



## PURCHASE ORDER GENERAL TERMS AND CONDITIONS

Karl Senner, L.L.C.'s ("Company") proposal for and its agreement to purchase by accompanying Purchase Order (the "Order") parts, machinery, equipment and materials (collectively, the "Goods") from you ("Seller") shall be governed by the following General Terms and Conditions. These General Terms and Conditions and the accompanying Order comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, and communications, both written and oral, with respect to the sale of Goods. These General Terms and Conditions and the Order prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with sale of Goods. No change to these General Terms and Conditions or the Order is binding upon Company unless it is in writing, specifically states that it amends the Order and these General Terms and Conditions, and is signed by an authorized representative of Company.

**1. Independent Contractor; Louisiana Statutory Employer.** Seller shall always remain an independent contractor of Company and shall have full authority over the selection, assignment, quantity, supervision and control of Seller's employees in connection with the sale of Goods to Company. Company shall deal exclusively with the Seller's designated representative assigned to supervise the sale of Goods. Notwithstanding anything to the contrary herein, in all cases where Seller's employees (defined to include Seller's direct, borrowed, special or statutory employees) are covered by the Louisiana Worker's Compensation Act, La. R.S. 23:1021 et seq, Seller and Company agree that all work and operations performed by Seller and its employees are an integral part of and are essential to the ability of Company to generate Company's goods, products and services for purposes of La R.S. 23:1061(A)(1). Furthermore, Seller and Company agree that Company is the statutory employer of Seller's employees for the purposes of La. R.S. 23:1061(A) (3). Irrespective of Company's status as the statutory employer or special employer (as defined in La. R.S. 23:1061(c)) of Seller's employees, Seller shall remain primarily responsible for the payment of Louisiana workers' compensation benefits to its employees and neither Seller nor its insurers shall be entitled to seek contribution for any such payments from Company.

### **2. Delivery of Goods.**

Seller shall deliver the Goods in the quantities and on the date(s) specified in the Order or as otherwise agreed in writing by the parties (the "Delivery Date"). Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods. If Seller fails to deliver the Goods in full on the Delivery Date, Company may terminate the Order immediately by providing written notice to Seller and Seller shall indemnify Company against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.

**3. Quantity.** If Seller delivers more or less than the quantity of Goods ordered, Company may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense.

**4. Shipping Terms.** All Goods shall be delivered to the address specified in the Order (the "Delivery Location") during Company's normal business hours or as otherwise instructed by Company. Delivery shall be made in accordance with the terms on the face of the Order. Seller shall give written notice of shipment to Company when the Goods are delivered to a carrier for transportation. Seller shall promptly provide Company all shipping documents, including the commercial invoice, packing list, and any other documents necessary to release the Goods to Company.

**5. Title and Risk of Loss.** Title and risk of loss for the Goods pass to Company upon delivery of the Goods to the Delivery Location.

**6. Inspection of Goods.** Company has the right to inspect the Goods on or after the Delivery Date. Company, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Company rejects any portion of the Goods, Company has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Company requires replacement of the Goods, Seller shall, at its expense, within thirty (30) days, replace the nonconforming Goods and pay for all related expenses,



including, but not limited to, transportation charges for the return of the defective Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Company may replace them with goods from a third party and charge Seller the cost thereof and terminate the Order for cause pursuant to Section 13. Any inspection or other action by Company under this Section shall not reduce or otherwise affect Seller's obligations under the Order, and Company shall have the right to conduct further inspections after Seller has carried out its remedial actions.

**7. Price.** The price of the Goods is the price stated in the Order (the "Price"). If no price is included in the Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Order. Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, applicable customs duties, fees, and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Company.

**8. Payment Terms.** Seller shall issue an invoice to Company on or any time after the completion of delivery and only in accordance with these General Terms and Conditions and the Order. Company shall pay all properly invoiced amounts due to Seller within thirty (30) days after Company's receipt of such invoice, except for any amounts disputed by Company in good faith.

**9. Warranties.** Seller warrants to Company that for a period of twelve (12) months from the Delivery Date, all Goods will: (i) be free from any defects in workmanship, material and design; (ii) conform to applicable specifications and other requirements specified by Company; (iii) be fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be free and clear of all liens, security interests or other encumbrances; and (vi) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Company. The foregoing warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Company's discovery of the noncompliance of the Goods with the foregoing warranties. If Company gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly

replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Goods to Seller and the delivery of repaired or replacement Goods to Company.

**10. General Indemnification.** Seller shall defend, indemnify and hold harmless Company, its affiliates and subsidiaries, and their respective employees, officers, agents, representatives and insurers (collectively, "Indemnitees" and individually, an "Indemnitee") from and against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorneys' fees (collectively, "Losses") arising out of or related to any Goods purchased from Seller or Seller's negligence, willful misconduct or breach of these General Terms and Conditions.

**11. Intellectual Property Indemnification.** Seller shall, at its expense, defend, indemnify and hold harmless Indemnitees against any and all Losses arising out of or in connection with any claim that such Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Seller shall not enter into any settlement without Company's or Indemnitee's prior written consent.

**12. Insurance.** Seller shall maintain worker's compensation up to the statutory limits (including, if applicable, USL&H coverage) and employer's legal liability insurance up to statutory limits of \$1,000,000 per occurrence, respectively and, if applicable, protection and indemnity (including crew coverage unless covered elsewhere) and commercial general liability coverage with limits of no less than \$5,000,000 per occurrence. Seller shall cause its worker's compensation insurer to waive all rights of subrogation against the Company and Company shall be named as an additional insured under the commercial general liability insurance policy. Seller shall provide Company with thirty (30) days' prior written notice in the event of a cancellation or material change in Seller's insurance policy. Upon Company's request, Seller shall provide Company with a certificate of insurance from Seller's insurer(s) evidencing the insurance coverage and endorsements specified in these General Terms and Conditions.

**13. Termination.** In addition to any remedies that may be provided under these General Terms and Conditions, Company may terminate the Order with immediate



effect upon written notice to the Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of these General Terms and Conditions or the Order, in whole or in part. If Company terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Company prior to the termination.

**14. Waiver.** No waiver by any party of any of the provisions of the Order or these General Terms and Conditions shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order or these General Terms and Conditions shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**15. Confidential Information.** All non-public, confidential or proprietary information of the Company, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Company to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Company in writing. Upon Company's request, Seller shall promptly return all documents and other materials received from Company. Company shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

**16. Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to be in default for any failure or delay in fulfilling or performing any term in the Order or these General Terms and Conditions, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics or pandemics; (c) war, invasion, terrorist

threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) national or regional emergency; and (f) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive calendar days following written notice given by it under this Section 17, the other party may thereafter immediately terminate the Order upon written notice.

**17. Assignment.** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of Company. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder.

**18. Dispute Resolution and Forum Selection.** Company and Seller agree that any suit, action or proceeding arising out of or related to the sale of Goods and these General Terms and Conditions shall be brought exclusively in federal district court or state district court for the Parish of Jefferson, State of Louisiana. IN ANY SUCH ACTION, COMPANY AND SELLER WAIVE ANY RIGHT TO A TRIAL BY JURY. Except to the extent the sale of Goods is governed by the general maritime laws of the United States, any dispute or claim arising out of the sale of Goods and/or this General Terms and Conditions shall be governed by the laws of the State of Louisiana, without giving regard to its conflict of laws rules.

(Revised January 2025)