

GENERAL TERMS AND CONDITIONS

1. Preamble

These General Terms and Conditions shall apply to all agreements by and between SlideMoor, LLC and its affiliates ("Company") and the Dealer ("Dealer") as identified and set forth in the Dealer Agreement and Purchase Order.

Dealer shall purchase goods; services; and/or written work product (including but not limited to studies, reports, evaluations, designs, drawings, maps, plans) or other materials utilized or developed in connection with services (hereinafter "Work") from Company pursuant to the Dealer Agreement, Purchase Order, and these Terms and Conditions. The Company's relationship with the Dealer will be that of an independent contractor, and nothing contained in this Agreement shall be construed to: (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, co-owners, employee-employers, or otherwise, or (iii) allow the Dealer or the Company to create or assume any obligation on behalf of the other for any purpose. These Terms and Conditions shall apply to the Dealer Agreement and Purchase Order, unless the Company specifically states otherwise in a written inquiry or Purchase Order to Dealer.

Dealer's signing of the Dealer Agreement or Purchase Order; acknowledgment; commencement of performance pursuant to a Purchase Order; or any other conduct by Dealer which indicates that a Purchase Order is in effect shall constitute Dealer's acceptance of these Terms and Conditions. Additional or different terms or conditions provided by Dealer at any time, including but not limited to additional or different terms provided with Dealer's proposal(s), shall not apply to the Dealer Agreement, to the Purchase Order, to these Terms and Conditions, or otherwise, and shall have no force or effect, without Company's prior express written consent signed by an authorized personnel of the Company and Dealer and set forth in a separately signed rider to each Purchase Order.

2. Definitions

(a) "Claim" or "Claims" means, unless specifically provided otherwise, all claims (including, but not limited to, those for property damage, bodily injury, personal injury, illness, disease, maintenance, cure, loss of consortium, loss of support, death, and wrongful termination of employment), settlements, damages, liabilities, losses, demands, liens, encumbrances, fines, penalties, causes of action of any kind (including actions in rem or in personam), obligations, costs, judgments, interest and awards (including payment of attorneys' fees and costs of litigation) or amounts, of any kind or character (except punitive or exemplary damages), whether under judicial proceedings, administrative proceedings or otherwise, or conditions in the premises of or attributable to any person or persons or any party or parties, breach of representation or warranty (expressed or implied), under any theory of tort, contract, breach of contract (including any Claims that arise by reason of indemnification or assumption of liability contained in other contracts entered into by Company Indemnitees or Dealer Indemnitees) arising out of, or incident to or in connection with the Dealer Agreement, these Terms and Conditions, or the performance of the Work under any Purchase Order, including but not limited to Claims that arise out of or are directly or indirectly connected with vessels and/or the ownership, possession, management, manning, maintenance, supply, operation (including but not limited to ingress, egress, loading and unloading operations) or navigation of any vessel.

(b) "Company Indemnitees" means Company, its joint owners, venturers, and related companies, their respective directors, officers, agents, representatives, employees, servants and insurers and their respective subcontractors and such subcontractors' employees.

(c) "Third Party" or "Third Parties" means a person or entity other than Company Indemnitees.

(d) "Work Site" means the particular site or other location where Dealer is to perform the Work.

(e) The phrases "arising out of, or incident to or in connection with this Contract or the performance of the Work under this Contract" in the definition of "Claims" above and "arising out of or resulting from the performance of this Contract" and similar phrases in Section 12 shall be broadly construed to include not only the Work, but also transportation to and from the Work Site as well as any occurrences at the Work Site, regardless of whether or not the act that causes the Claim is related to the performance of this Contract.

3. **Purchase Orders**

All Work that Dealer performs on behalf of the Company shall be the subject of a written order for Work agreed to by Company and Dealer (the "Purchase Order"). The written Purchase Order will be provided by Company and will state, where applicable, among other things, a description of the Work to be performed and/or purchased, the consideration to be paid for same, the job/shipping location, materials, equipment, services, supplies, and/or personnel to be provided by Dealer. Nothing in any Purchase Order shall modify or change the terms contained in these Terms or Conditions unless the written terms actually contained in the Purchase Order expressly conflict with these Terms and Conditions, in which case the express written and agreed upon terms of the Purchase Order are controlling. Nothing in any Purchase Order shall ever modify or change the other terms contained in the Dealer Agreement. The Company is amendable to reviewing changes that Dealer may propose. The Company may review any proposals made in writing and is eager to work with Dealer to continue to improve the relationship.

Although Company may from time to time sign Dealer's proposals, field tickets, forms for receipt, acknowledgment, documentation, terms of service or other documents serving similar purposes, the terms and conditions associated with such forms (by whatever title) shall not amend, modify, waive or release any aspect of the Dealer Agreement, these Terms and Conditions, or any Purchase Order unless the prior express written consent requirement set forth in the Preamble section of these Terms and Conditions, as well as the obligations of the Modification section of these Terms and Conditions, are met.

4. **Responsibilities of Dealer**

(a) **Personnel** - Dealer shall furnish at its own expense any and all personnel, labor, expertise and supervision (skilled in their trades and trained in safety) necessary for the performance and timely completion of the Work. Dealer shall perform the Work in accordance with the specifications in the Purchase Order and any attachments thereto.

Notwithstanding the foregoing, the Work shall be performed by Dealer's key personnel if named in the Purchase Order or elsewhere, and no other person shall be substituted without Company's prior written approval. Dealer shall replace any of its key personnel to whom Company reasonably objects, and any replacement shall be subject to the prior written approval of Company. Additionally, all personnel shall meet the requirements set forth in all applicable portions of these Terms and Conditions.

(b) **Compliance with Laws** - Dealer agrees that any action undertaken in connection with performance of Work under the Dealer Agreement and/or under any Purchase Order, as well as any goods or other items supplied by Dealer hereunder shall be in compliance with all applicable laws, regulations, rules, standards and codes, whether governmental or industry.

Compliance shall include, but shall not be limited to, environmental compliance. Prior to commencement of any Work, Dealer shall provide to Company a list of all hazardous or potentially hazardous substances that may be used or generated in connection with the Work. Dealer shall comply with all applicable federal, state and local laws, ordinances, codes and regulations (collectively, "Laws") relating to safety and the protection of individuals and the environment including, but not limited to, handling, protection, transportation and disposal of all hazardous materials, toxic substances, hazardous substances and residual wastes. The Work shall be in compliance with all Laws on the date of Company's acceptance of the Work as provided for in these Terms and Conditions.

