

# GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND MATERIALS

## 1. TERMS OF ACCEPTANCE

This Purchase Order Agreement consist of these Terms and Conditions and the attached Cover Signature Page, and becomes a contract when (1) signed acknowledgement is received by Arcadis ("Purchaser") or (2) upon delivery of all or any portion of the goods, equipment, or materials. Any other terms or document, including the Seller's proposal or quote, terms and conditions found in inquiries, shrink wrap and package licenses (and the like), bills of lading, receipts or acceptance documents shall be null and void.

If this purchase order pertains to the procurement of any software product, the parties agree that the terms of any associated "shrink-wrap", "click-wrap" or other "electronic" license agreement shall not apply and are hereby expressly excluded to the extent any terms therein conflict or contradict the terms of this Agreement, or any fully executed written License Agreement.

## 2. DELIVERIES, TIME

Time is of the essence for this Purchase Order. Purchaser's schedules and operational requirements are based on the understanding that goods, equipment, or materials will be delivered to Purchaser and/or installed by the dates specified on the Purchase Order. If deliveries and/or installation are not made at the time agreed upon, Purchaser reserves the right to cancel or to purchase elsewhere and hold the Seller accountable for any and all damages and costs.

## 3. VALUATION OF EXPRESS AND AIR FREIGHT SHIPMENTS

Applicable only to shipments made F.O.B. shipping point, the Seller shall value shipments made by express and air freight in accordance with the following schedule: a shipment weighing 100 pounds or more shall be valued at \$10.00 per pound; a shipment weighing less than 100 pounds shall be valued at \$1,000. Purchaser's insurance covers any higher valuations. If the Seller values any shipment at a higher valuation than specified here, then Purchaser shall have the right to bill the Seller for any extra insurance charges resulting from such higher valuation. Applicable to shipments made F.O.B. Purchaser jobsite, project site or office location, Seller shall bear full responsibility for risk of loss.

## 4. INSPECTION AND REJECTION

All goods, equipment, materials and/or installation services not in compliance with the specifications hereof, or delivered or performed contrary to instructions, or in excess of the quantities herein provided, or substituted for subject matter described, or not shipped in containers conforming to Purchaser's specifications (or, in the absence of such specifications not fully up to standard industry requirements or shipped, in recognized standard containers), or allegedly violating any statute, ordinance, or administrative order, rule or regulation, may be rejected by Purchaser and returned or held at Seller's expense and risk. Purchaser may charge to Seller all expense of inspecting, unpacking, examining, repacking, storing, de-installing and reshipping any goods, equipment, or materials rejected as aforesaid. The remedies hereinabove

afforded to Purchaser shall not be exclusive, and Purchaser may hold Seller liable for any and all damages arising from any breach or default hereinabove set forth.

## 5. PRICES

Prices recorded in this Purchase Order are not subject to increase. Prices include, where applicable, delivery of all goods, equipment, or materials F.O.B. job site, project site or office location, and freight and cartage. All charges for goods or materials will be paid 45 days from Purchaser's receipt of a compliant invoice. Purchaser may contest any charges on Seller's invoice by notice to Seller within 15 days of receipt of same. Except as otherwise recorded on the face of this Purchase Order, no additional amounts shall be chargeable to Purchaser because of taxes or excises presently or hereafter levied on Seller.

## 6. WARRANTIES

The Seller warrants that it has obtained all necessary registrations, licenses and permits which qualify it to do business. In addition, Seller warrants that in the performance of this Purchase Order Agreement it has complied with all the provisions of the Fair Labor Standards Act of 1938 of the United States, as amended.

Seller warrants further that all goods, equipment, materials and/or installation services purchased or delivered hereunder to be merchantable, fit for the purpose intended, free from defects in material or workmanship, and in conformance strictly with the specifications, drawings or samples specified or furnished. This warranty shall inure to the Purchaser, its client and any others who may be affected by the goods, equipment and materials. Subject to and except as otherwise provided by any maintenance agreement applicable to the goods, equipment, or materials being purchased hereunder, Seller shall repair or replace any part of the goods, equipment, materials or installation furnished hereunder which is found to be defective within 12 months from the date of acceptance of or initial use, whichever is later. The cost of repair or replacement, including all labor and parts, shall be borne solely by Seller. This warranty shall survive any inspection, delivery, acceptance of or payment by Purchaser for the materials or services.

