GENERAL TERMS AND CONDITIONS–SERVICES
EFFECTIVE DATE: OCTOBER 16, 2026 (Version 2026-10)

These General Terms and Conditions are hereby incorporated into and made part of the Purchase Order (the "**Purchase Order**") issued by the purchaser identified therein ("**Company**") to the vendor identified therein ("**Vendor**"). The version of these General Terms and Conditions in effect on the date the Purchase Order is issued, as posted at https://worldoilcorp.com/legal/, shall govern the Purchase Order, notwithstanding any later revision of these General Terms and Conditions, unless Company and Vendor otherwise agree in writing. The Purchase Order, together with these General Terms and Conditions, constitutes this "**Agreement**". Company and Vendor may be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

1.0 DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, when used in this Agreement, the following terms shall have the meanings assigned to them in this Section 1.0, unless the context otherwise clearly requires:

(a) "**Affiliate**" or "**Affiliates**" means (in relation to either Party) any and all Persons directly or indirectly controlled by, controlling, or under common control with that Party, including any Person which becomes an Affiliate after the date of the Purchase Order. For purposes of the foregoing, "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "**Controlling**" and "**controlled**" have correlative meanings.

(b) "**Applicable Law**" or "**Applicable Laws**" means any and all applicable federal, state, and local laws, rules, regulations, codes, ordinances, orders, directives, permit conditions and other governmental requirements that apply to (i) the Parties' respective obligations under this Agreement; (ii) Vendor's performance and/or Company's use of Work; and/or (iii) the health, safety and welfare of individuals working at or visiting the applicable Work Site(s).

(c) "**Claim**" or "**Claims**" means any and all claims, demands, damages, losses, liabilities (including contractual liabilities), liens, encumbrances, government-imposed fines and penalties, suits, causes of action of any kind or character (including those for property damage, environmental damage or contamination, personal injury, disease or death), obligations, costs, judgments and awards, whether under judicial proceedings, administrative proceedings or otherwise (including those requiring the payment of interest, attorneys' fees, and/or other costs of litigation).

(d) "**Construction Work**" means any construction, alteration, repair, installation, demolition, renovation, improvement to real property or other Work that constitutes "construction" under Applicable Law.

(e) "**Environmental Work**" means Work involving (i) handling, storage, transportation, disposal, release response, remediation or cleanup of Hazardous Materials (as defined in Section 12.1), (ii) environmental investigation, sampling, monitoring or remediation, or (iii) fuel, chemical, petroleum or waste-related operations.

(f) A Party's "**Group**" means, individually or in any combination, the applicable Party, its Affiliates, their respective owners, members, managers, shareholders, partners, contractors, subcontractors, consultants, vendors, invitees, licensees, successors and/or assigns, and the officers, directors, employees, agents and representatives of each of the foregoing. For the avoidance of doubt, "**Company Group**" means Company's Group, and "**Vendor Group**" means Vendor's Group. Notwithstanding the foregoing, Company Group shall not include Vendor or any other member of Vendor Group, and Vendor Group shall not include Company or any other member of Company Group.

(g) "**Person**" means any legal or governmental entity or any natural person.

(h) "**Tools**" means any of the instruments, equipment or tools of Vendor Group.

2.0 NATURE AND TERM OF AGREEMENT

2.1. Vendor's written acknowledgment of the Purchase Order, or Vendor's commencement of performance of the services specified therein ("**Work**"), shall constitute Vendor's unconditional acceptance of this Agreement. Vendor shall perform the Work in accordance with this Agreement. Vendor shall comply with all specifications that are set forth in the Purchase Order, including any specifications reasonably inferable from the express description of the Work.

2.2. Company may, at any time, in its sole discretion terminate the Purchase Order and this Agreement, in which event Vendor shall be paid, at the applicable rates stipulated in the Purchase Order, for Work performed up to and including the date of such termination. Unless otherwise agreed to by the Parties in writing, in no event shall Vendor be entitled to be paid prospectively for Work unperformed by reason of such termination, nor shall Vendor be entitled to any other compensation or damages for start-up costs, loss of anticipated profits or otherwise. Upon receipt of notice of such termination, Vendor shall promptly remove its personnel, machinery and equipment from Company's property(ies) and/or other site(s) at which the Work is being performed (the "**Work Site(s)**") and shall further cooperate with Company to ensure an orderly and expeditious transition and completion of the Work. No termination of the Purchase Order and this Agreement shall relieve either Party of its obligations and liabilities arising from or incident to Work performed prior to such termination.

2.3. Company may request, or Vendor may initiate, additional Work or modifications to the Work set forth in the Purchase Order by delivering a written change order request to the other Party. Vendor shall determine the cost and/or schedule impact, if any, of the requested or recommended change. No change will be effective unless and until documented in a written change order executed by the Parties ("**Change Order**"). Each Change Order shall be deemed an amendment to the Purchase Order, and Vendor shall proceed with the Work as specified and/or modified in such Change Order. Vendor shall not be entitled to request a Change Order for matters that were included previously in the Work or matters that Vendor agreed to perform or take into account previously in connection with the Purchase Order.

2.4. In the event of any conflict or inconsistency between the provisions of these General Terms and Conditions and the terms contained in the Purchase Order, these General Terms and Conditions shall prevail to the extent of such conflict or inconsistency. If and to the extent that the Purchase Order attaches or references Vendor's estimate, bid, quotation or proposal for the Work ("**Proposal**"), such Proposal is incorporated solely for purposes of identifying and providing the scope of Work, specifications, pricing and delivery schedule. No pre-printed or standard terms and conditions of Vendor contained in, attached to, referenced by, or incorporated into any Proposal (including, without limitation, any limitations on warranties, liability or indemnification), regardless of whether such pre-printed or standard terms and conditions of Vendor are executed by Company, shall govern or affect the rights and obligations of the Parties and are hereby rejected and deemed null and void and of no force or effect. Acceptance of this Agreement is expressly limited to the terms set forth herein, and any additional or different terms proposed by Vendor are rejected unless expressly agreed in writing by Company. Company's acceptance of or payment for the Work shall not constitute acceptance of any additional or different terms proposed by Vendor.