(c) **Commencement and Completion of Work** - The Company agrees to perform with due diligence and in a timely manner in all interactions with Dealer. Dealer agrees to commence and complete the Work within the times specified in the Purchase Order. If no commencement date is specified, Dealer agrees to commence said Work at the time requested by Company. If no completion date is specified, Dealer acknowledges that time is of the essence and agrees to complete said Work with due diligence in a timely manner. In the event Dealer fails to commence said Work within the time required or, having begun said Work, abandons it or for any reason suspends or refuses to continue it with due diligence (or in any event, for forty-eight hours), unless Dealer is prevented from commencing or continuing by Force Majeure (as defined herein), Company shall have the right to take over said Work and the materials, equipment and supplies used in connection therewith, and complete the Work or have the Work completed by means of other contractors without waiver of any other remedy.

(d) **Property Protection** - The Company agrees to use reasonable efforts to perform work in a manner which shall avoid damaging any interests and property with which it must interact. Dealer shall use all reasonable efforts to perform the Work in a manner that shall cause the minimum of inconvenience to and shall avoid damaging interests and property of landowners and tenants wherever involved. To the extent Dealer damages any such property, Dealer shall restore it to the condition it was in immediately prior to causing such damage. Dealer shall assume all responsibility and risk during the performance of the Work in locating, crossing and avoiding contact with utility lines, pipelines, pole lines, sewers, water lines, cables, or other land facilities and shall promptly repair any damage to such facilities that occurs as a result of an act or omission of Dealer.

(e) **Promotion of the Products** - The Company may promote the Dealer and Products to the fullest extent of its ability. Dealer shall, at its own expense, promote the sale of the Products within the United States. In no event shall Dealer make any representation, guarantee or warranty concerning the Products except as expressly authorized by Company. Dealer shall neither advertise the Products nor solicit sales from purchasers located outside the United States without the prior written consent of the

Company.

(f) Expense of Doing Business – The Company shall bear all costs to which it has agreed under this Agreement. Dealer shall bear the entire cost and expense of conducting its business in accordance with the terms of this Agreement.

5. Term and Termination

The Dealer Agreement and these Terms and Conditions shall be effective as of the Effective Date set forth in the Dealer Agreement and shall continue in force until terminated in accordance with the provisions of the Dealer Agreement or these Terms and Conditions.

With respect to potential future Work not then the subject of a Purchase Order, the Dealer Agreement may be terminated prospectively by either party at any time without cause and without liability upon thirty (30) days prior written notice to the other party; provided, however, that these Terms and Conditions shall continue to apply to all Work and Purchase Orders then in existence, and neither party shall by reason of such prospective termination of the Dealer Agreement be relieved of its respective obligations and liabilities theretofore or thereafter arising from or incident to Work performed under any existing Work Order, which is subject to the Dealer Agreement and these Terms and Conditions. Notwithstanding the foregoing, if Dealer breaches any warranty or other material provision hereunder, Company shall have the right to immediately terminate the Dealer Agreement, these Terms and Conditions, any Purchase Order, and/or any Work then being performed by Dealer without further obligation.

Company has a vested interest in building and continuing to develop its relationship with Dealer. However, Company may terminate all or part of the Purchase Order if Dealer abandons the Work, becomes bankrupt or insolvent, is unable to obtain a bond (if required), assigns the Purchase Order or subcontracts the Work or any of its parts without Company's consent or otherwise fails to comply with the Purchase Order. If Company terminates for cause, Company may complete or contract with a third party to complete all or part of the Work, and Dealer shall be liable to Company for the excess costs to complete all or such part of the Work and any other damages resulting from Dealer's noncompliance. If it is subsequently determined that Company did not have adequate cause to terminate the Dealer Agreement and these Terms and Conditions pursuant to this paragraph, then the parties agree that such termination shall be deemed to be a termination without cause pursuant to the following paragraph. If either party defaults in the performance of any material obligation in this Agreement, then the non-defaulting party may give written notice to the defaulting party and if the default is not cured within thirty (30) days following such notice, the Agreement will be terminated.

Company desires to work with Dealer to avoid the termination of any Purchase Order. Company may also terminate immediately upon written notice all or part of the Purchase Order without cause. In all cases, Company may require Dealer to transfer title and deliver to Company any contracts, rights, Commodities and Equipment, materials, parts and Work Product produced or acquired by Dealer for the performance of the Purchase Order.

All of the Company's trademarks, trade names, patents, copyrights, designs, drawings, ideas, formulas or other data, photographs, literature, and sales aids of every kind shall remain the property of Company. Within five (5) days after the termination of this Agreement, the Dealer shall return all such items to company at the Dealer's expense and shall cease to use all such items. The Dealer shall not make or retain any copies of any confidential items or information that may have been entrusted to it.

In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of the termination, for compensation, reimbursement, or damages, on account of the loss of prospective profits, anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of the Company or the Dealer.

6. Right to Audit/Restrictions on Remuneration

Dealer shall maintain a true and correct set of records pertaining to the Work and shall retain auditable records of labor, material, invoices and other supporting documents pertaining to the Work for a period of not less than three (3) years after the Work is completed.

Dealer's records pertaining to the work (including, without limitation, finance and tax records) shall be open at all reasonable times for inspection or audit by Company or its representative(s). Company or its representative(s) shall at reasonable times have access to the premises, materials, instructions, working papers, plans, drawings, specifications, memoranda and other information of Dealer pertaining to the Work. Company's rights under this Section shall terminate five (5) years after expiration of any warranty period.

Dealer shall respond in writing within sixty (60) days to all issues identified in an audit by Company or Company's representatives. Dealer and/or its subcontractor and Company shall work to expeditiously resolve all audit issues.

7. Independent Contractor

Dealer shall operate as an independent contractor in the performance of the Work in the Purchase Order and not as agents, servants, representatives, or employees of Company. Company shall have no direction or control of Dealer, its subcontractors, or Dealer's or Dealer's subcontractors' employees, servants, representatives, or agents, except in the results to be obtained. Dealer shall have complete control of its agents, servants, representatives, employees, and subcontractors engaged in the performance of Work.

