



Standard Purchase Order Terms and Conditions

1. **ACCEPTANCE.** This Purchase Order is an offer to buy the goods and/or services described herein and becomes a binding contract according to the terms and conditions herein when the Purchase Order is accepted by the Vendor either by acknowledgment or by shipment or other commencement of work. Any acceptance of the Purchase Order is limited to acceptance of the express terms of the offer contained within these Terms and Conditions. No revision of this Purchase Order or any of the Terms and Conditions hereof shall be valid unless in writing and signed by an authorized representative of PALA - INTERSTATE LLC, and no condition stated by Vendor in acceptance of or acknowledging this Purchase Order shall be binding upon PALA - INTERSTATE LLC if in conflict with, inconsistent with, or in addition to the Terms and Conditions contained herein unless expressly accepted in writing by PALA - INTERSTATE LLC. Seller accepts these terms and conditions shall supersede any other terms and conditions provided.
2. **CHANGE ORDER.** Purchaser shall have the right to make changes in this order. Should any change affect any prices contained herein, Vendor shall, before proceeding, notify Purchaser of any price changes and receive Purchaser's agreement thereto. No modification, deviation from scope, rate change, duration or alteration or amendment to this order shall be effective unless in a written change order signed by Purchaser and acknowledged by Vendor. Any changes not so authorized shall not be paid.
3. **WARRANTY.** In addition to any other warranties expressly set forth in this order, Vendor warrants the goods supplied hereunder fit intended use, warrants against defects in workmanship and materials for a period of one (1) year from the date of initial use. Vendor further warrants and guarantees that the Work and all materials and equipment furnished in connection therewith are fit, safe, merchantable, and sufficient for the purposes intended. Any replacement of materials or corrections to workmanship shall be additionally warranted against defects for a period of one (1) year after date of remedying said defect. Vendor further realizes that, notwithstanding any drawings, specifications or other express descriptions of goods set forth in this order, Purchaser is relying on Vendor's skill and judgment to furnish suitable goods for the purposes described herein. All warranties shall survive any inspection, delivery, acceptance or payment. The above warranty shall not apply to crane rental & operator services and concrete pumping service providers.
4. **DELIVERY.** Shipment and delivery is to be in strict accordance with the instructions contained herein. Any documentation of the fact of delivery, whether or not signed by Purchaser or his agent, will not modify the terms and conditions of this purchase order. Deliveries later than the specified arrival date shall constitute a breach of this order unless caused by events unforeseeable and beyond the control of the Vendor. Vendor shall promptly notify Purchaser in writing of any event or circumstance which may prevent Vendor's timely delivery.
5. **PAYMENTS.** Unless otherwise expressly stated herein, invoices dated prior to delivery of goods to be supplied hereunder shall not be accepted by Purchaser. In the event that any Purchase Order does not specify payment terms, all payments will be made Sixty (60) days from the invoice date. Purchaser may withhold any payment due hereunder to such extent as may be necessary to protect Purchaser from loss because of a reasonable doubt that the goods will meet the requirements of this order or because of breach by Vendor of any of the provisions of this order. Purchaser shall further have the option, to use funds otherwise earned by Vendor on this Purchase order or other purchase orders to pay or set off Vendor's past due invoices and obligations, including backcharges owed to Purchaser whether on this Purchase order or any other purchase order. Vendor shall invoice per the rates and terms listed on the P.O. Final invoice must be received within 30 days from completion and acceptance of scope of work after said time Subcontract hereby waives any rights for payment or liabilities.
6. **PRICE WARRANTY.** Vendor agrees that prices shown on this Purchase Order are complete and no additional charges or charges of any type shall be added without Purchaser's express written consent. Additional charges are defined as, but are not limited to, shipping, packaging labeling, customer duties, taxes, insurance, storage, boxing and crating. Delay in receiving invoices and errors and omissions on statements or invoices will be considered just cause for withholding payment without losing discount privileges.
7. **CONTROLLING LAW AND SEVERABILITY.** The terms and conditions of this order shall be construed and interpreted under, and all respective rights and duties of the parties shall default to the governing law of the state of Louisiana with the exception of concrete pumping and crane rental & operator services which shall be governed by the state in which the work is performed and the courts located in the corresponding jurisdiction. If any provision or requirement of this order is declared or found to be unenforceable, the balance of this order shall be interpreted and enforced as if the unenforceable provision or requirement was never apart hereof.
8. **INDEMNIFICATION.** The Vendor shall indemnify and save harmless the Purchaser, and all persons acting for or on behalf of Purchaser from all claims and liabilities of any nature or kind, except where such claims and liabilities are caused by the sole negligence of Purchaser, including costs, attorney's fees, expenses arising from or occasioned by any breach of this contract, or infringement or alleged infringement of patent rights on any invention, process, article or apparatus, or any part thereof, or arising from or occasioned by the use thereof, including their use by Purchaser. Vendor shall be liable for all damages, costs and expenses, direct and indirect, including Purchaser's attorney's fees, resulting from any breach of this contract. In addition to the above, crane rental and concrete pumping service providers shall indemnify, defend, and hold harmless PALA-Interstate LLC, its affiliates, officers, employees, and agents from any and all claims, damages, liabilities, and expenses arising out of or related to Vendor's acts or omissions, including but not limited to, damage to property, bodily injury or death, Improper rigging or lifting techniques, and failure to follow site or safety procedures.

