Supplier must suitably pack or otherwise prepare for shipment all goods to prevent damage in transit. The Supplier will ensure that all packaging and labeling complies with the laws of the destination jurisdiction. The Supplier must comply with all carrier requirements. Goods must be classified to secure the lowest possible shipment, insurance and duty rates. WBC may test or inspect all goods or services delivered, but WBC's inspection, testing or payment (or lack of inspection, testing or payment) is not an acceptance of goods or services or a waiver of any right or warranty and does not preclude WBC from rejecting defective goods or services.

ITEM APPROVAL: The order is contingent upon approval of items by the Owner and/or Engineer. The disapproval of items submitted shall be cause only at the option of WBC for cancellation of the order in its entirety without prejudice, penalty or cancellation charges by the Supplier.

EQUAL SUBSTITUTIONS: The Supplier shall be responsible for furnishing sufficient information to allow the Engineer to determine that the item proposed is equivalent or equal to that specified. The Supplier shall certify that evaluation of the proposed substitute shall not prejudice achievement of completion dates or cause delay in WBC's construction schedule. Any additional cost associated with a substitution (i.e., surety, Engineer's review fees, modifications, etc.) shall be borne by the Supplier. Changes to the scope of work in the order are valid only after a written change order has been executed.

INDEMNIFICATION: To the greatest extent of the law, the Supplier agrees to protect, indemnify, defend, and hold harmless WBC, the Owner and/or Principal, and their respective agents, servants, officers, directors, and employees from and against any and all costs (including but not limited to attorneys' fees), losses, liabilities and claims (including claims contractually assumed by WBC), or causes of action due to (a) the Supplier's failure to comply with the provisions of this purchase order or (b) injury (including death) to persons, including but not limited to employees of WBC, the Owner and/or Principal or the Supplier or (c) damages to property, including but not limited to property of WBC or Owner and/or Principal, arising directly or indirectly out of or in any way connected with the goods and services provided for in this purchase order.

CANCELLATION: WBC reserves the rights to cancel this order in whole or in part if delivery is not made in accordance with all the terms of this order.

TERMINATION: WBC may at any time terminate for convenience further performance of all or part of this Purchase Order by giving written notice to the Supplier. If the Supplier, for any reason, fails to ship or deliver goods or perform services within the times specified in this Purchase Order, WBC may, without liability (except for goods or services previously delivered and accepted), terminate this Purchase Order in whole or in part, by written notice to the Supplier, and the Supplier will be liable to WBC for damages that WBC incurs due to non-performance, including the excess cost for substitute goods or services.

COMPLIANCE WITH LAWS: The Supplier shall comply with all applicable federal, state and local laws and any rules, regulations and orders issued under such laws, including but not limited to, labor and employment laws, anti-kickback acts, worker's compensation requirements, and hazardous communication laws.

ARBITRATION: Any claim or controversy relating to this Purchase Order or the services provided hereunder will be resolved by binding arbitration in Wilmington, New Hanover County, North Carolina.