

All quotations and sales are subject to the following terms and conditions and those contained on the face hereof.

Terms and Acceptance. Purchases by Turner Industries Group, L.L.C. and/or its subsidiaries and affiliates ("Turner") are governed by these terms and conditions, unless the parties have entered into another mutually executed written agreement stating applicable terms and conditions supersede these terms and conditions. Seller agrees to sell and Turner agrees to buy, the goods, articles, materials or equipment ("Goods") described on this Purchase Order, under the Description heading. This Purchase Order constitutes the entire agreement between Seller and Turner and supersedes all proposals, negotiations, and counterproposals. The Seller is deemed to have accepted this Purchase Order: (1) when signed acknowledgement is received by Turner or (2) when shipment of all or any portion of the Goods covered by this Purchase Order shall be made.

Controlling Terms. Turner objects to the inclusion of any different or additional terms by Seller in Seller's acceptance of this Purchase Order. If Seller includes or attaches any different or additional terms in Seller's purported acceptance, commences performance, or tenders the Goods, an interpretation and enforceability of a contract of sale reference or in consideration too shall be limited to the terms and conditions as stated herein, without inclusion of any different or additional terms and conditions. If terms on this Purchase Order are not consistent with Seller's invoice, Seller agrees that the invoice conforms to this Purchase Order.

Inspection. Goods delivered (whether paid for or not) are subject to inspection, testing, and approval by Turner before acceptance.

Quality. All Goods furnished must strictly conform to the specifications listed in the Description and must be of the quality specified. No deviation or substitution is permitted without the prior written consent of Turner. In the event no quality is specified, the Goods must be at least equal to the standards of the industry. Turner shall have the right at all times during the performance of this Purchase Order to conduct such tests and inspections as it deems necessary to assure Seller's compliance with this Purchase Order. Turner will be supplied quality documentation and other documents and information as requested.

Nonconforming Goods. In the event the Goods are defective or non-conforming, the Seller shall, at Turner's option, promptly repair, replace or refund the amount paid for such Goods, and shall pay to Turner all incidental or consequential damages arising from the provision of such defective or non-conforming Goods. The Seller shall bear the cost of shipping and risk of loss of all defective or non-conforming items while in transit.

Changes. Changes may be made by Turner at any time in the character or quantity of Goods to be furnished hereunder by written change order signed by the same authority executing this Purchase Order for Turner. The price specified on the Purchase Order shall be adjusted pro rata if the change is in quantity or by mutual agreement if the character or Goods or other terms are changed so as to increase or decrease the cost to Seller. Upon Turner's request, Seller shall provide satisfactory evidence from which adjustments based on cost can be determined.

Delivery. The price includes delivery of all materials F.O.B. Turner's designated location, freight and cartage prepaid. Seller will indicate plainly the Purchase Order number on all bills of lading, invoices, and freight bills. Each package or shipment must contain a memorandum showing Seller's name, contents of package, and Purchase Order number. Partial shipments must be identified as such on shipping memoranda and invoices. When shipping, Seller will make no declaration of value to carrier except where shipment is subject to released value rating.

Delay. Turner's schedules are based upon the agreement that the Goods will be delivered to Turner by the dates specified on the face of the Purchase Order under the heading Date Required. Therefore, time is of the essence and if Goods are not delivered within the time specified on the Purchase Order, Turner may reject such Goods and cancel the order. If the Seller fails to deliver the Goods by the Date Required, the Seller shall pay to Turner incidental and consequential damages for any loss or damage sustained by Turner resulting from delay in the period from the Date Required until the Goods are delivered by the Seller. Neither party shall be liable for any delay or failure to deliver or accept any or all of the Goods where such delay or failure is caused by fire, flood, natural disaster, other act of God, act of war, labor disturbance, or other event beyond such party's control ("Force Majeure"). At the outset of any delay from any cause, including Force Majeure, Seller shall immediately notify Turner in writing of the delay or anticipated delay and shall undertake to shorten the delay by all reasonable means. If such delay is caused by Force Majeure, the costs of shortening the delays shall be paid by Turner to the extent such costs are attributed to action authorized by Turner. If the delay is from any other cause, Seller shall be solely responsible for the costs of overcoming delays.

