

EXHIBIT A: STANDARD TERMS & CONDITIONS OF PURCHASE

THESE TERMS AND CONDITIONS ARE INCORPORATED INTO THIS PURCHASE ORDER

1. **MANDATORY BINDING ARBITRATION: ALL CLAIMS AND CONTROVERSIES ARISING OUT OF OR RELATED TO THIS PURCHASE ORDER, INCLUDING CLAIMS INVOLVING ANY SURETIES, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE OF BUYER'S OFFICE. THE AMERICAN ARBITRATION ASSOCIATION SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES.**
2. **PAYMENT & TAXES:** Payment for conforming goods and services will be made in accordance with the terms agreed to in writing by the parties and shall not act as acceptance by Buyer. Buyer shall not be liable for any charges unless such charges are specifically agreed to in writing. Prices include taxes and duties of any nature whatsoever, including all taxes applicable to this order and/or the goods or services purchased hereunder.
3. **TITLE & RISK OF LOSS:** Title and risk of loss to the goods purchased hereunder shall pass to the Buyer only upon receipt and formal acceptance by Buyer of the conforming goods.
4. **REQUIREMENTS ORDER:** If this order pertains to a construction project, any quantities listed are estimates and this is an order for all the requirements of Buyer for the project. Prices are firm and irrevocable for the duration of the project. The Purchase Order is also subject to any pay-when-paid provisions related to the project.
5. **WARRANTY:** Seller warrants that the goods will conform to the specifications furnished or otherwise applicable and will be fit and sufficient for the purposes intended, merchantable, of good material and workmanship and free from defects, and shall not violate any patent, trademark, or regulation law covering use of the items.
6. **TIME:** Seller shall deliver the goods or services by the specified delivery date and Seller's obligation to meet the delivery date is of the essence of this contract. Seller shall immediately notify Buyer of any delays in writing. Buyer may cancel any delayed orders and obtain a full refund if Seller cannot comply with the delivery date.
7. **CANCELLATION:** Buyer may cancel this Purchase Order for convenience at any time by sending written notice of cancellation to Seller. In such event, Buyer shall only be responsible for paying for the conforming goods and/or services provided as of the date of cancellation. If Seller is fabricating a specialty item for Buyer, Buyer shall only be responsible for paying for goods fabricated as of that date of cancellation.
8. **DAMAGES:** Buyer shall not be liable for any consequential, incidental, or punitive damages or any attorneys' fees in the event of any breach or cancellation of this Purchase Order.
9. **INFORMATION AND INSTRUCTIONS:** Seller agrees to furnish Buyer with all warnings, information, instructions, labels, placards, and other materials required by any laws, statutes, rules, or regulations relating to the use, shipment or transportation of the items shipped and/or delivered pursuant to this Purchase Order.
10. **MODIFICATION & WAIVER:** This instrument constitutes the entire agreement between the parties with respect to this Purchase Order and items delivered pursuant thereto. No amendment or modification of this Purchase Order subsequent to the date hereof shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Purchase Order. Buyer's failure to exercise any right granted hereunder shall waive Buyer's privilege of exercising such right at any subsequent time.
11. **APPLICABLE LAW:** This Purchase Order, and the rights, duties, obligations, and remedies of the parties shall be governed by or construed in accordance with the laws of the state to which the goods are shipped.
12. **ASSIGNMENT:** Seller may not assign this purchase order without Buyer's express written consent.
13. **SHIPPING:** Buyer and Seller shall agree to the cost and method of shipping in writing. Seller shall forward notice of shipment to Buyer on the date of shipment. The complete Purchase Order number must be shown on all invoices and shipping documents.
14. **INDEMNITY & INSURANCE:** To the fullest extent permitted by law, Seller shall defend, indemnify and hold Buyer, its employees, and affiliated corporations harmless from all damages, expenses, claims, and penalties which arise out of or are related to: (a) Seller's performance of the this contract, including the delivery or shipment of the goods; (b) any claim related to the quality or fitness of the goods or alleged defect in the goods; and (c) any breach of the terms of this contract. Seller shall maintain Workers Compensation, General Liability, and Auto Liability insurance to protect Buyer from such claims.
15. **DOCUMENTATION:** If requested, Seller shall provide certifications regarding the country of origin of the goods purchased hereunder and any other certifications, releases, or lien releases requested by Buyer.
16. **COMPLIANCE WITH LAW:** Seller shall comply with all laws, regulations, and orders applicable to Seller or required by any contract to which Buyer is a party, including but not limited to those governing: sourcing, wage and hour, employment, drug-free workplace, safety, hazard communication, material safety data, health, and matters affecting the environment. Seller shall not discriminate against any employee or applicant on the basis of race, color, religion, sex, national origin, age, disability, or veteran status; Seller shall comply with the **Civil Rights Act of 1964, Executive Order 11246, 41 CFR Part 60, 23 CFR Part 230**, and all other statutes and laws prohibiting any such discrimination. Seller shall comply with all federal and state antitrust laws, and warrants that no employee, officer, director, or agent of Seller has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Purchase Order. If required by contract, Seller certifies that it will comply with the Required Contract Provisions for Federal-Aid Construction Contracts outlined in **Form FHWA -1273** which is incorporated into this Purchase Order by reference.