All responsibilities undertaken by Dealer in connection with the Work, including those concerning its employees and subcontractors, shall be undertaken in the name of Dealer and not in the name or for the account of Company. Neither Dealer nor anyone used or employed by Dealer will have any right to any pension or welfare plans, including, without limitation, savings, retirement, medical, dental, insurance, or vacation plans sponsored by Company. Furthermore, neither Dealer nor anyone used or employed by Dealer will have any authority to bind Company to any Third Parties without specific express prior written authority from Company. It is understood that by this provision, neither party is assuming any liability for the actions or omissions of the other party, except as is expressly stated in these Terms and Conditions; however, Dealer shall ensure that neither it nor its agents, employees or subcontractors shall act or hold themselves out as agents, servants, representatives, or employees of Company.

Dealer shall be solely responsible for the payment of all taxes including, without limitation, Federal, state or local income taxes and all employment and disability insurances, Social Security and other similar taxes.

8. Warranties and Ownership Rights

(a) General Services Warranty – Company desires to work with Dealer to ensure the highest quality performance and standard of workmanship possible under each and every Purchase Order. Dealer warrants that any and all services performed by Dealer and/or its subcontractors hereunder shall be performed in full compliance with the specifications in the applicable Purchase Order, if any, and in a good and workmanlike manner. "Workmanlike manner" means services performed in a manner deemed consistent with good industry practice by those with the special knowledge, training, and experience to judge such services. Dealer also represents, warrants and guarantees that any Services provided under the Purchase Order shall be 1) provided in accordance with the requirements of the Purchase Order; 2) provided in a skillful, workmanlike and professional manner and consistent with generally accepted industry practices and procedures in Dealer's particular area of expertise; and 3) in compliance with any and all applicable statutory warranties and other laws.

(b) Goods/Products Warranties – Company strives to provide and supply the highest quality goods in connection with each Purchase Order. In addition to any applicable warranties under the Code (as enacted by the State of Florida), Dealer represents, warrants and guarantees that any and all goods, products, equipment, and materials whether constituting the Work itself or if it is simply incorporated into or ancillary to the Work, (i) shall be in full compliance with the requirements and/or specifications in the applicable Purchase Order; (ii) shall comply in all respects (i.e., with respect to its, e.g., design, manufacture, packaging, labeling, and shipping) with all laws, regulations, rules, standards and codes, whether governmental or industry; (iv) shall be constructed from new materials, free from defects in materials, workmanship, manufacture, and design and of proper size and quality; and (v) provided in accordance with standards of care consistent with generally accepted industry practices, procedures and professional standards in Dealer's particular area of expertise.

With respect to the warranties set forth in subsections (a) and (b), if within a period of one (1) year after the date of Company's acceptance of the Work or eighteen (18) months after the date of Delivery, whichever is first, the Work shall fail to conform to this warranty, Company, at its option, shall have the following remedies: (i) Require Dealer, at Dealer's expense, to promptly repair or replace the Work and, with respect to services, promptly reperform the services at Dealer's expense; (ii) Have the Work promptly repaired or replaced at Dealer's expense and, with respect to services, have the services promptly reperformed at Dealer's expense by Company or a third party; (iii) accept the Work as provided and adjust the price set forth in the Purchase Order by the amount of the cost of correcting the nonconformity or, at Company's option, the amount by which the value of the Work is diminished from the value of conforming Work; (iv) Return the goods, products, equipment, and/or materials and receive a complete refund of the price of the goods, products, equipment, and/or materials as well as for any and all services related thereto whether conforming or not; and (v) Receive a complete refund for all non-conforming services.

The above remedies shall be available in addition to all other remedies available at law or in equity and all remedies shall be cumulative and nonexclusive.

The costs of removing, transporting and reinstalling the goods, products, equipment, and/or materials in order to make the goods, products, equipment, and/or materials conform with the above warranties shall be borne by Dealer. The warranty period shall be extended by the amount of time during which the Work is nonconforming.

(c) **Ownership Rights** – The Company views its intellectual property and the intellectual property of the Dealer as having great value and strives to protect and respect such throughout the relationship. Dealer warrants that the Work shall not infringe or misappropriate the intellectual property rights of any third parties. Company shall have the exclusive use of and own all rights, title and interests in and to the Work. All services and work product shall be considered “work made for hire.” If for any reason, any services or work product shall not be deemed a “work made for hire” or, if for any reason, ownership for such services or work product would not vest in Company, then all right, title and interest in such services or work product is hereby assigned to Company by Dealer pursuant to Dealer entering into the Purchase Order and these Terms and Conditions.

9. Taxes and Liens

Dealer agrees to pay and discharge all valid taxes, lienable claims, charges or other impositions imposed or to be imposed by law on Dealer, arising out of, in connection with or resulting from the Work, and to comply with old age pension laws and unemployment laws with reference to Dealer’s employees engaged in the performance of any Work.

Company shall have the right to withhold payment without interest and request Dealer to furnish proof satisfactory to Company that all claims for labor and materials are satisfied or discharged. The amounts due Dealer, as herein provided, shall be paid by Company to Dealer, subject, however, to Company's rights to deduct money due to Company and to the right of Company to withhold payments in accordance with the requirements of any applicable law with respect to taxes and liens for labor or material.

Dealer shall not file and shall take all actions necessary to prevent any of its subcontractors from filing any liens against Company or Company’s personal or real property and shall take immediate action to remove such liens in the event they have been filed.

Dealer agrees to indemnify, release, defend and hold Company harmless for any and all liabilities and costs relating to the same, regardless of whether it is claimed or found by anyone that Company has caused in whole or in part the taxes, lienable claims, charges or other impositions to be imposed through its negligence, gross negligence, willful misconduct, or other acts or omissions.

