



## PURCHASE ORDER GENERAL TERMS AND CONDITIONS

All quotations and sales are subject to the following Purchase Order General 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 (individually, "Turner") are governed by these terms and conditions of this Purchase Order, unless the parties have entered into another mutually executed written agreement stating applicable terms and conditions which are expressly stated to supersede these Purchase Order Terms and Conditions. Seller agrees to sell or provide and Turner agrees to buy or receive, the goods, articles, materials or equipment ("Goods") and/or services (the "Services") described in 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 regarding such Goods and/or Services. The Seller is deemed to have accepted this Purchase Order: (1) when signed acknowledgement is received by Turner or (2) when shipment or provision of all or any portion of the Goods or Services 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 and/or Services, such different or additional terms shall be null and void, and this Purchase Order shall be interpreted and enforced without inclusion of any such different or additional terms and conditions. If terms on this Purchase Order are not consistent with Seller's invoice, Seller agrees that the Seller's invoice shall be superseded by and shall conform to this Purchase Order.

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

**Quality.** All Goods and/or Services 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 and/or Services must be at least equal to the commercially acceptable 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 by Seller with quality documentation and other documents and information as requested by Turner.

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

**Changes.** Changes may be made by Turner at any time in the character or quantity of Goods and/or Services to be furnished hereunder by written change order. The price specified in the Purchase Order for such Goods and/or Services shall be equitably adjusted pursuant to mutual agreement if the change is in quantity or by mutual agreement if the quality or character of the Goods and/or Services 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 matters adjustments based on cost can be determined.

**Delivery.** Except as otherwise provided in this Purchase Order, the price includes delivery of all Goods and/or performance of all Services D.D.P. (Incoterms, 2010) 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 of Goods or performance of Services 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 Goods, 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 or that the Services will be performed for Turner by the dates specified on the face of this Purchase Order under the heading Date Required. Therefore, time is of the essence for Seller's performance, and if Goods are not delivered and/or the Services are not performed within the time specified on the Purchase Order, Turner may reject such Goods and/or Services and cancel this Purchase Order. If the Seller fails to deliver the Goods and/or fails to perform the Services by the Date Required, the Seller shall indemnify and hold Turner harmless from and against any direct, incidental and consequential damages, costs and expenses for any loss or damage sustained by Turner resulting from delay in the period from the Date Required until the Goods are delivered and/or the Services are performed by the Seller. Neither party shall be liable for any delay, failure to perform any obligation or failure or delay to deliver or accept any or all of the Goods and/or the Services where such delay or failure is caused by fire, flood, natural disaster, hurricane, tornado, earthquake, act or threat of terrorism, 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 or anticipated delay from any cause, including without limitation 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.

Warranty. Seller expressly warrants that the Goods delivered and/or the Services performed hereunder will be merchantable, fit for its particular purpose, non-defective and of good quality, design, material, and workmanship. This warranty shall survive any inspection, delivery, acceptance, or payment by Turner for the Goods and/or performance, acceptance or payment for the Services. Seller warrants that the Goods and/or the Services are now free, and that at time of delivery shall be and remain free from any and all security interest, notice of lien, charge or other lien or encumbrance at all times. In the event Seller causes or permits a security interest, notice of lien, charge or other lien or encumbrance to occur in violation of this Purchase Order, without limiting any other remedies available to Turner, Seller shall immediately remove or retract, expunge, remove or cancel any security interest, notice of lien or other lien, charge or encumbrance at Seller's sole cost and expense and shall 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 such security interest, notice of lien or other lien or encumbrance. This indemnity shall survive the termination or cancellation of this Purchase Order.

Payment Terms. The parties agree that the net amount of the invoice for the Goods and/or Services shall be paid in full within, 45 days of the date invoice received unless otherwise expressly agreed to by both parties in this Purchase Order. Invoices shall be submitted promptly and in a timely manner. Turner is not obligated under any legal or equitable theory to pay for Goods and/or Services reflected in an invoice that is received by Turner more than 90 days after delivery of Goods and/or Services. In the event of any act or occurrence of fraud, including hacking, phishing, or any other cyber-related event [collectively the "Cyber Fraud"] which results in erroneous payment by Turner, the parties agree, affirm, and acknowledge that Turner shall have no further liability or obligation in any way associated with the Cyber Fraud, and no party shall have recourse against Turner for lack or lost payment due to or arising out of such Cyber Fraud.

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 this Purchase Order. If a prompt payment discount is provided for on the Purchase Order, the discount period begins when the Goods and/or Services or invoices are received or performed, 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 and/or Services previously rendered.

Taxes. Except as may be otherwise provided in this Purchase Order, the price for the Goods and/or Services hereunder includes all applicable federal, state, and local taxes in effect on the date of this Purchase Order.

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

Indemnification by Seller. To the maximum extent of Seller's negligence, breach of this Purchase Order or fault, Seller will indemnify, hold harmless, and defend Turner from all liability for loss, damage, or injury to person or property in any manner, including without limitation attorney's fees and litigation expenses, in connection with any claim, suit, action, proceeding, arbitration, investigation or any other controversy arising out of or incident to the performance of this Purchase Order. In the event the foregoing exceeds the maximum extent of indemnity allowed by applicable law, the foregoing indemnity shall be conformed, construed, interpreted, and enforced to the maximum extent allowed. By these presents, Seller does release, renounce, and relinquish any claims, rights, defenses, and/or assertions that the foregoing indemnity is null, void, and/or unenforceable, and does further release, renounce, and relinquish any claim, defense, or assertion that work performed pursuant to this Purchase Order fits within the definition of "construction contract" or "construction agreement" as provided by applicable law. This indemnity shall survive the termination or cancellation of this Purchase Order.