9. **TERMINATION.** Purchaser may terminate for convenience and may immediately cancel the Purchase Order by providing written notice to Vendor if Vendor breaches any term or condition contained herein, becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or any insolvency law, whether domestic or foreign, or has concluded or liquidated its business voluntarily or otherwise. Purchaser reserves the right to cancel this P.O. with no charge if notice is given at least 24 hours prior to scheduled mobilization for all crane and concrete pumping services. Charges for standby or cancellation less than 24 hours in advance must be pre-approved in writing by PALA-Interstate LLC.
10. **WAIVER OF SUBROGATION.** Vendor hereby waives, for consideration received, any and all rights of subrogation that now exist, or will exist, against Purchaser, or any persons acting for or on behalf of Purchaser, and this waiver shall be effective against any and all insurers, heirs, successors or assigns of Purchaser.
11. **RISK OF LOSS.** All risk of loss shall be upon Vendor from the time the goods first come under Vendor's control until such time as the goods shall be delivered to the destination specified herein and accepted by PALA - INTERSTATE LLC. Vendor agrees to indemnify and hold PALA - INTERSTATE LLC harmless for any and all loss, cost, damage, and expense that PALA - INTERSTATE LLC sustains as a result or in consequence of the loss of or damage to the goods during the period under which the goods or in Vendor's control.
12. **CONFIDENTIALITY.** The contents of this Purchase Order and all related commercial and technical information shall be kept secret and confidential by Seller and will not be divulged by Seller to any third party or utilized by Seller otherwise than in connection with this order. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time to PALA - INTERSTATE LLC by Seller shall be deemed secret or confidential and Seller shall have no rights against PALA - INTERSTATE LLC with respect thereto except such rights as any exist under any applicable patent law.
13. **FORCE MAJEURE.** PALA - INTERSTATE LLC or Seller may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such goods at the direction of PALA - INTERSTATE LLC and shall deliver them when the cause affecting the delay has been removed. Causes beyond the control of PALA - INTERSTATE LLC or Seller shall include government action or failure of the government to act where such action is required, acts of god, strikes, fires, accidents, Pandemic, or other such causes not due to PALA - INTERSTATE LLC's fault or negligence. Unless specifically instructed otherwise, any equipment will be deemed to be taken off-rent during Force Majeure event. In no way shall PALA be liable for incidental, consequential, indirect, special, delayed or liquidated damages to Seller, Owner, or Lessor due to a Force Majeure event.
14. **RENTAL OF EQUIPMENT.** In the event that this order covers the rental of equipment or other personal property, Vendor is to have complete responsibility of said equipment's performance. If said equipment should break down, it is Vendor's responsibility to repair/replace equipment immediately. Pala Interstate, LLC. will not be held responsible for payment for that time equipment is being repaired or replaced.
15. **ENTIRE AGREEMENT.** Any proposal by Vendor referenced in this order is solely referenced as a matter of convenience to Vendor, and the terms and conditions of said proposal are expressly prohibited from becoming a portion of this order. Any modifications to the above terms and conditions are made only by express reference to specific numbered paragraphs above, and only by its signed approval of a duly authorized agent of Purchaser. The terms and conditions on this page shall also govern over any provision set forth or referred to in Purchaser's drawings or specifications in the event of conflict therewith. All negotiations, understandings and agreements prior to the date of this order are merged herein and superseded hereby, there being no other agreements or understandings than those written or specified herein.
16. **ENTIRE AGREEMENT.** Any proposal by Vendor referenced in this order is solely referenced as a matter of convenience to Vendor, and the terms and conditions of said proposal are expressly prohibited from becoming a portion of this order. Any modifications to the above terms and conditions are made only by express reference to specific numbered paragraphs above, and only by its signed approval of a duly authorized agent of Purchaser. The terms and conditions on this document shall govern over any provision set forth or referred to in Purchaser's drawings or specifications in the event of conflict therewith. In the event an executed Master Purchase Order Terms and Conditions are on file prior to issuance of the purchase order then it shall govern.

**THE FOLLOWING SECTION SHALL BE APPLICABLE AND IN ADDITION TO THE ABOVE TERMS
FOR CRANE RENTAL SERVICES + OPERATOR AND CONCRETE PUMPING SERVICE
PROVIDERS.**

17. **INSURANCE REQUIREMENTS.** Insurance Requirements on Rental Equipment. Vendor shall maintain and provide Certificates of Insurance (COI) naming the PALA-Interstate LLC as an additional insured, with the following minimum coverage:
 - Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
 - Auto Liability (including hired and non-owned): \$1,000,000
 - Workers' Compensation: Statutory
 - Equipment/Crane Liability or Riggers Liability: \$1,000,000 minimum (adjusted based on lifts to be performed and the surrounding conditions).
 - Umbrella/Excess Liability: \$5,000,000+
 - Certificates must be provided before mobilization.
18. **PERFORMANCE STANDARDS.** Operator must be certified in accordance with OSHA 1926 Subpart CC and applicable local/state requirements. Crane must be properly sized for the lifts required and be inspected/certified within the previous 12 months. Vendor shall provide documentation of crane capacity charts, inspection logs, and operator qualifications upon request.
19. **SITE COORDINATION & ACCESS.** Vendor is responsible for coordinating arrival, setup, and demobilization with the on-site representative. Vendor shall perform site evaluation and pre-lift planning prior to beginning any lift. Any delay caused by Vendor (equipment failure, late arrival, unqualified personnel) may result in backcharges or schedule adjustments at Owner's discretion.
20. **SAFETY AND COMPLIANCE.** Vendor is solely responsible for the safety and operation of its equipment and personnel. Vendor shall comply with all OSHA, MSHA, DOT, and site-specific safety rules. Vendor must barricade or control the crane's swing radius as required. Personal protective equipment (PPE) for Vendor personnel is Vendor's responsibility.