10. Insurance

(a) Dealer agrees to procure and maintain at its sole expense during the entire term of the Dealer Agreement and/or any Purchase Order, the policies of insurance satisfactory to the Company. The types and amounts of insurance that Dealer is required to procure and maintain are subject to change, and Company shall provide advance notice to Dealer of changes so that Dealer can comply. At this time, Dealer is required to procure and maintain the following insurance coverage at its sole expense during the entire term of the Dealer Agreement and/or any Purchase Order:

- Statutory Workers’ Compensation Insurance in full compliance with the Workers’ Compensation and Occupational Disease Acts of each and every state in which Work is to be performed and U.S. Longshoremen’s and Harborworkers’ Compensation Acts, if applicable;
- Employer’s Liability Insurance with a limit of not less than \$_____ per employee or per accident or occurrence;
- Commercial General Liability Insurance including Premises-Operations, Independent Contractor’s Protective, Products, Completed Operations, and Blanket Contractual Liability coverages with a combined single limit of not less than \$_____ per occurrence and \$_____ in the aggregate.
- Excess Umbrella Liability Insurance including Premises-Operations, Independent Contractor’s Protective, Products, Completed Operations, and Blanket Contractual Liability coverages with a combined single limit of not less than \$_____ per occurrence and in the aggregate, and with coverage for blasting or explosion, collapse and underground Work if applicable;
- Automobile Liability Insurance covering all owned, hired and non-owned vehicles with a combined single limit of not less than \$_____ per occurrence.
- The Property Damage Liability Insurance shall include the Broad Form Commercial General Liability coverage.

- All policies shall be endorsed with a waiver of subrogation in favor of Company.
- All policies, at Dealer's sole expense, shall name Company as an additional insured. Regardless of the Additional Insured Endorsement ultimately accepted by Company, the coverages provided to Company as an additional insured shall, in the least, (a) cover full defense and full indemnity of Company for any and all claims for damages to persons or property regardless of type, regardless of whether Company is alleged to be or found to be partially or solely liable, and regardless of whether Company's liability is vicarious through Dealer or primary; (b) shall be primary to and not contributory with any insurance maintained by Company; (c) shall not limit Company's coverage beyond the limits appearing in the policy itself; and (d) shall provide insurance pursuant Purchase Orders, the Dealer Agreement, and these Terms and Conditions upon Dealer's signature and/or execution of the Dealer Agreement and Purchase Order in accordance with the General Terms and Conditions.

(b) Prior to the Commencement or continuation of any Work under any Purchase Order, annually thereafter, and whenever requested, Dealer shall furnish Certificates of Insurance and copies of all insurance policies and endorsements to Company to evidence procurement of the insurance required under the Dealer Agreement and these Terms and Conditions. Such Certificates of Insurance must contain reference to the endorsements (additional insured, waiver of subrogation, etc.) as required under the Dealer Agreement and these Terms and Conditions. Failure of Company to object to Dealer's failure to furnish such Certificates of Insurance or other materials shall not be deemed a waiver of Dealer's obligation to furnish proof of the insurance coverages as set forth herein. The Certificate of Insurance and copies of policies and endorsements shall be issued and certified by the insurers and signed by their authorized representative, and evidence of such authorization shall be furnished along with any such Certificate.

11. Choice of Law/Venue/Waiver of Trial by Jury

The Dealer Agreement, Purchase Order, and/or these Terms and Conditions shall be governed by, enforced and interpreted in accordance with the laws of the State of Florida, without regard to its internal conflict of law principles. In the event of a dispute over the meaning or application of the Dealer Agreement, Purchase Order, and/or these Terms and Conditions, the terms thereof shall be construed fairly and reasonably and neither more strongly for nor against either Company or Dealer. Company and Dealer agree that any litigation arising in connection with the Dealer Agreement, Purchase Order, these Terms and Conditions or any Work shall be filed and pursued exclusively in either the Court of Common Pleas of Collier County, Florida or the United States District Court for the Southern District of Florida. Company and Dealer waive any claim or defense based on inconvenient forum, venue, or lack of personal jurisdiction. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply to any transaction under the Dealer Agreement, Purchase Order, and/or these Terms and Conditions.

Neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury in any litigation arising in connection with the Dealer Agreement, Purchase Order, these Terms and Conditions, or any Work performed for Company by Dealer.

12. Indemnities

(a) Bodily Injury, Death, and Damage to Property of Dealer's Employees and Subcontractors:

Company strives to maintain a high standard of safety and work with Dealer to ensure all possible safety avenues are explored. Notwithstanding anything to the contrary in the other provisions of the Dealer Agreement, these Terms and Conditions, and/or in any Purchase Order, Dealer agrees to be responsible for, assume all liability for, and hereby agrees to release, defend, indemnify, and hold harmless Company Indemnitees against Claims arising in connection with: (i) bodily injury to and/or death of Dealer's employees, Dealer's Customers, Dealer's subcontractors and their employees, and Dealer's invitees; and/or (ii) damage to or interference with use of property of Dealer's employees, Dealer's Customers, Dealer's subcontractors and their employees, and Dealer's invitees arising out of or resulting from (1) any Work taking place pursuant to a Purchase Order and/or (2) arising out of or resulting from Dealer's, Dealer's employees', Dealer's Customers, Dealer's subcontractors and their employees, and Dealer's invitees' actions or inactions at any time while on the Company's premises. Dealer shall indemnify Company Indemnitees under this sub-section regardless of whether or not Claims are caused or is alleged to have been caused in whole or in part by one or more of Company Indemnitees' negligence, gross negligence, willful or intentional misconduct, or by one or more of Company Indemnitees' other acts or omissions. The indemnity obligations set forth in this sub-section shall include any medical, compensation, or other benefits paid by any member of Company Indemnitees and shall apply even if the employee is determined to be the borrowed or statutory employee of any member of Company Indemnitees.

(b) Bodily Injury, Death, and Damage to Property of Company's Employees and Subcontractors:

Company and Dealer seek to cooperate on any issues of safety to further the best interest of both parties moving forward.

Notwithstanding anything to the contrary in the other provisions of the Dealer Agreement, these Terms and Conditions, and/or in any Purchase Order, Dealer agrees to be responsible for, assume all liability for, and hereby agrees to release, defend, indemnify, and hold harmless Company Indemnitees against Claims arising in connection with: (i) bodily injury to and/or death of Company's employees, Company's subcontractors and their employees, and Company's invitees; and/or (ii) damage to or interference with use of property of Company's employees, Company's subcontractors and their employees, and Company's invitees arising out of or resulting from (1) any Work taking place pursuant to a Purchase Order and/or (2) arising out of or resulting from Dealer's, Dealer's employees', Dealer's subcontractors and their employees, and Dealer's invitees' actions or inactions at any time while on the Company's premises. Dealer shall indemnify Company Indemnitees under this sub-section regardless of whether or not Claims are caused or alleged to have been caused in whole or in part by one or more of Company Indemnitees' negligence, gross negligence, willful or intentional misconduct, or by one or more of Company Indemnitees' other acts or omissions. The indemnity obligations set forth in this sub-section shall include any medical, compensation, or other benefits paid by any member of Company Indemnitees and shall apply even if the employee is determined to be the borrowed or statutory employee of any member of Company Indemnitees.

