

STANDARD PURCHASE ORDER TERMS AND CONDITIONS



1. ACCEPTANCE: This Purchase Order is expressly conditioned upon Vendor's acceptance of all of the terms and conditions ("Terms") set forth herein, except as otherwise provided in a separate contract signed by the parties. Any terms and conditions contained in any invoice are expressly rejected. These Terms, as well as the preceding pages of this Purchase Order, may be modified only as agreed upon by the parties in writing.

2. PRICES: TERMS OF PAYMENT: The prices and terms of payment stated on the face hereof apply to all goods ordered and services performed hereunder. Dirt Pros EVS shall have no obligation to honor invoices for goods or services at any increased price, unless Dirt Pros EVS shall have approved such increase in writing. Vendor's invoices must contain the following information: the invoice date, the unique invoice number, the exact payee name, the remittance address, a description of the work performed or goods provided and the governing PO number. Vendor warrants that the prices of goods and services covered by this Purchase Order shall not exceed Vendor's lowest price for comparable goods and services in effect on the date this Purchase Order is accepted. No charges of any kind not stated on the face hereof will be allowed unless specifically agreed to in advance by Dirt Pros EVS in writing. Dirt Pros EVS shall receive the benefit, and Vendor shall promptly notify Dirt Pros EVS, of any price reductions in effect at time of shipment. All payments are made conditional upon acceptance by Dirt Pros EVS of the goods or services called for under this Purchase Order and shall be subject to adjustment for failure of Vendor to meet the requirements of this Purchase Order.

3. PROOF OF DELIVERY: For all goods delivered by Vendor to Dirt Pros EVS, or satellite locations, acceptable Proof of Delivery Receipts must be included with each invoice. An Acceptable Proof of Delivery must contain the following information: the unique order or work order number, the exact delivery address, the exact payee name, a description of the goods included organized by line item, signature of receiving Dirt Pros EVS representative, printed name of receiving Dirt Pros EVS representative, and the governing PO number. Any invoices received without Proof of Delivery Receipts will not be processed by Dirt Pros EVS until an Acceptable Proof of Delivery is presented.

4. TAXES: Vendor's prices shall be exclusive of all federal, state and local sales, use or excise taxes levied upon, or measured by, the sale, the sales price, or use of goods shipped or services provided pursuant to this Purchase Order. Vendor shall list separately on its invoice any such tax lawfully applicable to any such goods or services, and payable by Dirt Pros EVS, with respect to which Dirt Pros EVS does not furnish to Vendor lawful evidence of exemption. Vendor agrees to comply with any reasonable request by Dirt Pros EVS regarding payment under protest, and regarding any refunds, claims, litigation or proceedings with respect to any such taxes, to notify Dirt Pros EVS promptly of any refund or reduction in such taxes and to make appropriate adjustment to afford Dirt Pros EVS the benefit of any refund or reduction in such taxes. Vendor warrants that the prices for goods and services shown on this Purchase Order include all other taxes and all tariffs and custom duties which are or may be imposed by any taxing authority or government upon the manufacture, export, import, transportation, delivery, sale or purchase of the goods or the performance of the services ordered hereunder. Vendor shall pay all such taxes, tariffs and duties as mandated by law.

5. DELIVERY: The terms of delivery are as stated on the face hereof. The obligation of Vendor to meet the delivery dates, specifications and quantities, as herein set forth, is the essence of this Purchase Order. Deliveries are to be made both in the quantities and at the times specified herein, or if no such quantities or times are specified,

pursuant to Dirt Pros EVS's written instruction. Shipments in greater or lesser quantity than ordered may be returned, in whole or in part, at Vendor's expense, unless Dirt Pros EVS issues written authorization. If Vendor's deliveries fail to meet schedule, Dirt Pros EVS, without limiting its other rights or remedies, may either direct expedited shipping from Vendor or another supplier and charge any excess cost incurred thereby to Vendor, or cancel all or part of this Purchase Order. Vendor will comply with Dirt Pros EVS's billing and shipping instructions, and Vendor shall pay any redelivery or reshipping expense incurred by Dirt Pros EVS as a result of improperly marked, labeled or routed goods.