2.5. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective heirs, successors and permitted assigns.

2.6. Vendor represents and warrants to Company that it has full power, authority and legal right to enter into this Agreement and perform its obligations hereunder.

2.7. Vendor represents and warrants to Company that the individual issuing/accepting the Purchase Order on behalf of Vendor is fully authorized to issue/accept the Purchase Order on behalf of Vendor and, that by issuing/accepting the Purchase Order, Vendor shall be bound by the terms of the Purchase Order and this Agreement.

3.0 LABOR, EQUIPMENT, MATERIALS, SUPPLIES AND SERVICES

3.1. Vendor shall commence furnishing Work at the agreed upon time, and continue such operations diligently and without delay, in conformity with the specifications and requirements contained herein and in the Purchase Order. Time for performance of the Work shall be of the essence. Unless otherwise specified in the Purchase Order, Vendor and each member of Vendor Group shall, at its own risk and expense, furnish and deliver to the Work Site(s) all Tools, materials and supplies necessary for the performance of the Work. At all times during the performance of the Work, Vendor's Tools, materials and supplies shall be in first class condition, properly maintained, of the best quality for their purposes, free from defects, fit for their intended purposes and in strict compliance with Applicable Law.

3.2. All Work performed by Vendor shall be done with due diligence, in a good and workmanlike manner, using skilled, competent and experienced workmen and supervisors in appropriate numbers and in a manner consistent with the level of care and skill ordinarily exercised by other professional contractors providing similar Work in similar circumstances at the time the Work is performed. Vendor warrants that it is qualified to and shall perform the Work. Vendor shall take measures satisfactory to Company to protect the Work Site(s), including, without limitation, all structures, piping, conduits, equipment and facilities, Company's property and the property of third parties from damage during the performance of the Work and shall promptly repair any damage thereto caused by Vendor Group, at Vendor's expense. If Vendor fails to repair the damage within a reasonable time period, Company may repair such damage and Vendor shall, upon demand by Company, reimburse Company an amount equal to the costs incurred by Company for such repairs.

3.3. Vendor shall carefully inspect the Work Site(s) to ensure the safety of its employees, agents and subcontractors and promptly advise Company of any defects rendering the Work Site(s) unsafe. Company makes no representation, express or implied, as to any conditions at the Work Site(s) or any other property, and Vendor shall rely solely on Vendor's own examination and investigation of the surface and/or subsurface conditions (as appropriate to the Work) at the Work Site(s). Vendor shall provide, and shall cause its subcontractors to provide, personnel who are experienced, properly trained, fully qualified, fit for their respective assignments, and, to the extent required, licensed to perform work pursuant to Applicable Law. Vendor acknowledges that it has had the opportunity to conduct all inspections it deems necessary and assumes the risk of conditions that are reasonably discoverable. Vendor shall not be entitled to any equitable adjustment or Change Order for site conditions that were reasonably discoverable upon inspection or that are consistent with the information provided by Company in the Purchase Order.

4.0 PAYMENT

4.1. Company shall pay Vendor for the Work performed by Vendor and accepted by Company at the rate or prices set forth in the Purchase Order. Expenses authorized and approved in the Purchase Order shall be kept to a minimum and billed at actual cost, without overhead or mark-up, unless otherwise agreed in the Purchase Order.

4.2. If Company disputes the amount of any invoice, it shall use commercially reasonable efforts to notify Vendor of such dispute within thirty (30) days following receipt of the invoice and Company may withhold payment of the disputed portion until resolution of the dispute. Interest shall not accrue for charges disputed by Company. Unless otherwise expressly stated in the Purchase Order, the undisputed portion of each invoice shall be paid no later than thirty (30) days following the date of Company's receipt of such invoice. Notwithstanding the foregoing, Company's delay or failure to notify Vendor of any dispute within such period shall not constitute a waiver of, or otherwise foreclose in any manner, Company's rights, including setoff or claims for overpayment. Company may set off any amounts owed by Vendor or Vendor Group to Company or Company Group against any amounts payable to Vendor under this Agreement or any other agreement or transaction.

4.3. Within ten (10) days following Company's written request, Vendor shall provide such additional supporting information in Vendor's possession as may be reasonably required for Company to verify any expenses authorized and approved in the Purchase Order.

5.0 REPORTS TO BE FURNISHED BY VENDOR

Vendor shall orally report to Company, as soon as practicable, followed promptly by an appropriate written report, all accidents or occurrences resulting in death or injuries to any person or damage to property (whether owned by Company, Vendor, any member of Company Group or Vendor Group or a third party), arising out of or during the course of any Work. If requested by Company, Vendor shall furnish Company with a copy of all non-privileged reports made by Vendor to Vendor's insurers, governmental authorities and/or to others of such accidents and occurrences. When requested by Company, or if otherwise applicable, Vendor shall furnish periodic written reports, in the form and at the frequency reasonably specified by Company, covering any Work, materials, products or equipment furnished by Vendor for which Company is obligated to pay pursuant to this Agreement. All overtime, mileage, travel, equipment rentals, materials, products and equipment used, or any other charges incurred, shall be properly documented on such reports.