(c) Liability to Third Parties:

As it relates to third parties, Company and Dealer agree to strive to provide and maintain the safest work environment possible when interacting with third parties. Subject to Sub-sections 12(a)-(b), Dealer agrees to be responsible for and assume all liability for and hereby agrees to release, defend, indemnify and hold harmless Company Indemnitees from and against Claims arising in connection with: (i) bodily injury to and/or death of Third Parties; and/or (ii) damage to or interference with use of property of Third Parties arising out of or resulting from (1) any Work taking place pursuant to a Purchase Order and/or (2) arising out of or resulting from Dealer's, Dealer's employees', Dealer's subcontractors and their employees, and Dealer's invitees' actions or inactions at any time while on the Company's premises. Dealer shall indemnify Company Indemnitees under this sub-section regardless of whether or not Claims are caused or alleged to have been caused in whole or in part by one or more of Company Indemnitees' negligence, gross negligence, willful or intentional misconduct, or by one or more of Company Indemnitees' other acts or omissions.

(d) Miscellaneous

The parties agree to immediately notify each other of any accident, incident, event, or occurrence in which physical injury, property damage or pollution / contamination occurs and to complete an accident report for each occurrence and to provide each other with a copy of each such accident report. Each party agrees to promptly notify the other party within thirty (30) days after receipt of any Claim for which Company may seek indemnification.

The Company and the Dealer acknowledge that a legal defense is a matter of last recourse and seek to avoid litigation and move forward in good faith to resolve any issues that may arise. Dealer hereby agrees to furnish a legal defense under Sub-sections (a) through (c) of this Section beginning at the earlier of (i) notice being given to the other party of any accident, incident, event, or occurrence in which physical injury, property damage or pollution / contamination and (ii) receipt of any Claim by Dealer for which Company may seek indemnification.

In the event Dealer fails to furnish a defense and indemnity as provided for herein, Company shall be entitled to receive from Dealer, in addition to its attorneys' fees, costs, expenses and any amounts paid in judgment or settlement, all costs, expenses, and attorneys' fees incurred in the enforcement of the Dealer Agreement, these Terms and Conditions, and/or the Purchase Order. Furthermore, the prevailing party in any litigation relating to the Dealer Agreement, these Terms and Conditions and/or the Purchase Order to enforce defense and indemnity, other than that involving defense and indemnity which is addressed above, shall be entitled to recover its reasonable and necessary attorneys' fees and costs of litigation from the other.

If any portion of this Section 12 is deemed to be invalid or unenforceable for any reason whatsoever, then this Section 12 shall be amended, construed and applied to afford Company Indemnitees the broadest form of indemnity and defense allowable under any applicable law.

Dealer's compliance with the Insurance requirements set forth herein and in the Dealer Agreement shall not excuse, extinguish, satisfy, waive, modify or supersede the obligations of Dealer under this Paragraph.

Additionally, Dealer expressly and specifically waives all immunity that may be afforded to Dealer under the workers' compensation laws of any state or jurisdiction to the extent permitted by law. Dealer expressly and specifically agrees and intends that Dealer (as an employer), its insurance carrier, their servants and agents, employees, representatives acting on their behalf or at their request shall be liable to Company for damages, contribution, or indemnity in any action at law, or otherwise pursuant to the indemnity provisions above.

13. Personal Contract

The Dealer Agreement, these Terms and Conditions, and any Purchase Order shall be deemed a personal contract of Dealer which waives all benefits of the Shipowner's Limitation of Liability Act, 46 U.S.C. § 183, et seq. or any other similar laws as to Company Indemnitees. Neither Dealer nor its underwriters shall be entitled to claim the benefits of such limitation of liability statute in respect of Claims asserted by Company Indemnitees. The purpose of this Section is to insure by specific contractual agreement that Company Indemnitees are able to enforce all indemnity obligations and insurance coverage for their benefit under the Dealer Agreement and these Terms and Conditions to the maximum extent permitted by law. Nothing in this Section is intended to prevent Dealer or its underwriters from asserting all applicable limitation of liability defenses or Claims by persons or entities not specifically defined as Company Indemnitees under the Dealer Agreement or these Terms and Conditions.

14. Force Majeure

Neither Company nor Dealer shall be liable for any failure or delay in performing its obligations under the Dealer Agreement, these Terms and Conditions, and/or any Purchase Order or for any loss or damage resulting therefrom due, occasioned, or caused as a result of the enactment of any applicable laws, orders, rules or regulations of governmental authorities or by other causes beyond the party's reasonable control to overcome by the exercise of due diligence (herein called "Force Majeure"), including but not limited to, acts of God, public enemy or government, riots, fires, bomb threats, natural catastrophe, strikes, epidemics or breakdown of machinery.

If in Company's reasonable opinion the Force Majeure causes substantial suspension of the Work or if the Work is in connection with an aspect of Company's operation, and the operation explodes, collapses, catches fire or otherwise becomes unworkable in whole or in part for any reason, Company may in its sole discretion cancel the Dealer Agreement, these Terms and Conditions, and/or terminate immediately all Work under any Purchase Order without further obligation except payment of Work already performed and undisputed and, if so specified in the Purchase Order, return of Dealer's personnel and transportable equipment.

Each party shall notify the other promptly of any failure or delay in, and the effect on, its performance due to Force Majeure.

15. Assignment

Dealer may not assign or subcontract any Work under any Purchase Order, or any part thereof, nor may they assign or subcontract any obligation under the Dealer Agreement or these Terms or Conditions, without the prior written consent of the Company. The assignment or the subcontracting of any Work under any Purchase Order, if so permitted by Company, shall not relieve Dealer of its obligations under the Dealer Agreement or under these Terms and Conditions.