6. BACKORDERS: Backorders are only to be shipped by Vendor upon receipt of express written consent from Dirt Pros EVS. Acceptance and/or presentation of Proof of Delivery notwithstanding, Pros EVS shall have no obligation to honor invoices resulting from automatically generated backorders. All backorders generated by Dirt Pros EVS will be issued with original purchase order number followed by (-1, -2, or -3).

7. RISK OF LOSS: Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery thereof to Dirt Pros EVS. No such loss, injury or destruction shall release Vendor from any of its obligations hereunder. Vendor, regardless of fault, hereby releases and holds harmless Dirt Pros EVS against any and all losses, damages, claims and liabilities arising out of any loss, theft, damage or destruction of equipment, tools, materials or supplies owned or rented by Vendor.

8. EXCUSABLE DELAY: Either party may delay delivery and/or acceptance due to causes or events beyond the party's control. In such event, Vendor shall hold such goods at the direction of Dirt Pros EVS and shall deliver them when the cause or event causing the delay has been removed. A party shall be responsible only for the other party's direct additional costs resulting from holding goods or delaying performance of this Purchase Order at the party's request. The party that did not request or require the delay in performance may, when time is of the essence or for other good reason, terminate this Purchase Order without liability except as set forth above.

9. INSPECTION: All goods delivered hereunder shall be subject to inspection and testing at the point of destination by Dirt Pros EVS, notwithstanding prior payment by Dirt Pros EVS. If, in Dirt Pros EVS's judgment, any of the goods are defective, fail to comply with one or more specifications or are otherwise not in conformity with any of the requirements of this Purchase Order, Dirt Pros EVS, in addition to its other rights, may (a) reject the same for full credit, (b) retain the same and remedy any defects or nonconformity at Vendor's expense, or (c) require prompt correction or replacement of the same by Vendor at Vendor's expense. Goods so rejected by Dirt Pros EVS for whatever reason shall be held, packed, transported and/or stored at Vendor's expense. Nothing herein shall release Vendor from the obligation to make full and adequate testing and inspection of goods sold to Dirt Pros EVS hereunder.

10. WARRANTY: Vendor expressly represents and warrants to Dirt Pros EVS that (a) Vendor is the sole and lawful owner of all goods delivered hereunder, has good and marketable title thereto and has all necessary right and authority to sell such goods to Dirt Pros EVS as herein provided; (b) all goods delivered hereunder are free of any and all liens, claims, encumbrances and rights of third parties and are in compliance with all applicable laws, rules, regulations and executive orders and (c) all goods and services provided hereunder conform in all respects to the specifications, drawings, samples and other descriptions, if any, upon which this Purchase Order is based, and will be merchantable and free from any defects in material, design or workmanship. If Dirt Pros EVS has furnished performance requirements for the goods purchased hereunder, Vendor further warrants that such goods shall comply with such requirements and be fit and sufficient for the purposes for which Dirt Pros EVS intends them. In addition to any other remedies Dirt Pros EVS may have, Dirt Pros EVS may reject goods not conforming to the foregoing warranties, whether or not such goods shall have been previously accepted by Dirt Pros EVS or any prior payments shall have been made for such goods. Vendor warrants that the work shall be free of defects in material and workmanship for a period of one year from the date of acceptance. Vendor shall assign to Dirt Pros EVS all manufacturers' warranties relating to any of the equipment and materials. Vendor shall complete and file all test results and paperwork necessary to obtain the warranty paperwork, and shall deliver to Dirt Pros EVS copies of all such warranties. All costs associated with providing warranties are the responsibility of Vendor. Vendor agrees that the foregoing warranties shall survive delivery, acceptance, inspection, test, use of, and payment for, the goods and services provided hereunder and shall inure to the benefit of Dirt Pros EVS, its successors and assigns. Vendor shall promptly, and at its own cost and expense, correct work that is rejected by Dirt Pros EVS. The foregoing warranties are not exclusive, but shall be in addition to any other warranties provided by the Uniform Commercial Code, as

amended, or other applicable law. No inspection, acceptance, or payment by Dirt Pros EVS shall constitute waiver of any warranty.