6.0 INDEPENDENT BUSINESS; INDEPENDENT CONTRACTOR RELATIONSHIP

6.1. Vendor represents and warrants that (a) Vendor is free from the direction and control of Company in connection with the performance of the Work; (b) Vendor is providing the Work directly to Company; (c) Vendor has and shall maintain at all relevant times all licenses, permits, business licenses and/or tax registrations required by Applicable Law, necessary for Vendor to operate its business; (d) Vendor maintains and operates out of its headquarters or other primary business location, located at the address included on the Purchase Order, which such address is separate from Company's address; (e) Vendor is customarily engaged in an independently established business of the same nature as that involved in the Work performed hereunder; (f) Vendor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from Company; (g) Vendor advertises and holds itself out to the public as available to provide the same or similar services; (h) Vendor provides its own Tools and vehicles to perform the Work; (i) Vendor has negotiated its own rates; (j) Vendor sets its own hours and location of work in the performance of the Work; (k) Vendor has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgment when performing the Work; and (l) to the extent a license is required by the California Contractors State License Board pursuant to Chapter 9 (commencing with Section 7000) of Division 3 of the California Business and Professions Code, Vendor represents that it holds and shall maintain such license in good standing.

6.2. In the performance of any Work by Vendor for Company, Vendor shall be deemed to be an independent contractor with the authority and right to direct and control all of the details of the Work, Company being interested only in the results obtained. However, all Work shall be subject to the approval of Company and shall be subject to a general right of inspection. Company shall have no right or authority to supervise or give instructions to the employees, agents or representatives of Vendor, or any other member of Vendor Group. Such Persons at all times shall be under the direct and sole supervision and control of Vendor. It is the understanding and intention of the Parties that no relationship of master and servant, principal and agent or employer and employee shall exist between Company or any other member of Company Group, on the one hand, and Vendor, its employees, agents or representatives, or any other member of Vendor Group, on the other hand. Vendor shall have no authority to negotiate or conclude any agreement or contract on behalf of Company, either written or oral. Any such agreement or contract shall be null and void. Vendor and its subcontractors shall be solely responsible for any and all salaries, employee benefit plans, taxes, insurance, and any and all other compensation and responsibility for their respective employees and subcontractors.

6.3. The Parties intend that Vendor at all times be, and be classified as, an independent contractor under Applicable Law. In furtherance of that intent, Vendor represents, warrants and covenants that (a) the Work performed under this Agreement is outside the usual course of Company's business; (b) Vendor is customarily engaged in an independently established trade, occupation or business of the same nature as the Work; and (c) to the extent an exemption from the "ABC test" under California Labor Code sections 2775 through 2784 (including, without limitation, the business-to-business and bona fide construction subcontract exemptions) is available with respect to the Work, Vendor meets, and shall continue to meet, all conditions of such exemption. The foregoing is in addition to, and does not limit, Vendor's indemnity obligations under Section 9.0 with respect to any Claim that any member of Vendor Group is an employee of any member of Company Group.

7.0 INSURANCE

7.1. Vendor, at its sole cost and expense, shall obtain and maintain, and shall require its agents, representatives, contractors and/or subcontractors performing any portion of the Work to obtain and maintain, throughout the course of performance and until completion of all warranty periods set forth in Section 8.0, the insurance coverage set forth below. The insurance requirements set forth herein are minimum requirements and shall not act as a limitation on recovery from such insurance nor limit Vendor's liability pursuant to this Agreement. Additional or different insurance requirements may be specified in the Purchase Order based on the type of Work being performed.

(a) **Required for All Work**:

- ***Workers' Compensation and Employer's Liability***: Statutory Workers' Compensation coverage as required by Applicable Law and Employer's Liability coverage with limits of not less than **$1,000,000 each accident, $1,000,000 disease-each employee, and $1,000,000 disease-policy limit**.
- ***Commercial General Liability*** ("**CGL**"): Commercial General Liability insurance for bodily injury, property damage and personal/advertising injury with limits of not less than **$5,000,000 per occurrence**, which may be satisfied through a combination of primary and Umbrella/Excess Liability coverage.
- ***Commercial Automobile Liability***: Commercial Automobile Liability covering any auto (or if Vendor owns no vehicles, hired and non-owned autos) with a combined single limit of not less than **$5,000,000 per occurrence**, which may be satisfied through a combination of primary and Umbrella/Excess Liability coverage.

The CGL and Commercial Automobile Liability policies, and any Umbrella/Excess Liability policies used to satisfy the limits required for such coverages, shall:

- Name Company and its Affiliates, and the officers, directors, employees, agents and representatives of each of them (collectively, the "**Additional Insureds**"), as additional insureds.
- Be primary and non-contributory with respect to any insurance or self-insurance maintained by Company Group.
- Include a waiver of subrogation endorsement in favor of Company and Company Group.

The CGL policies shall:

- Provide coverage for ongoing operations and completed operations, without limitation to ongoing operations only.

- Provide coverage at least as broad as ISO forms CG 20 10 07 04 and CG 20 37 07 04 (or equivalent).
- Include contractual liability coverage sufficient to support Vendor's indemnity obligations under this Agreement.

The Commercial Automobile Liability policies shall provide coverage at least as broad as ISO Form CA 20 48 (or an equivalent endorsement).

Additional insured status shall apply to both ongoing and completed operations and shall not be limited to vicarious liability only.

Vendor hereby waives, and shall cause its insurers to waive, all rights of subrogation against Company and Company Group under Vendor's CGL, Commercial Automobile Liability, Umbrella/Excess Liability, Workers' Compensation and Employer's Liability policies.

The CGL, Commercial Automobile Liability and Workers' Compensation and Employer's Liability insurance required hereunder shall provide coverage on the basis of occurrences during the policy period, and not on the basis of claims made during the policy period.

The CGL, Commercial Automobile Liability and Umbrella/Excess Liability policies shall include a "Separation of Insureds" or "Cross-Liability" provision, stating that the insurance applies separately to each insured against whom a claim is made or suit is brought, as though each were the only insured, except with respect to the limits of insurance.