16. Insolvency

Should Dealer become insolvent or make an assignment for the benefit of creditors or be adjudicated a bankrupt or admit in writing its inability to pay its debts generally as the same become due, or should any proceedings be instituted under any state or federal law for relief of debtors or for the appointment of a receiver, trustee or liquidator of Dealer, or should a voluntary petition in bankruptcy or a reorganization or any adjudication of Dealer as an insolvent or a bankrupt be filed, or should an attachment be levied upon Dealer's equipment and not removed within five (5) days therefrom, then upon the occurrence of any such event, Company shall thereupon have the right to cancel the Dealer Agreement and/or to terminate immediately all Work then being performed by Dealer without further obligation, except payment of Work already performed.

17. Equal Opportunity and Affirmative Action

Dealer agrees, in connection with the performance of Work under the Dealer Agreement, these Terms and Conditions, and/or a Purchase Order relating to leases or rights-of-way agreements covering properties of the United States, to comply with the clauses thereof regarding the manner of conducting Work thereon. Unless exempt by law, Dealer agrees to comply with applicable Fair Employment practices, including but not limited to those set out in Executive Orders 11246 (Equal Employment Opportunity), 11701 (Employment of Disabled Veterans), 11758 (Employment of the Handicapped), and 11458 and 11625 (Minority Business Enterprises), and amendments thereto, or as said orders may be superseded. Dealer agrees that all provisions of said orders are made a part hereof by reference and are binding on Dealer to the same extent as if copied in full herein.

18. Policies on Drugs, Alcohol, Contraband/Weapons, and Background Checks

The Company and Dealer strive to maintain and encourage the best possible workforce available and seek out high standards of care when engaging and hiring employees.

(a) If Dealer is subject to the rules and regulations of the United States Department of Transportation (hereinafter called "DOT"), Dealer agrees to implement and comply with all such rules and regulations as they pertain to drug testing, education and training of Dealer's employees. Dealer further agrees, upon Company's request, to provide to Company a copy of Dealer's drug testing program, evidence of compliance therewith, and any additional information requested in accordance with applicable law.

(b) Dealer shall assign only competent personnel to perform and complete any Work, shall maintain strict discipline and good order among those personnel and shall provide proper supervision and direction to personnel in carrying out the Work. Dealer shall have adequately screened and checked references of Dealer's employees that Dealer desires to utilize for Work.

(c) Dealer agrees that none of its employees will bring any illegal drugs or any alcohol, contraband, or weapons onto Company's property at any time.

(d) If, at any time, Company determines that the assigned personnel are not performing in accordance with Company's reasonable expectations, then upon notification from Company, Dealer shall meet with Company for purposes of addressing and resolving Company's personnel concerns. Upon Company's request, Dealer shall immediately reassign the Work to other competent personnel acceptable to Company.

(e) Notwithstanding anything to the contrary in the other provisions of the Purchase Order, Dealer Agreement, or these Terms and Conditions, if Dealer fails to comply with this section, Company may cancel the Purchase Order and/or terminate immediately all Work without further obligation except payment for Work already performed.

19. Laws, Regulations, and Executive Orders

The Company strives to operate in accordance with all known applicable laws and regulations and in developing a working relationship with Dealer strives to continually improve upon its working knowledge of such. In connection with the performance of Work contemplated by any Purchase Order, the Dealer Agreement, and/or these Terms and Conditions, Dealer agrees to comply with all laws, rules and regulations, and/or permits, whether federal, state, county, or municipal in nature, that are now, or in the future may be, applicable to its business, equipment, and employees that are engaged in, or in any manner connected with, Dealer's performance of Work for Company. In the event Dealer violates any such laws, rules or regulations, and/or permits and any fines, penalties or other assessments are levied against Dealer or Company, Dealer shall be solely liable for payment of such fines, penalties or assessments and shall release, defend, and indemnify Company therefrom, regardless of whether such fines, penalties or assessments are alleged to, or are ultimately determined to, have been caused in whole or in part by Company.

In particular, among other things, Dealer shall comply with the provisions of Purchase Order: Equal Opportunity Clause, 41 CFR 60-1.4; Affirmative Action for Disabled Veterans and Veterans of Vietnam Era, 41 CFR 60-250.4; Affirmative Action for Individuals with Disabilities, 41 CFR 60-741.4 and Executive Order 13201, which are incorporated herein by reference. Dealer also agrees to comply with the provisions of the Vietnam Era Veterans Readjustment Resistance Act of 1974, and the Rehabilitation Act of 1973. Again, this list is not exhaustive, and it shall be Dealer's obligation to know and comply with **all** of its obligations under all laws, rules and regulations, and/or permits, whether federal, state, county, or municipal in nature.

Dealer and its Subcontractors, at their own expense, shall obtain all necessary variances, licenses, permits, and inspection clearances for Dealer, its Subcontractor, and any of their employees that are required to be obtained in their respective names in connection with the Work. Additionally, Dealer and its Subcontractors shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations relating to performance of the Work, including but not limited to Occupational Safety and Health Act of 1970, applicable building codes; and all training, safety, environmental, transportation, labor and workers' compensation laws and regulations.

In the event a representative of any governmental body regulating the Work finds any violation upon inspection of the Work site during the performance of the Work, which is in any way related to Dealer and/or its Subcontractors, corrective action shall be taken immediately by Dealer at Dealer's sole expense without limitation of any rights of Company.

Dealer and its Subcontractors shall also comply with Company's policies, rules and procedures in effect from time to time. It shall be Dealer's responsibility to request such policies, rules and procedures from Company, and failure to do so shall not alleviate it of its obligation to comply therewith.

20. Citizenship of Personnel

Dealer certifies that none of Dealer's personnel who perform Work pursuant to the Dealer Agreement, and/or any Purchase Order, are unauthorized aliens as defined in The Immigration Reform and Control Act of 1986 and the rules and regulations promulgated pursuant thereto, all as amended from time to time. Dealer agrees, as required, to obtain a substantially similar certification from its contractors or subcontractors performing Work related to the Dealer Agreement and/or any Purchase Order. Dealer further agrees, if requested, to provide proof of citizenship of Dealer's personnel who perform Work pursuant to the Dealer Agreement and/or any Purchase Order.