11. PATENTS AND OTHER INTELLECTUAL PROPERTY: Vendor warrants that the goods specified herein and their sale or use alone, or in combination according to Vendor's specifications or recommendations, if any, will not infringe or constitute a misappropriation of any United States or foreign patent, copyright, trade secret or other proprietary right. In case the use of the goods is enjoined or threatened because of alleged or actual violation of any patent, copyright, trade secret or other proprietary right, Dirt Pros EVS shall have the right to require Vendor, at Vendor's expense, to procure for Dirt Pros EVS the right to continue using such goods, modify them so they become non-infringing or remove them and refund to Dirt Pros EVS the full purchase price thereof.

12. PATENT LICENSE: Vendor, as part of the consideration for this Purchase Order and without further cost to Dirt Pros EVS, hereby grants to Dirt Pros EVS an irrevocable, perpetual, royalty-free right and license to use, apply, transfer and sell, as part of the goods delivered hereunder, any and all software and other inventions and discoveries incorporated in such goods and Vendor hereby grants to Dirt Pros EVS a similar license to repair, rebuild or relocate the goods purchased by Dirt Pros EVS under this Purchase Order.

13. INSURANCE: Vendor hereby warrants and represents that at all times during the term hereof, it shall carry at least the following insurance with an insurance company rated "A-IX" or better by A.M. Best, in no less than the amounts set forth: A. Commercial General Liability for bodily injury liability (including death) and property damage liability - \$2,000,000.00 combined single limit (or separate policy limits of \$1,000,000.00 for each) per occurrence. B. Workers' compensation and employer liability insurance to the limits required by law. C. Commercial Vehicle Automobile Insurance on all Vendor-owned or leased vehicles which will be on or about Dirt Pros EVS's sites, including Bodily Injury Liability, Comprehensive, Collision, Property Damage.

14. ADVERTISING: Vendor will not use the names, logos, trademarks or service marks of Dirt Pros EVS, or of Dirt Pros EVS's affiliates, in any manner that is not authorized in writing by Dirt Pros EVS or the affiliate.

15. INDEMNIFICATION: Vendor shall indemnify, defend and hold harmless Dirt Pros EVS, its affiliates, and each of their respective officers, agents and employees, from and against any and all claims, demands, damages, liabilities, obligations, judgments, settlements, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in any way related to (a) any defect or deficiency in the goods or services purchased hereunder, or any other failure of such goods or services to comply with any warranty or other requirement of this Purchase Order, (b) any failure on the part of Vendor to honor, observe or perform any of its obligations hereunder, (c) any actual or alleged infringement of any patent, trademark, copyright, trade secret or other proprietary right by or in connection with the goods purchased hereunder, (d) any improper act or omission of Vendor, its officers, agents, employees or subcontractors, and/or (e) deficiencies in the delivery, condition, use or performance of the goods or services purchased hereunder.

16. CHANGES: Dirt Pros EVS may, at any time by written notice, specify changes in the goods or services provided hereunder, and Vendor, if feasible, shall comply therewith. If any such change causes an increase or decrease in the cost of or time required for performance of Vendor's obligations under this Purchase Order, an equitable adjustment shall be made in the price or delivery schedule or both, and this Purchase Order shall be modified in writing accordingly. Any claim by Vendor for an upward adjustment under this Section must be made within ten days from the date of receipt by Vendor of notification of the change.

17. ASSIGNMENTS: No right or obligation under this Purchase Order, including the right to receive monies due or to become due hereunder, shall be assigned by Vendor without the prior written consent of Dirt Pros EVS, and any purported assignment without such consent shall be void. Vendor shall not subcontract or in any other manner delegate to any other party the provision of goods or performance of any services under this Purchase Order without the prior written approval of Dirt Pros EVS.

18. SUBSTITUTIONS, EXTRAS: No substitution of materials or accessories, or adjustment of any specifications or other requirements of this Purchase Order, may be made without Dirt Pros EVS's prior written consent. No charges for extras will be allowed unless Dirt Pros EVS has ordered such extras in writing and the price has been agreed upon.

19. LIENS: Vendor shall at all times keep Dirt Pros EVS free from all liens asserted by any person, firm or corporation for any reason whatsoever, arising from the provision of the work and materials furnished by Vendor.