If the Work includes the transportation of Hazardous Materials, the Commercial Automobile Liability policy shall include ISO endorsement CA 99 48 (Broadened Pollution Liability) or an equivalent endorsement and, where required by Applicable Law, an MCS-90 endorsement.

(b) **Required When Work Includes Design or Professional Services**: If the Work includes architectural, engineering, design, consulting or other professional services, Vendor shall maintain:

- ***Professional Liability (Errors & Omissions)*** with limits of not less than **$2,000,000 per claim**.

The Professional Liability (Errors & Omissions) insurance shall be maintained until the expiration of any applicable statute of limitations and repose, but in any event for a period of not less than five (5) years following the later of (i) completion by Vendor of all Work, or (ii) the earlier termination of this Agreement. Such policy shall have a retroactive date no later than the earlier of the date of the Purchase Order or the commencement of any Work. Vendor shall use commercially reasonable efforts to obtain a waiver of subrogation endorsement in favor of Company and Company Group.

(c) **Required When Work Includes Environmental Work**: If the Work includes Environmental Work, then Vendor shall maintain:

- ***Contractor's Pollution Liability (CPL)*** with limits of not less than **$5,000,000 per claim or occurrence**, covering bodily injury, property damage, environmental damage, cleanup costs and transportation exposures.

The CPL policy shall name Company and the other Additional Insureds as additional insureds for both ongoing and completed operations and shall include contractual liability coverage sufficient to support Vendor's indemnity obligations under this Agreement. The CPL policy shall be primary and non-contributory with respect to any insurance or self-insurance maintained by Company Group, and shall include a waiver of subrogation endorsement in favor of Company and Company Group. Vendor hereby waives, and shall cause its insurers to waive, all rights of subrogation against Company and Company Group under Vendor's CPL policy. The CPL policy shall not contain any insured-versus-insured or cross-suits exclusion that would preclude claims by Company Group against Vendor, or shall contain an exception to any such exclusion for claims brought by additional insureds that preserves Company Group's rights associated with claims by Company Group against Vendor.

Coverage may be written on a claims-made basis, provided it has a retroactive date no later than the earlier of the date of the Purchase Order or the commencement of any Work, and is maintained until the expiration of any applicable statute of limitations and repose, but in any event for a period of not less than five (5) years following the later of (i) completion by Vendor of all Work, or (ii) the earlier termination of this Agreement.

(d) **Required When Work Includes Construction Work**: If the Work includes Construction Work, Vendor shall maintain:

- ***Builder's Risk Insurance*** covering the Work, materials, supplies and equipment to be incorporated into the Work, written on an "all risk" or equivalent basis, in an amount not less than the full replacement value of the Work. Builder's Risk shall:
  - Name Vendor as named insured and the Additional Insureds as additional insureds or loss payees, as their interests may appear.
  - Cover property at the Work Site.
  - Include coverage for materials in transit and stored off-site (if applicable).
  - Be written on a completed value basis.
  - Remain in effect until final completion and acceptance of the Work.

Vendor hereby waives, and shall cause its insurers to waive, all rights of subrogation against Company and Company Group under Vendor's Builder's Risk Insurance policies. Vendor shall be responsible for any deductible under Builder's Risk coverage attributable to damage caused in whole or in part by Vendor Group.

7.2. All insurers must be rated A- VIII or better by A.M. Best and authorized to do business in the state where the Work is performed. All Umbrella/Excess Liability coverage shall follow form to the underlying policies without additional exclusions. All deductibles and self-insured retentions shall be the sole responsibility of Vendor, and shall not reduce the coverage available to Company Group. Any self-insured retention or deductible exceeding $500,000 shall require Company's prior written approval. Vendor shall provide Company at least thirty (30) days' prior written notice of cancellation or material modification (ten (10) days for nonpayment) of the insurance required in this Section 7.0. Vendor shall provide Company with notice of nonrenewal at least thirty (30) days prior to policy expiration, and in any event Vendor shall notify Company within five (5) business days after Vendor receives notice of any cancellation or material modification of any required policy. Vendor shall furnish Company certificates of insurance evidencing the required coverage prior to the commencement of Work hereunder and upon each renewal or replacement of any required policy. Such certificates shall attach copies of all required additional insured/other endorsements and waivers of subrogation required hereunder. **Failure to maintain the insurance coverage required in this Section 7.0 shall constitute a material breach and default of this Agreement. It is Vendor's obligation to provide Company with current certificates of insurance.** Upon request by Company, Vendor shall provide complete copies of the required policies and endorsements (redacted for pricing/unrelated insureds) to confirm maintenance of insurance. Subcontractors must maintain insurance meeting all the requirements of this Section 7.0, unless Company approves different coverage for a particular subcontractor in writing.

8.0 WARRANTIES

8.1. Vendor warrants to Company that for a period of one (1) year after Company's acceptance of the Work performed pursuant to this Agreement, all Work will: (a) be performed or supplied in accordance with the terms of this Agreement, including the standard of care set forth in Section 3.2; (b) (i) for Construction Work, be free from defects in workmanship and materials, and (ii) for Work that is not Construction Work, be performed in a professional and workmanlike manner; (c) conform to applicable specifications, drawings, designs, samples and other requirements specified in the Purchase Order; (d) be free and clear of all liens, security interests or other encumbrances; and (e) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any acceptance or payment of or for the Work by Company. The foregoing warranties are cumulative and in addition to any other warranty provided by law or equity and any standard warranty or guarantee of Vendor or any of its suppliers or subcontractors. To the extent permitted by Applicable Law, any applicable statute of limitations runs from the date of Company's discovery of the noncompliance of the Work with the foregoing warranties.