21. Confidential/Proprietary Information

Each Party and/or its third-party suppliers (a "Receiving Party") acknowledges that it will have access to certain information of the other Party and/or its third-party suppliers (a "Disclosing Party") that is confidential and proprietary and constitutes valuable and unique property of the Disclosing Party. Receiving Party agrees that it will not at any time, either during or after the term of this Contract, disclose to others, use, copy or permit to be copied, except in pursuance of its obligations under this Contract, any secret or confidential information or know-how of the Disclosing Party without the Disclosing Party's prior written consent. The terms "secret" or "confidential information" or "know-how" of the Disclosing Party (referred to collectively as "Confidential Information") shall include, without limitation, the Disclosing Party's plans, strategies, costs, prices, uses, applications of products and services, results of investigations or experiments, and all apparatus, products, processes, compositions, samples, formulas, computer programs, pricing policies, financial information, methods of doing business, policy and/or procedure manuals, training and recruiting procedures, accounting practices, the status and content of the Disclosing Party's contracts, the Disclosing Party's business philosophy and techniques at any time used, developed, or investigated by the Disclosing Party, before or during the term of this Contract that are not generally available to the public or that are maintained as confidential by the Disclosing Party. Receiving Party further agrees to maintain in confidence any confidential information of Third Parties received as a result of the performance of the Work.

Receiving Party's confidentiality obligation shall not apply to (a) information that is generally known to the public or to (b) information that required to be disclosed by law, or by a governmental agency, provided that Receiving Party provides Disclosing Party with prompt notice of the requested disclosure and an opportunity to object to such disclosure in front of the court or other governmental agency having jurisdiction over the information request if Disclosing Party determines that such objection is appropriate.

The Receiving Party agrees to exercise the same care, but in no event less than reasonable care, to prevent the disclosure of such information as the Receiving Party exercises to prevent disclosure of its own proprietary and confidential information. The Disclosing Party's information shall be utilized by Receiving Party only in connection with performance of its obligations under the Purchase Order. The parties acknowledge and agree that the existence and nature of the Dealer Agreement, these Terms and Conditions, the Purchase Order, and/or any Work constitutes confidential information unless such confidential status is waived pursuant to the requirements of these Terms and Conditions. The parties warrant and represent that each employee, agent or subcontractor who performs work in connection herewith has been informed of the obligations contained herein and has agreed to be bound by them.

In the event of a breach or threatened breach of any of the provisions of Section 24, the Disclosing Party shall be entitled to an injunction ordering the return of such documents and any and all copies thereof and restraining Receiving Party from using or disclosing for its benefit or the benefit of others, in whole or in part, any Confidential Information, including but not limited to the Confidential Information that such documents contain, constitute, or embody. Receiving Party further agrees that any breach or threatened breach of any of the provisions of Section 24 would cause irreparable injury to the Disclosing Party for which it would have no adequate remedy at law. Nothing herein shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it for any such breach or threatened breach, including the recovery of damages.

The terms of this Section 24 shall last indefinitely, regardless of the termination of the Dealer Agreement, or of any Purchase Orders or Work, pursuant to which such Confidential Information is divulged.

22. Public Announcements and Publicity

Neither Dealer nor any of Dealer's employees, representatives, affiliates, subcontractors, or agents shall make or issue, or cause to be made or issued, any public announcement or statement with respect to the Dealer Agreement, these Terms and Conditions, or any Work or Purchase Order without Company's prior written consent. Similarly, neither Dealer nor any of Dealer's employees, representatives, affiliates, subcontractors, or agents shall use Company's name or issue any publicity releases, including but not limited to, news releases and advertising, relating to the Dealer Agreement, these Terms and

Conditions, or any Work or Purchase Order without Company's prior written consent.

23. Modifications, Amendments and Waivers, Suspension or Interruption of Work

Company may at any time by a written Change Order Notice make changes within the general scope of any Purchase Order. If any change results in a material increase or decrease in the cost of the Work or otherwise materially affects the Purchase Order, the Change Order Notice shall include an equitable adjustment in the compensation to be paid, the schedule, or any other affected provision. Any objection by Dealer to the proposed equitable adjustment must be asserted within seven (7) business days after receipt of the Change Order Notice. Notwithstanding such objection, if directed by Company, Dealer shall proceed with the change, and any dispute shall be resolved pursuant to Section 32 of these Terms and Conditions governing Disputes.

Notwithstanding the foregoing, nothing in these Terms and Conditions shall be construed as authorizing any employee of either Company or Dealer to modify, alter, amend or waive in any manner the Dealer Agreement, these Terms and Conditions, or any of their provisions. The Dealer Agreement and these Terms and Conditions may be amended, modified or otherwise altered or its provisions waived only by an amendment in writing signed by an authorized representative of each party.

A party's failure to enforce a provision at one time shall not constitute a waiver of compliance with such provision, and a party's waiver of a breach of any provision contained herein shall not constitute a waiver of any other breach or of any subsequent breach of the same provision. A party's failure to object to terms contained in any subsequent communication from the other party (whether in a Purchase Order or order acknowledgement or other communication) will not be a waiver or modification of the terms set forth in the Dealer Agreement or these Terms and Conditions.

The waiver of any requirement or provision in the Dealer Agreement or these Terms and Conditions on any particular occasion shall not be deemed a waiver of such requirement or provision, or serve as a precedent, for other Work under the Dealer Agreement or these Terms and Conditions on other occasions. Field tickets, delivery receipts, quotations, and the like signed by a representative of either party shall not waive or amend any requirement or provision in the Dealer Agreement or these Terms and Conditions.

Finally, Company may direct Dealer, in writing, to suspend or interrupt all or any part of the Work for such period of time as Company may determine to be appropriate. Dealer shall mitigate the costs of such suspension or interruption.

