

TRADE LABOR PURCHASE ORDER TERMS & CONDITIONS

Whereas, Purchaser wishes to contract with Seller for the services described in the Purchase Order (hereinafter called "Services").

Whereas, Seller is ready, willing, and able to provide such Services as may be required by Purchaser.

Now, therefore, for and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES

Seller understands and agrees that the Services to be provided to Purchaser under and pursuant to this Agreement shall be so provided on a day-to-day, as-needed, basis and that Purchaser in its sole discretion shall determine its need, if any, for Services or the continuation of Services as may be provided by Seller under and pursuant to this Agreement.

Seller agrees to provide the Services described in this Purchase Order and further agrees that the cost of such Services shall not exceed the limitation of cost set forth in the Purchase Order.

Seller agrees to provide the Services for the full duration indicated on the Purchase Order. If the Purchase Order does not state a beginning and ending date, then the Services shall begin upon notice from Purchaser and continue day-to-day until notice of termination of Services from Purchaser is communicated.

Labor classifications applicable to Services to be provided under and pursuant to this Agreement shall be limited to those classifications set forth in the Purchase Order and/or description of the Services.

Purchaser shall have sole discretion to establish the minimum qualifications necessary for the performance of any Service to be rendered under and pursuant to this Agreement. Further, if at any time and at its sole discretion, Purchaser determines that the Services performed under and pursuant to this Agreement by any of the persons provided by Seller are not satisfactory, Purchaser will so notify Seller in writing (email is acceptable) and Seller shall immediately withdraw such individual and, at Purchaser's option, furnish an individual who meets the qualifications required.

ARTICLE 2. COMPENSATION

For Services provided under and pursuant to this Agreement, Seller shall be compensated as provided below:

For labor expended by Seller in providing Services under and pursuant to this Agreement, Seller shall be paid an amount equal to the applicable hourly or daily rate multiplied by the total number of hours or days actually worked by persons provided by Seller. The hourly or daily rate shall not exceed those rates set forth in the Services Description section of the Purchase Order.

ARTICLE 3. PAYMENT

Payment from Owner is a specific condition precedent to Purchaser's obligation to pay Seller for work performed and workers supplied pursuant to this Agreement. Upon payment from Owner for the portion of work Seller's supplied workers are associated, and receipt of a valid invoice from Seller, payment shall be made net sixty (60) days from the date of receipt by Purchaser of Seller's invoice. Seller's invoice shall set forth, as a minimum, details of labor expended:

Seller's invoice shall set forth the date or dates that person(s) provided by Seller actually worked in providing Services under and pursuant to this Agreement. Beginning and ending dates shall be shown whenever Services are provided uninterrupted over a period of time and individual dates shall be shown whenever Services have been provided on a day-to-day basis. Seller's invoice shall clearly show the labor classification, name(s) of Seller-provided worker(s), applicable labor rate(s), and the total dollars claimed for the period. Whenever Seller provides services for an extended period of time, Seller shall submit its invoices for labor expended no less often than once each calendar month.

ARTICLE 4. SELLER PROVIDED WORKERS

Seller-provided workers who perform Services for Purchaser under and pursuant to this Agreement shall be bound by the provisions of this Agreement and Seller shall, at the request of Purchaser, furnish to Purchaser satisfactory evidence to that effect.

ARTICLE 5. SELLER REPRESENTATIONS

Seller represents and warrants that it and its supplied workers have the right to perform the Services required under and pursuant to this Agreement without violation of obligations to

others, and that Seller and its supplied workers have the right to disclose to Purchaser all information transmitted to Purchaser in the performance of Services under and pursuant to this Agreement, and Seller agrees that any information submitted to Purchaser may be used fully and freely by Purchaser.

Seller further represents and warrants that all Seller-provided workers have been properly trained and received all certifications required in both their respective work functions under this Agreement as well as in all applicable safety rules, ordinances, regulations (municipal, state and federal) and that every Seller-provided worker has passed a background check and if applicable a medical evaluation in regards to their fitness to complete all tasks required under this Agreement.

Seller warrants that for each of the past three years: (1) it has not had a fatality; (2) its Total Recordable Incident Rate (TRIR) has not exceeded 1.0, and (3) its Experience Modification Rate (EMR) has not exceeded 1.0.

ARTICLE 6. DURATION AND TERMINATION

This Agreement may be terminated by:

A. Purchaser, immediately and at any time and for any reason, with or without cause. In the event of termination by the Purchaser, Seller will be paid for Services rendered up to the date and time termination is communicated to the Seller.

B. Seller, with or without cause at any time, upon thirty (30) days' prior written notice to Purchaser.

ARTICLE 7. INDEMNIFICATION

To the maximum extent permitted by law, Seller shall indemnify and hold harmless Purchaser, any higher tier contractor, and the Owner, jointly and severally, and their respective officers, consultants, sureties, agents and employees of any of them (Indemnified Parties) from and against damages, and associated reasonable expenses, including but not limited to reasonable attorneys' and consultants' fees, caused by or arising out of the performance of the Work by Seller or by any of its, subcontractors, officers, agents, employees or servants, including but not limited to any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property, claims due to delays in or acceleration of the work of other contractors, claims for loss of productivity, claims for additional storage and handling charges, claims for escalation of the cost of labor and materials, claims for home office overhead, liens against funds, claims related to the alleged failure of the Seller to perform in accordance with this Agreement, and/or claims related to the removal, handling or use of any hazardous materials. The indemnity shall not apply

to claims, liability, litigation, loss or expense caused by the sole negligence of Purchaser.

ARTICLE 8. INDEMNIFICATION CONTRACTOR

The status of Seller is that of an independent contractor and not of an agent or employee of Purchaser and, as such, Seller shall not have the right or power to enter into any contracts, agreements, or any other commitments on behalf of Purchaser.

ARTICLE 9. INSURANCE

Seller shall maintain in full force and effect, and upon the request of Purchaser, shall furnish evidence satisfactory to Purchaser that Seller maintains the following insurance coverages:

A. Comprehensive general liability insurance in the minimum amount of \$1,000,000.00 combined single limit that will cover any and all losses to Purchaser property, property of third parties, or personal injuries caused by the acts or omissions of Seller.

B. For any vehicle used by Seller or Seller-supplied workers in providing Services under and pursuant to this Agreement, vehicle liability insurance in the minimum amount of \$1,000,000.00 combined single limit.

C. Seller will carry workers' compensation and employer's liability insurance in accordance with applicable law.

ARTICLE 10. ASSIGNMENT

Neither the Purchaser nor the Seller may delegate, assign, sublet, or transfer its duties or interest in this agreement without the written consent of the other party.

ARTICLE 11. ENTIRE AGREEMENT

The Purchase Order and these Terms and Conditions together shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

ARTICLE 12. GOVERNING LAW

This Agreement is to be governed by the laws of the State of Maryland, exclusive of its conflicts of law's provisions. If a claim arises in relation to this Agreement and the claim is for \$30,000 or less, then the claim shall be tried solely and exclusively in a district court of Maryland for Carrol County. If the claim is for more than \$30,000, then the claim shall be settled by binding arbitration before one arbitrator in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Such arbitration shall be



in Owings Mills, Maryland, at a location agreed upon by both Parties. Any award rendered by the arbitrator(s) shall be conclusive and binding upon the parties. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in any court of competent jurisdiction. Due to the specialized nature of construction litigation, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY. Client hereby consents to personal jurisdiction and venue in the State of Maryland.

ARTICLE 13. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

ARTICLE 14. NO WAIVER

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.