8.2. If Company gives Vendor notice of noncompliance with Section 8.1, Vendor shall, at its own cost and expense, within thirty (30) days re-perform or otherwise remedy the nonconforming Work. If Vendor fails to timely and satisfactorily cure the noncompliance, or if Company reasonably determines that immediate action is required, Company may, in its sole discretion and without further notice, perform or cause to be performed the re-performance or remediation of the Work, including through a third party, at Vendor's sole cost and expense. If Vendor fails to pay any amounts owed pursuant to this Section 8.2, Company may (among other remedies) deduct and/or offset all amounts owed to Company from any payments due to Vendor from Company. The warranty period for any Work that is re-performed or remediated shall be for a period of one (1) year following Company's acceptance of such re-performed or remediated Work.

9.0 INDEMNITY; LIMITATION OF LIABILITY

9.1. Subject to Section 9.2 and to the greatest extent permitted by Applicable Law, Vendor agrees to defend (with counsel reasonably acceptable to Company), indemnify

and hold harmless Company Group from and against any and all Claims, whether actual or alleged, to the extent arising from or relating to: (a) damage to any property or injury to or death of any person (including, but not limited to, any member of Vendor Group) to the extent caused by the negligent acts or omissions, recklessness, willful misconduct or strict liability of any member of Vendor Group; (b) any negligent acts or omissions, recklessness, willful misconduct or strict liability of any member of Vendor Group in connection with the Work; (c) any violation or alleged violation of Applicable Law by any member of Vendor Group in connection with the performance of the Work; (d) any breach of this Agreement by any member of Vendor Group; (e) any Claim by any member of Vendor Group that such Person is an employee or joint employee of any member of Company Group, or any determination that a relationship, other than that of independent contractor, exists between any member of Company Group, on the one hand, and any member of Vendor Group, on the other hand, or any other employment-based complaint or grievance by any member of Vendor Group; and/or (f) intellectual property rights violations or infringements pertaining to the Work performed by Vendor Group. Vendor's defense, indemnity and hold harmless obligations under this Section 9.0 shall be independent of, and shall not be limited by, any insurance maintained by any member of Company Group.

9.2. Notwithstanding anything to the contrary in this Agreement:

(a) Vendor shall have no obligation to indemnify or hold harmless any member of Company Group for the portion of any Claim to the extent caused by the negligence, recklessness or willful misconduct of any member of Company Group, and any defense costs attributable to such portion shall be allocated in accordance with Section 9.3.

(b) To the extent the Work includes design professional services within the meaning of California Civil Code § 2782.8, Vendor's defense, indemnity and hold harmless obligations with respect to such Work shall be limited to Claims to the extent arising out of, pertaining to, or relating to the negligence, recklessness or willful misconduct of any member of Vendor Group, and the cost to defend charged to Vendor shall not exceed such member of Vendor Group's proportionate percentage of fault, in each case consistent with California Civil Code § 2782.8. Such limitation on defense costs shall be applied in accordance with the allocation and reimbursement provisions of Section 9.3. With respect to any Claim subject to this Section 9.2(b), (i) Vendor's defense obligation shall consist solely of the obligation to reimburse the Indemnified Persons' (as defined below) reasonable defense costs, subject to the limitations of this Section 9.2(b), and (ii) the Indemnified Persons shall control the defense of such Claim with counsel of their choice, and the provisions of Sections 9.1 and 9.4 regarding Vendor's selection of counsel and assumption of the defense shall not apply.

(c) If any portion of this Section 9.0 is determined to be unenforceable under Applicable Law, such portion shall be deemed modified so as to reflect the Parties' intent to allocate risk to Vendor to the greatest extent permitted by Applicable Law.

9.3. To the extent permitted by Applicable Law, Vendor's duty to defend shall arise upon written tender of a Claim by Company or any other Person entitled to indemnification under this Section 9.0 (or under Section 10.2 or Section 12.5) (each, an "**Indemnified Person**") and shall be separate from and in addition to the duty to indemnify. If Applicable Law or Section 9.2 limits the scope of the defense obligation, Vendor's duty to defend shall be enforced to the greatest extent permitted by Applicable Law, and any limitation based on proportionate fault shall be applied through allocation and reimbursement of defense costs following final adjudication or settlement of the Claim. The Parties' respective percentages of fault shall be determined (i) by the final adjudication of the Claim, to the extent such adjudication determines such percentages, and (ii) otherwise, by written agreement of Company and Vendor or, failing such agreement, by a court of competent jurisdiction. Within thirty (30) days after the Parties' respective percentages of fault have been determined, Vendor shall pay to the applicable Indemnified Person any unpaid portion of Vendor's allocated share of defense costs, and Company shall refund, or cause to be refunded, to Vendor any defense costs paid by Vendor in excess of its allocated share.

9.4. The written consent of each Indemnified Person shall be required for any settlement that (i) does not fully and unconditionally release such Indemnified Person from all liability, (ii) admits liability, fault or wrongdoing on the part of such Indemnified Person, (iii) imposes any injunctive relief or other non-monetary obligation or restriction on such Indemnified Person, or (iv) requires any payment by such Indemnified Person that is not fully funded by Vendor. Any Indemnified Person may participate in the defense with counsel of its choice at its own expense. If Vendor fails to assume the defense of any Claim that it is obligated to defend under this Section 9.0 (or under Section 10.2 or Section 12.5) within ten (10) business days after written tender, or thereafter fails to diligently conduct such defense, the Indemnified Person may defend against such Claim with counsel of its choice and may settle such Claim in good faith without Vendor's consent; Vendor shall remain bound by its indemnity obligations with respect to any such settlement, and Vendor shall reimburse the Indemnified Person's reasonable defense costs within thirty (30) days after receipt of an invoice therefor, subject to the allocation provisions of Section 9.3.