24. Entire Agreement/Cancellation of Prior Dealer Contracts/Purchase Orders

The Dealer Agreement, these Terms and Conditions, and any applicable Purchase Order(s) constitute the sole, complete, and entire agreement between the Parties with respect to the subject matter and supersede any and all other prior agreements or representations of any kind, oral or otherwise, not included therein. All prior Dealer, or other, agreements between the parties are cancelled, and the Dealer Agreement, these Terms and Conditions, and any applicable Purchase Order(s) shall govern new Work commenced from the date that the Dealer Agreement is signed and/or executed by Dealer

In the event that the Parties have (a) entered into a purchase order that pre-dates Dealer's signature and/or execution of the Dealer Agreement and (b) that relates to Company's purchase of Work from Dealer and (c) the Work has not yet been finally completed by Dealer and/or paid for by Company, Dealer agrees that these Terms and Conditions shall govern and that Dealer shall immediately comply with all requirements hereunder, including but not limited to the Indemnity and Insurance requirements.

25. Severability

If any part or provision of the Dealer Agreement, these Terms and Conditions, or any Purchase Order is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, that finding shall not invalidate or void the remainder of the Dealer Agreement, these Terms and Conditions, and/or the Purchase Order; rather, the remaining provisions shall remain in full force and effect.

The parties further agree that the part or parts of the Dealer Agreement, these Terms and Conditions, and/or the Purchase Order so held to be invalid, illegal or unenforceable shall be modified to the extent to make it enforceable, or, if necessary, shall be deemed to be amended to delete the unenforceable part or provision, and the remainder shall have the same force and effect as if such part or provision had never been included herein.

26. Notices

All notices, reports and communications required or permitted by the Dealer Agreement, Purchase Order, and/or these Terms and Conditions shall be in writing and delivered by hand, mailed, faxed, or electronically transmitted (with a hard copy by

mail) to their respective addresses identified on the Purchase Order. Either party may by notice to the other party change its notice address or information. Notices shall be effective upon receipt.

27. Survival of Terms

Notwithstanding the suspension or termination of the Dealer Agreement or Purchase Order for any reason, certain of these Terms and Conditions shall survive, and the Parties shall continue to be bound by the provisions of these Terms and Conditions that reasonably require some action or forbearance after suspension or termination, including but not limited to those Terms and Conditions related to assignment, liens, indemnities, warranties, confidentiality/proprietary information, insurance, audits, publicity, governing law/jurisdiction, disclaimer or damages, and/or ownership rights.

28. Headings

Headings or other subdivisions of the Dealer Agreement, Purchase Orders, and/or these Terms and Conditions are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

29. Disputes

The Company and the Dealer acknowledge that a legal dispute is a matter of last recourse and seek to avoid litigation and move forward in good faith to resolve any issues that may arise. Any dispute, controversy or claim arising out of or under the Dealer Agreement, these Terms and Conditions, and/or a party's performance under a Purchase Order shall first be negotiated by the parties. Any disagreement or dispute between the parties shall, if not promptly resolved by mutual agreement, be reduced to writing and submitted to executive officers of each party designated by such party to handle such disputes. Within thirty (30) days of the submittal, such executive officers may, upon mutual agreement, meet to attempt to resolve the dispute and to hear any arguments that a party wishes to make in connection therewith. If the executive officers reach an agreement of the disposition of the dispute, they shall promptly issue their joint written decision resolving the dispute. Any dispute so dealt with shall be conclusively and finally decided and shall not be the subject of any litigation. Should the executive officers be unable to promptly resolve a dispute, either party may commence litigation pursuant to these Terms and Conditions.

30. Cumulative Remedies/Company's Performance of Dealer's Obligations

All rights and remedies of Company in the Dealer Agreement, these Terms and Conditions, and/or Purchase Order shall be cumulative and in addition to all other remedies allowed at law or in equity.

If Dealer fails to comply with any of its obligations under the Purchase Order, Company may, at its option, without affecting Dealer's obligations under the Purchase Order or Company's rights to terminate under these Terms and Conditions, perform or contract with a third party to perform all or any of such obligations, and Dealer shall be liable to Company for the costs of performing such obligations and any other damages resulting from Dealer's failure to comply.

31. Disclaimer of Consequential Damages

Company shall not be liable to Dealer for any indirect, incidental or consequential damages, including without limitation, overhead expenses or loss of anticipated profits or revenue, regardless of whether Company has been informed of the possibility of such damages.

32. Conflicts, Errors and Omissions

In the event Dealer or Company becomes aware of any conflict, error or omission in the documents comprising the Purchase Order, such party shall bring the discrepancy to the attention of the other party. Such discrepancy shall be resolved by Company in its sole discretion.

33. Binding Authority

Each of the persons executing the Dealer Agreement and/or Purchase Order represents and warrants that he or she has full right and authority to execute the instrument on behalf of Company or Dealer, as the case may be, and to bind such party to the fulfillment of all of the provisions contained therein and contained in these Terms and Conditions.

34. Legal Expenses

The Company and the Dealer acknowledge that a legal dispute is a matter of last recourse and seek to avoid litigation

and move forward in good faith to resolve any issues that may arise. The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

35. Miscellaneous

(a) **Reserved Rights** - Company reserves the right to solicit orders directly from and sell directly to any end-users or other buyers. It is understood that Company has the right to select and appoint other Dealers/Distributors.

(b) **Required Documents** - Dealer shall provide Company with copies of General Liability, Marine Operator Legal Liability when applicable, and proof of Workers Compensation U.S. L&H.

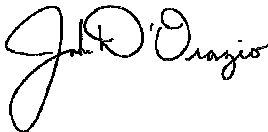
(c) **Limitation on Damages** - Dealer damages shall be limited to the total amount contained in appropriate purchase order from which the action or occurrence arises.

(d) **Applicable Warranties** - The warranties applicable to Company products sold by Company and resold by Dealer under this Agreement shall be those set forth in the Company warranty program. The Dealer agrees to extend these warranties to the purchaser at the time of sale. Such warranties shall be in lieu of all other express or implied warranties, including, but not limited to the implied warranties of MERCHANTABILITY and FITNESS for PARTICULAR PURPOSE. Further, the Dealer shall provide warranty services to customers in a manner consistent with Company's warranty program for dealers as it may be in effect from time to time and was outlined heretofore in this agreement.

IN WITNESS WHEREOF, the parties hereby cause these General Terms and Conditions to be executed in duplicate by their duly authorized representatives as of the Effective Date, as referenced in the Dealer Agreement governing the parties herein.

SLIDEMOOR:

DEALER:



John D'Orazio

SIGNATURE

NAME

Executive Partner | SlideMoor



James Murphy

Executive Partner | SlideMoor



