

Marek Purchase Order Terms and Conditions

1. Definitions.

- a. "Marek" is Marek Brothers Systems, LLC. or any affiliated business units, the purchaser and initiator of this purchase order.
 - b. "Vendor" is the entity identified as such herein and who agrees to accept and fully fulfill the obligations described in this purchase order.
 - c. "Work" refers to materials to be provided by Vendor as specified herein, which shall include, but not be limited to, commonly stocked items, special orders, special manufactured/custom fabrication items, equipment, tools, rental equipment, rental tools or any other items to be provided by Vendor.
2. **Action is Acceptance.** This purchase order shall be deemed accepted without modification by commencement of any work required hereunder. No modification of any terms will be valid unless specifically and expressly agreed to in writing by Marek.
 3. **Payment Terms.** Payment for all work hereunder shall be due 30 days after receipt of a proper invoice for all work performed in accordance with this agreement. Any invoice received more than 75 days after delivery of the materials will not be paid. Marek reserves the right to reject an invoice or hold payment for: (1) suspected defects in the work or materials. (2) Delays in performing hereunder. (3) Incomplete or incorrect shipment. (4) Billing errors.
 4. **Inspection and Acceptance.** Acceptance of any and all work hereunder shall be contingent upon inspection by Marek as to conformance to the terms of this Purchase Order. Said inspection shall be conducted as soon as can be reasonably expected. Marek may reject any work in whole or in part. Acceptance of or payment for any work hereunder shall not be construed as acceptance or approval of any defective or unsuitable work.
 5. **Partial delivery.** Deliveries of any items in quantities less than the amount specified must be approved by Marek in advance and in writing, otherwise, the delivery will be considered nonresponsive and Marek may reject the delivery in its sole discretion. No payment will be made for rejected deliveries.
 6. **No substitution.** No substitution of any material specified herein will be allowed unless approved by Marek in advance and in writing. Any such substitution may be considered nonconforming according to the terms of this purchase order and Marek, in its sole discretion, may reject the materials. No payment will be made for rejected materials.
 7. **Shipping is DAP Destination.** Unless otherwise stated, Vendor is responsible for all shipping charges to the point specified in this purchase order. Vendor is also responsible for any damages occurring prior to the receipt, inspection, and acceptance by Marek. Vendor is responsible for determining the type(s) and limits of insurance it needs to adequately protect itself and agrees the Marek shall have no liabilities whatsoever for any damages occurring prior to its acceptance of the work.
 8. **Time is of the essence.** Vendor understands that time is of the essence in the performance of its obligations hereunder and agrees to notify Marek immediately if Vendor's performance is delayed or will possibly be delayed in whole or in part. Such notice will not relieve Vendor of any of its obligations hereunder. Marek may reject any late deliveries and terminate, without notice, for Vendor's failure to meet the agreed date of delivery. In such case, Vendor will bear all temporary storage and return shipping costs, including without limitation, applicable insurance premiums. Marek may also, in its sole discretion, dispose of the materials as it sees fit if return shipping instructions are not received in a reasonable time.
 9. **Safety.** If, in the course of fulfilling any purchase order, Vendor will be present on Marek property or job site, Vendor will follow all Marek safety rules, policies and guidelines and take all reasonable precautions to prevent injury or property damage. Vendor will maintain General Liability insurance including Products Liability with a limit of at least \$1,000,000 and including Marek as an additional

insured on a primary and non-contributory basis. Vendor will provide a copy of a valid insurance certificate at Marek's request.

10. **Clear Title.** Vendor warrants that all work will be new and delivered free and clear of any liens nor encumbered by any security interests of any third parties and Vendor will release any and every right to its own lien or security interest immediately upon acceptance of the payment due hereunder.
11. **Venue/Prevailing Law.** This purchase order is executed in Houston, Harris County, Texas and is governed by the laws of The State of Texas. Venue for any action related to this purchase order shall be in Harris County, Texas.