9.5. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR LOST BUSINESS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY'S MAXIMUM AGGREGATE LIABILITY FOR ANY DAMAGES CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY COMPANY HEREUNDER FOR THE WORK GIVING RISE TO THE DAMAGES CLAIM DURING THE SIX (6) MONTHS PRECEDING SUCH CLAIM. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT BETWEEN THE PARTIES AND THAT, IN THEIR ABSENCE, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9.5 SHALL NOT APPLY TO VENDOR'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR TO VENDOR'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION 9.5, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

10.0 TAXES AND LIENS

10.1. Vendor agrees to pay all taxes, licenses and fees levied or assessed in connection with or incident to the performance of this Agreement by any governmental agency and unemployment compensation insurance, old age benefits, social security or any other taxes upon the wages of Vendor, its agents, employees and representatives. Vendor agrees to require the same agreements and be liable for any breach of such agreements by any of its subcontractors. Vendor agrees to reimburse Company (or Company may deduct from amounts owed to Vendor) on demand for all taxes allocated to Vendor hereunder but paid by Company.

10.2. Vendor agrees to pay all Claims for labor, materials, services and supplies incurred by Vendor (or any of Vendor's subcontractors) and agrees to allow no lien or charge to be fixed upon the property of any member of Company Group if payment has been made by Company to Vendor for the Work claimed under the lien or charge. Vendor agrees, to the greatest extent permitted by Applicable Law, to defend, indemnify and hold harmless Company Group from and against all such Claims, charges and liens if payment has been made by Company to Vendor for the Work claimed under such Claims, charges or liens.

10.3. Before payments are made by Company to Vendor, Company may require Vendor to furnish proof that there are no unsatisfied Claims for labor, materials, equipment and/or supplies.

11.0 COMPLIANCE WITH LAWS AND COMPANY POLICIES

11.1. Company and Vendor agree to comply, and Vendor agrees to cause all Work to comply, with all Applicable Laws which are now or may become applicable to the Work or operations covered by this Agreement or arising out of the performance of such Work or operations. If either Party is required to pay any fine or penalty resulting from the other Party's failure to comply with Applicable Laws, the Party failing to comply shall reimburse the other Party for any such payment within fourteen (14) days following such payment being made.

11.2. While at any Work Site, Vendor and members of Vendor Group shall confine themselves to areas in which the Work is being performed as designated by Company and shall comply with all security and safety requirements in effect. All equipment required to comply with Occupational Safety and Health Administration requirements, Applicable Law and Company's safety and security requirements shall be provided by Vendor at Vendor's sole expense.

11.3. All required personal protective equipment ("**PPE**") for the Work Site(s) shall be in compliance with Applicable Law and provided by Vendor to Vendor's personnel at Vendor's sole expense. If any Vendor employee, agent or subcontractor enters a Work Site without properly wearing all necessary PPE, Vendor shall immediately require such individual to wear all PPE and if such individual fails to timely comply, Vendor shall immediately remove the individual from the Work Site(s).

11.4. Without limiting Company's rights under Section 13.1, Company may immediately suspend operations under the Purchase Order and this Agreement if at any time Company in its reasonable judgment determines that Vendor has violated any of the provisions of this Section 11.0.

12.0 HAZARDOUS MATERIALS

12.1. As used in this Agreement, "**Hazardous Materials**" means any material, substance or waste that is listed, defined, designated, classified or regulated as hazardous, toxic or radioactive, or as a pollutant or contaminant, under Applicable Law, including petroleum, petroleum products, used oil, asbestos and polychlorinated biphenyls (PCBs). With respect to Hazardous Materials, Vendor shall comply, and shall cause each member of Vendor Group to comply, with Applicable Law, Company's Work Site(s) rules and any requirements included in the Purchase Order regarding Hazardous Materials.

12.2. As used in this Agreement, "**Pre-existing Hazardous Materials**" means Hazardous Materials at a Work Site that were not introduced by Vendor or any member of Vendor Group. If Vendor encounters Pre-existing Hazardous Materials that were not addressed in the Purchase Order, and Vendor must work in such portion of the Work Site(s) to complete the Work, then Vendor shall immediately (a) stop work in the affected area, and (b) notify Company orally of the Pre-existing Hazardous Materials and confirm such notice in writing within twenty-four (24) hours. Vendor shall ensure that no member of Vendor Group exacerbates any release of, or allows exposure to, Pre-existing Hazardous Materials.

12.3. If Vendor or any member of Vendor Group brings any Hazardous Materials to the Work Site(s), or generates any Hazardous Materials at the Work Site(s), then Vendor shall cause such Hazardous Materials to be: (a) safely and securely stored on such property; (b) removed from such property once such materials are no longer needed to perform the Work; and (c) properly disposed of thereafter, in each case in accordance with Applicable Law. Neither Vendor nor any member of Vendor Group shall bring any Hazardous Materials on to the Work Site(s) except to the extent necessary to perform the Work under the Purchase Order in accordance with this Agreement and the Purchase Order, and only in the minimum amounts necessary to perform the Work under the Purchase Order.

12.4. If any Hazardous Materials are spilled, released or discharged, or any Pre-existing Hazardous Materials are exacerbated, because of the acts or omissions of Vendor or any member of Vendor Group, then Vendor shall:

(a) immediately notify Company orally of such spill, release, discharge or exacerbation and confirm such notice in writing within twenty-four (24) hours;

(b) coordinate with Company before making any report to a governmental authority, unless Applicable Law requires an immediate report, in which case Vendor shall promptly provide Company with a copy of the report; and

(c) at its sole cost and expense, promptly contain, remove and remediate such Hazardous Materials and restore the Work Site(s) and any other impacted property to their condition immediately prior to such spill, release, discharge or exacerbation, in each case in accordance with Applicable Law and to Company's reasonable satisfaction.

If Vendor fails to promptly begin and diligently complete these obligations, Company may perform such obligations itself or through a third party. Vendor shall reimburse Company for all costs and expenses Company incurs in doing so within thirty (30) days after receipt of Company's invoice. In addition to any other remedies available to Company, Company may offset such costs and expenses against any sums otherwise due to Vendor.

12.5. To the greatest extent permitted by Applicable Law, Vendor agrees to defend, indemnify and hold harmless Company Group from and against any and all Claims (including, for avoidance of doubt, any and all remediation costs) that any member of Company Group suffers or incurs as a result of or relating to: (a) any Hazardous Materials that Vendor or any member of Vendor Group spills, releases, discharges or exacerbates at any Work Site(s) or otherwise in connection with the performance of the Work; and/or (b) any member of Vendor Group's failure to comply with this Section 12.0.

13.0 DEFAULT

13.1. Vendor shall be in default of this Agreement if Vendor (a) materially breaches this Agreement or fails to perform the Work in accordance with the Purchase Order and this Agreement, or (b) makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, ceases to conduct business in the ordinary course, becomes insolvent or is subject to receivership, insolvency or bankruptcy proceedings by or against it. Upon a default, Company may terminate the Purchase Order and this Agreement immediately upon written notice to Vendor. Upon termination for default, Company may complete the Work itself or through others. Vendor shall be liable for and promptly reimburse Company for all damages, costs and expenses arising out of the default and termination, including excess completion costs, administrative costs and reasonable attorneys' fees. Company may, without limitation, offset such amounts against any sums otherwise due to Vendor. Vendor shall be entitled only to payment for Work accepted by Company through the effective date of termination, less any amounts owed to Company.

13.2. Company shall be in default only if it materially breaches its payment obligations under this Agreement and fails to cure such breach within ten (10) days after receipt of written notice from Vendor specifying the default. If Company fails to cure within such period, Vendor may terminate this Agreement by giving written notice to Company. If Vendor exercises its termination right pursuant to the foregoing, Vendor shall be entitled, as its sole and exclusive remedy for Company's breach, to be paid undisputed amounts properly due for conforming Work performed through the effective date of termination as though Company had terminated the Purchase Order and this Agreement for convenience pursuant to Section 2.2.

14.0 FORCE MAJEURE

Except for the duty to make payments when due and the indemnification and insurance provisions under this Agreement, neither Party shall be responsible to the other for any delay, damage or failure caused by or occasioned by a Force Majeure Event. As used herein, a "**Force Majeure Event**" includes acts of God, action of the elements, warlike action, insurrection, revolution or civil strife, piracy, terrorism, civil war or hostile action, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction in the premises or any other group, organization or informal association (whether or not formally recognized as a government), inability to procure material, equipment or necessary labor in the open market, acute and unusual material or equipment shortages, pandemic or any other causes (except financial) beyond the reasonable control of the affected Party, the affected Party having acted in accordance with the standard of care set forth in Section 3.2, and which event is unforeseeable to the affected Party. Delays due to the above causes or any of them shall not be deemed to be a breach of or failure to perform under this Agreement. If either Party is prevented from or delayed in performing any of its obligations under this Agreement by a Force Majeure Event, such Party shall promptly give written notice to that effect to the other Party, stating the particulars of such Force Majeure Event and of the obligations thereby affected, and shall thereupon be excused from the performance or punctual performance, as the case may be, of such obligations for so long as the circumstances of the Force Majeure Event continue. A Party so affected by a Force Majeure Event shall use commercially reasonable efforts to minimize the effect of the Force Majeure Event upon the performance of this Agreement and shall promptly resume performance as soon as reasonably possible after removal of the circumstances of the Force Majeure Event. Either Party may terminate the Purchase Order and this Agreement by written notice to the other Party if performance thereunder ceases for a continuous period of thirty (30) days as the result of any Force Majeure Event. In the event of such termination, Vendor shall be compensated as though the Purchase Order and this Agreement were terminated in accordance with Section 2.2.

15.0 ASSIGNMENTS

Vendor shall not assign or delegate this Agreement or any of the Work required under this Agreement, voluntarily or involuntarily, including by Change of Control, merger, consolidation, operation of law or any other manner, without the prior written consent of Company, which may be given or withheld in Company's sole discretion. For purposes of this Section 15.0, a "**Change of Control**" means the occurrence of any of the following events: (i) an acquisition of Vendor by another entity by means of any transaction or series of related transactions or (ii) a sale of all or substantially all of the assets of Vendor, so long as, in either case, Vendor's equity owners immediately prior to such transaction hold, immediately after such transaction, less than a majority of the voting power of the surviving or acquiring entity. Vendor shall not utilize any subcontractor in its performance of the Work required under this Agreement without the prior written consent of Company, which may be given or withheld in Company's sole discretion. If and to the extent a subcontractor is approved by Company, Vendor shall require the subcontractor to be bound by the terms and conditions of this Agreement. Notwithstanding Company's consent and approval, no subcontract or similar arrangement shall relieve Vendor from its obligations or liabilities under this Agreement and Vendor shall be responsible for the acts, defaults and omissions of Vendor's subcontractors, agents and servants as fully as if they were the acts, defaults and omissions of Vendor.

16.0 GOVERNMENT REGULATIONS

The following regulations, when required by Applicable Law, are incorporated in this Agreement by reference as if fully set out herein:

(1) The Equal Opportunity Clause prescribed in 41 CFR 60-1.4(a);

(2) The Affirmative Action Clause prescribed in 41 CFR 60-300.5(a) regarding protected veterans; and

(3) The Affirmative Action Clause for individuals with disabilities prescribed in 41 CFR 60-741.5(a).

17.0 CONFIDENTIAL INFORMATION; OWNERSHIP

17.1. All information obtained by Vendor in the conduct of Work shall be considered confidential and shall not be divulged by Vendor or any member of Vendor

Group to any Person other than Vendor's designated representatives on a need-to-know basis for purposes of performance of the Work under this Agreement.