## 7. INDEMNIFICATION BY SELLER

Seller shall indemnify, defend and hold harmless Purchaser against any loss, liability, cost or expense, including reasonable attorney's fees, incurred in connection with (1) any breach by Seller of any of its warranties, representations or obligations (ii) any personal injury, including death, property damage, or other damage arising from any act or failure to act, whether negligent or willful, by Seller or its agents, employees, contractors or invitees (iii) any failure of Seller to promptly pay all claims for labor, services, material or machinery, supplies, tools or other goods used or consumed in its performance hereunder.

## 8. CANCELLATION

Purchaser reserves the right at any time without cause to terminate or cancel all or part of any undelivered or unperformed portion of this Purchase Order by notice to Seller. Upon receipt of such notice, Seller shall immediately stop delivery or work on the portion of the order terminated or canceled. In the event of such termination or cancellation, Purchaser shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect the right of Purchaser to terminate this Purchase Order for default of Seller.

#### 9. PATENTS

All goods, equipment and materials provided hereunder shall not violate or infringe upon any patent, copyright, trademark or other proprietary interest. Seller, at its sole cost and expense, shall indemnify and defend Purchaser from every claim that any invention, logo, mark, name diagram, drawing, device, design, apparatus or any part thereof, or that the use of any such item or part thereof furnished under this Agreement, constitutes an infringement. Seller shall pay all judgments, losses, damages, penalties, fines and costs awarded against Purchaser. Further, if the use of such item, or any part thereof, shall in any proceeding be held to constitute an infringement, Seller shall immediately replace it with non-infringing item, or modify it so that it becomes non-infringing. Any item substituted by Seller as non-infringing shall be equal to, or better in quality and performance than the item replaced.

#### 10. TAXES

Except as may be otherwise provided in this Purchase Order, the contract price includes all applicable federal, state, and local taxes in effect on the date of this Purchase Order.

#### 11. BANKRUPTCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Seller, the inability of the Seller to meet its debts as they become due, or in the event of the appointment, with or without the Seller's consent, of an assignee for the benefit of creditors or of a receiver, then Purchaser shall be entitled, at its sole option, to cancel any unfulfilled part of this Purchase Order without any liability whatsoever.

#### 12. CHANGES

Purchaser shall have the right to make, from time to time and without notice to any sureties or assignees, changes as to packing, testing, destinations, specifications, designs, installation and delivery schedules (postponements only). The Seller shall immediately notify Purchaser of any increases or decreases in costs caused by such changes and an equitable adjustment in prices or other terms hereof shall be agreed upon in a written amendment to this Purchase Order.

#### 13. WAIVER OF LIENS

Seller hereby waives and relinquishes all liens and claims, statutory or otherwise, which Seller now has or may hereafter have as a result of labor done and material furnished by Seller in performance of this Purchase Order.

#### 14. ASSIGNMENT

The Seller shall not delegate any duties, nor assign or subcontract any rights or obligations under this Purchase

Order Agreement without prior written consent of Purchaser.

#### 15. GOVERNING LAW, DISPUTES

This Purchase Order and the acceptance of it shall be a contract made in the state of Colorado and governed in every respect by the laws thereof.

#### 16. PUBLICITY

Seller agrees not to allow Purchaser's name or logo to be used as an endorsement of any product or service offered by Seller, or in connection with any promotional material whatsoever, without the prior written consent of Purchaser.

#### 17. EQUAL EMPLOYMENT OPPORTUNITY / COMPLIANCE

There are incorporated in this Purchase Order Agreement the provisions of Executive Order 11246 (as amended) of the President of the United States on Equal Employment Opportunity, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and the rules and regulations issued pursuant thereto with which the Seller represents that it will comply, unless exempt. Furthermore, Seller shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741 (a), regulations that prohibit discrimination against qualified individuals and protected veterans on the basis of disability or veteran status, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and protected veterans.

Seller agrees to comply with Purchaser's Supplier Code of Conduct and its standard business principles ("AGBP") respectively.

#### 18. ENTIRE AGREEMENT

The terms of this Purchase Order may not be modified except in writing signed by an authorized representative of both parties.