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, all applicable laws dealing with labor, employment, wages, workers' compensation, employer liability, unemployment compensation, safety, anti-trust and anti-collusion, fair trade, the environment, equal employment opportunity, and discrimination, harassment and retaliation on the basis of race, color, religion, gender, national origin, veterans status, disability and other protected class.

Insurance. For purposes of the provision of Goods and/or performing of Services, Seller shall obtain and maintain at its sole cost and expense comprehensive general liability, workers compensation and other insurance prudent in Seller's industry with insurance carriers, with deductibles and other terms reasonably satisfactory to Turner in order to insure any and all insurable risks in connection with this Purchase Order. Copies of such insurance shall be provided to Turner upon Turner's request and shall name Turner as additional insured or loss payees, as the case may be, at Turner's request.

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/or the Services and, at its own cost, shall make any adjustments and changes required to the end that an efficient and fully satisfactory Goods and/or Services 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 and/or Services properly furnished and accepted prior to cancellation. Additionally, this Purchase Order is subject to cancellation at the option of Turner by giving notice to Seller at any time. Where the Purchase Order is canceled for the convenience of Turner, Seller shall be paid (a) the unit price for each item of Goods and/or Services properly furnished and accepted prior to cancellation, plus (b) the cost of Goods in process of manufacture specially for Turner and/or Services being specially performed for Turner, 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 consequential damages, incidental damages, loss of business opportunity, overhead, profit and/or anticipatory profits.

Assignment. This Purchase Order and any Goods and/or Service or money due hereunder may not be assigned by Seller without the prior written consent of Turner but which consent may be withheld for any reason.

Setoffs and Counterclaims. All claims for monies due or to become due from the Turner under this Purchase Order 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 and Dispute Resolution. This Purchase Order and the acceptance of it shall be governed by the laws of the State of Louisiana. Any disputes under this Purchase Order shall be exclusively governed by arbitration pursuant to the Commercial Rules of Arbitration of the American Arbitration Association (the "Rules"). A single arbitrator shall be selected by the American Arbitration Association pursuant to the Rules. The arbitral proceedings shall be confidential. The arbitral award shall be in writing setting forth reasoned legal and factual support for the award, and shall be final, binding and conclusive except as provided in the Federal Arbitration Act. The parties agree that there shall be no recourse whatsoever to any court or tribunal except

solely to enforce a final arbitral award in a court of competent jurisdiction.

**Modification and Amendments.** No waivers, amendments or modifications of any of the terms or conditions of this Purchase Order shall be valid unless reduced to writing and signed by both parties hereto. The terms and conditions of this Purchase Order shall not be amended or modified by virtue of a course of performance, custom or course of dealing between parties. No other purchase order, invoice, quote or any other document sent or used by Seller shall have any effect whatsoever, and this Purchase Order shall be the sole and exclusive agreement of the parties.

**For Goods and/or Services Provided In Louisiana.** For any Goods sold and/or Services performed in Louisiana, the parties agree that Turner shall be considered the statutory employer of any and all of Seller employees hired or retained in any manner by Seller while providing Goods and/or performing Services to Turner under this Purchase Order, pursuant to La. R.S. 23:1032 and 23:1061. The parties further stipulate, agree and recognize that all Goods sold and/or Services performed under this Purchase Order shall be considered part of the Turner's trade, business or occupation and shall be specifically considered an integral part or essential to the ability of Turner to generate its services.

**Severable Provisions.** The provisions of this Purchase Order are severable, and if any one is or more provisions are determined to be illegal, invalid or otherwise unenforceable, in whole or in part, the remaining provisions of this Purchase Order, 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.



February 26, 2019

**Turner Industries Group, L.L.C.  
Corporate Code of Conduct – Gifts and Entertainment**

To all suppliers and subcontractors:

I would like to take the opportunity to remind our suppliers and subcontractors of Turner's formal Corporate Code of Conduct as it relates to gifts and entertainment. Specifically, Turner employees may not solicit, acquire, accept, or retain any personal benefit from, or maintain an ongoing relationship with any supplier, vendor, subcontractor, or any individual or organization doing (or seeking to do) business with Turner that may have the effect of creating, or the appearance of creating a conflict of interest. A conflict of interest may arise when a gift, gratuity, favor, service, discount, special treatment, compensation in any form, or anything of monetary value has an effect, or appears to have an effect on an individual's business judgment. As such, no gift or more than the nominal value, travel, loan, cash in any amount, excessive entertainment, services, favored treatment, or substantial or unusual accommodation of any nature may be accepted by a Turner employee from an individual or organization doing (or seeking to do) business with Turner.

As a company, Turner insists in honesty, integrity, and fairness in all aspects of our business and expects the same in relationships with those who we do business. Entertainment should be limited to infrequent events such as business lunches, and accepted only on a reciprocal basis.

Turner projects are located in many regions, potentially conducting business with your organization at multiple locations. Please support our commitment and dedication to ethical professional conduct, and circulate this letter to all individuals in your organization who may conduct business with Turner and its employees.

If you have any questions, or would like to get a copy of Turner's Corporate Code of Ethics and Professional Conduct, please contact Farrah Zeppuhar, Director of Corporate Procurement. The code is available at: <http://www.turner-industries.com>

Regards,

A handwritten signature in blue ink that reads "Thomas H. Turner".

Thomas H. Turner  
Chief Executive Officer

A handwritten signature in blue ink that reads "Roland M. Toups".

Roland M. Toups  
Executive Chairman

PO Box 2750 Baton Rouge, LA 70821

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