Warranty. Seller expressly warrants that the Goods delivered hereunder will be fit and sufficient for the purpose intended and of good quality, material, and workmanship, merchantable and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by Turner for the Goods. Seller warrants that the Goods are now free, and that at time of delivery shall be free from any security interest or other lien or encumbrance.

Payment Terms. Net amount of invoice in full within 45 days of the date invoice received unless otherwise expressly stated on the face of this Purchase Order. Invoices shall be submitted promptly and in a timely manner. Seller may be liable for any documented expenses Turner may incur due to delayed invoice submittals from Seller.

Price and Discounts. The price set forth on the Purchase Order is not subject to escalation unless an escalation formula is expressly provided for on the face of the Purchase Order. If a prompt payment discount is provided for on the Purchase Order, the discount period begins when the Goods or Invoices are received, whichever is later, provided the period will be extended for delays caused by errors in invoicing or good faith disputes over the accuracy of the Invoice. Turner may, prior to making any payment due under this Purchase Order, require Seller to deliver lien waivers from itself and each of its subcontractors and materialmen for Goods previously delivered.

Taxes. Except as may be otherwise provided in this Purchase Order, the contract price includes all applicable federal, state, and local taxes in effect on the date of this Purchase Order. In case of new taxes, increased rates, repeal of taxes or reduction of rates, the contract price shall be adjusted accordingly.

Risk of Loss. The risk of loss from any casualty to the Goods, regardless of the cause, shall be on Seller until the Goods have been accepted by Turner.

Indemnification by Seller. Seller will indemnify, hold harmless, and defend Turner from all liability for loss, damage, or injury to person or property in any manner, including attorney's fees and litigation expenses, arising out of or incident to the performance of the contract.

Laws. Seller shall, in its performance of this Purchase Order, comply with all applicable federal, state, and local statutes, rules of law, ordinances, regulations, and regulatory orders, including, but not limited to, the all applicable laws dealing with labor and wages, workers' compensation, employer liability, unemployment compensation, safety, anti-trust and anti-collusion, fair trade, the environment, equal employment opportunity, and discrimination on the basis of race, color, religion, gender, national origin, veterans status or disability.

Final Acceptance. On completion of this Purchase Order, Seller shall cooperate in carrying out any tests Turner deems necessary to determine the proper functioning and general performance of the Goods and, at its own cost, shall make any adjustments and changes required to the end that an efficient and fully operative project will result. Final acceptance by Turner will be conditional upon fulfillment of this requirement.

Termination. In the event of default, bankruptcy, insolvency, or failure or inability of Seller to perform, Turner may terminate this Purchase Order for cause, and in the event of such termination, Turner shall pay Seller the unit price for each item of Goods properly furnished and accepted prior to cancellation. Additionally, this Purchase Order is subject to cancellation at the option of Turner. Where the Purchase Order is canceled for the convenience of Turner, Seller shall be paid (a) the unit price for each item of Goods properly furnished and accepted prior to cancellation, plus (b) the cost of Goods in process of manufacture, including unused materials, which are identified as being manufactured or fabricated specially for this Purchase Order which shall be promptly delivered to Turner. In the event of such cancellation, Turner shall not be liable to Seller for loss of overhead, profit and/or anticipatory profits.

Assignment. This Purchase Order and money due hereunder may not be assigned without prior written consent of Turner.

Setoffs and Counterclaims. All claims for moneys due or to become due from the Turner shall be subject to deduction by Turner for any setoff or counterclaim arising out of this or any other of the Turner's Purchase Orders with Seller, whether such setoff or counterclaim arose before or after any such assignment by Seller.

Governing law. This Purchase Order and the acceptance of it shall be governed by the laws of the State of Louisiana.

Modification and Amendments. No waivers, amendments or modifications of any of the terms or conditions of the Purchase Order shall be valid unless reduced to writing and signed by both parties. The terms and conditions of this Purchase Order shall not be amended or modified in the course of performance or course of dealing between parties.

Severable Provisions. The provisions of this Purchase Order and its Terms and Conditions are severable and if any one or more provisions is determined to be illegal, indefinite, invalid or otherwise enforceable, in whole or in part, the remaining provisions of this Agreement, and any partially unenforceable provisions to the extent enforceable in the pertinent jurisdiction, shall continue in full force and effect and shall be binding and enforceable on the parties.