17.2. This Section 17.2 is provided as notice under the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1833(b). Notwithstanding Vendor's confidentiality obligations set forth above, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order. Vendor shall provide the foregoing notice to any of its employees, contractors and consultants who are or may be engaged in the Work.

17.3. Vendor shall not use the trade name, trademarks, brands, or company logo of Company or any other member of Company Group in any form of publicity or release. Vendor shall not make any statement, advertisement or publicity, nor issue any marketing letter, about the existence or terms of this Agreement without the prior written consent of Company, which may be granted or withheld in Company's sole discretion.

17.4. Subject to Vendor's rights in its Background IP, Vendor agrees that Company shall be the owner of all right, title and interest in and to all ideas, inventions, works of authorship, work product, materials and other deliverables conceived, made, developed, reduced to practice or worked on by Vendor in the course of providing the Work for Company, and all patent, copyright, trademark, trade secret and other intellectual property rights therein, whether now known or hereafter recognized in any jurisdiction (collectively, "**Work Product**"). Vendor hereby assigns to Company all of Vendor's right, title and interest in and to the Work Product. To the extent any Work Product, including any intellectual property rights therein, cannot be assigned to Company under Applicable Law, Vendor hereby grants to Company an exclusive, perpetual, irrevocable, worldwide, fully paid-up and royalty-free license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Work Product, including any intellectual property rights therein, in any manner and for any purpose, with the unrestricted right to sublicense such rights through multiple tiers. Vendor hereby waives any applicable moral rights in the Work Product.

17.5. As between the Parties, Vendor shall retain ownership (or licensed rights if owned by a third party) of all preexisting tools, know-how, processes and/or configurations owned by Vendor as of the date of the Purchase Order, including all intellectual property rights therein, that are incorporated into or used to create the Work Product ("**Background IP**").

17.6. To the extent Vendor Group accesses, receives, stores or processes any Company data or accesses any Company systems in connection with the Work, Vendor shall (a) implement and maintain commercially reasonable administrative, physical and technical safeguards designed to protect such data and systems; (b) use such data and access solely as necessary to perform the Work; and (c) notify Company without undue delay, and in any event within seventy-two (72) hours, after becoming aware of any actual or reasonably suspected breach of security affecting Company data or systems, and reasonably cooperate with Company in investigating and responding to such breach.

18.0 NOTICES AND PLACE OF PAYMENT

All notices, requests, demands, consents, approvals, waivers and other communications required or permitted under this Agreement (collectively, "**Notices**") shall be in writing and shall be deemed duly given: (a) one (1) business day after deposit with a nationally recognized overnight courier, with tracking and delivery confirmation; (b) three (3) business days after deposit in the United States mail, certified or registered mail, return receipt requested, postage prepaid; or (c) upon delivery, if delivered personally. Notices to Vendor shall be sent to its address set forth in the Purchase Order, or to such other address as Vendor may designate by Notice to Company in accordance with this Section 18.0. Notices to Company shall be sent to 9302 Garfield Avenue, South Gate, CA 90280, Attn: Legal Department, or to such other address as Company may designate by Notice to Vendor in accordance with this Section 18.0. All sums payable hereunder to Vendor shall be payable at its address set forth in the Purchase Order, or to such other address as Vendor may designate by Notice to Company in accordance with this Section 18.0.

19.0 SURVIVAL

Termination or expiration of the Purchase Order or this Agreement shall not limit or affect any rights, obligations or liabilities that accrued prior to such termination or expiration, nor shall it relieve either Party of any obligation that, by its nature, is intended to survive. Without limiting the foregoing, all provisions that by their nature are intended to survive termination or expiration of the Purchase Order or this Agreement shall survive, including, without limitation, Sections 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 7.0, 8.0, 9.0, 10.0, 11.0, 12.0, 13.0, 15.0, 17.0, 18.0, 19.0, 20.0, 21.0, 22.0 and 23.0.

20.0 GOVERNING LAW

20.1. This Agreement shall be construed, governed, interpreted and enforced, and the relations between the Parties determined, in accordance with the laws of the State of California, without regard, however, to any choice-of-law or conflicts of laws provisions which would direct the application of the laws of another jurisdiction. THE PARTIES VOLUNTARILY SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FOR THE ADJUDICATION OF THEIR LIABILITIES AND RESPONSIBILITIES UNDER THIS AGREEMENT.

20.2. If any action, reference or other proceeding be commenced (including an appeal thereof) to enforce any of the provisions of this Agreement or to enforce a judgment, whether or not such action is prosecuted to judgment, the unsuccessful Party therein shall pay all costs incurred by the prevailing Party therein, including reasonable attorneys' fees and costs, expert witness fees and costs, court costs and reimbursements for any other expenses incurred in connection therewith.

21.0 SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and there shall be deemed substituted such other provision as will most nearly accomplish the intent of the Parties to the extent permitted by Applicable Law.

22.0 NO THIRD-PARTY BENEFICIARIES

Except as set forth in Sections 7.0, 9.0, 10.0 and 12.0, nothing express or implied in this Agreement is intended or shall be interpreted to create or confer any rights, remedies, obligations or liabilities whatsoever in any third party.

23.0 ENTIRE AGREEMENT; CONSTRUCTION

The Purchase Order, together with these General Terms and Conditions, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, discussions, agreements and understandings, whether written or oral, relating hereto. This Agreement may not be amended, modified or supplemented, nor may any provision hereof be waived, except by a Change Order executed in accordance with Section 2.3 (with respect to the Purchase Order) or by a written instrument expressly stating that it is an amendment or waiver and executed by duly authorized representatives of both Parties. As used in this Agreement, the words "include" and "including," and variations thereof, shall be deemed to be followed by the words "without limitation." The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.