20. BACKGROUND CHECKS: Dirt Pros EVS shall obtain a criminal background check (“Background Check”) for each employee of Vendor who will be working unescorted inside a Dirt Pros EVS building or who will be working with Dirt Pros EVS’s confidential documents. Vendor will cooperate with Dirt Pros EVS in obtaining the Background Check. No such employee may commence work at Dirt Pros EVS or with Dirt Pros EVS’s confidential documents until Dirt Pros EVS notifies Vendor that the employee has passed the Background Check.

21. BEHAVIOR: Vendor will ensure that its employees, while at Dirt Pros EVS, abide by all of Dirt Pros EVS’s rules and regulations, including but not limited to those relating to sexual harassment, smoking, drinking, drug use and foul or disruptive language.

22. CONFIDENTIALITY OF INFORMATION: Vendor shall keep confidential all information, drawings, specifications and data furnished by or at the direction of Dirt Pros EVS hereunder, whether such information is transmitted in writing, electronically or orally.

23. OWNER'S PROPERTY: Any material furnished by Dirt Pros EVS in connection with this Purchase Order shall be held, preserved and protected by Vendor and applied or delivered as Dirt Pros EVS may direct. All such materials not used in the manufacture of the goods shall, upon Dirt Pros EVS’s request, be promptly returned to Dirt Pros EVS at Dirt Pros EVS's expense.

24. DEFAULT: In the event Vendor fails to perform any of its obligations under this Purchase Order, Dirt Pros EVS may cancel this Purchase Order in whole or in part and/or pursue any further remedies available at law or in equity. No waiver by Dirt Pros EVS of a breach by Vendor of any provision of this Purchase Order shall constitute a waiver of any other breach. All of Dirt Pros EVS's rights and remedies hereunder shall be cumulative and not exclusive. Dirt Pros EVS shall have the right to immediately terminate the Purchase Order, in whole or in part, upon written notice to Vendor, at the time any one of the following occurs: Vendor ceases to do business as a going concern; Vendor makes an assignment of its assets for the benefit of its creditors; Vendor is unable or admits in writing its inability to pay its debts as they become due; Vendor becomes insolvent; Vendor authorizes, applies for, or consents to the appointment of a trustee or receiver of all or a substantial portion of its assets; Vendor files a voluntary petition under any bankruptcy or insolvency law or files a voluntary petition under the reorganization provisions of the laws of the United States; or a court assumes jurisdiction over the assets of Vendor. Vendor will be responsible for all of Dirt Pros EVS’s added costs or expenses created by Dirt Pros EVS’s terminating the Purchase Order pursuant to this Section 24.

25. LIMITATIONS OF DIRT PROS EVS’S LIABILITY; STATUTE OF LIMITATIONS: Dirt Pros EVS's liability, and any claim of any kind against Dirt Pros EVS, for any loss or damage arising out of, connected with or resulting from this Purchase Order, or from any non-performance or breach hereof by Dirt Pros EVS, shall in no case exceed the price allocable to the goods or services or unit thereof which give rise to such liability or claim. In no event shall Dirt Pros EVS be liable for any loss of anticipated revenues or profits or for any indirect, incidental or consequential damages. Any suit or action by Vendor arising out of any breach of this Purchase Order, or otherwise relating to this Purchase Order or the subject matter hereof, must be commenced within one year after the cause of action has accrued or will be forever barred.

26. CANCELLATION: In addition to any other provisions contained herein for the cancellation or termination of this Purchase Order, Dirt Pros EVS shall have the right to cancel this Purchase Order in whole or in part at any time, for any or no reason, and without liability, by written notice to Vendor; provided that, upon any such cancellation, Dirt Pros EVS shall pay to Vendor the actual incremental costs incurred by Vendor in good faith in connection with this Purchase Order prior to Vendor's receipt of the cancellation notice.

27. CHOICE OF LAW AND VENUE: All of the rights and duties of the parties arising from or relating in any way to the subject matter of this Purchase Order will be governed, construed, and enforced pursuant to the laws of the State of Florida, without regard to Florida’s rules concerning the conflict of laws. Venue for any action or claim

arising hereunder shall lie exclusively in the state and federal courts located in Broward County, Florida and both parties consent to the personal jurisdiction of said courts.

28. COMPLIANCE WITH APPLICABLE LAWS: Vendor agrees that in the performance of this Purchase Order, it will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes.