

SJRA STANDARD TERMS AND CONDITIONS FOR GOODS/SERVICES

1. Effect of these terms. These terms shall govern the purchase order (the "Order"). In some cases, the Order may be in conjunction with a written agreement, or quote (offer to sell), regarding the Goods and/or Services, signed by both parties, containing terms and conditions in addition to these terms (SJRA Terms and Conditions). These SJRA Terms and Conditions, and any mutual terms of a Written Agreement, are intended to supplement each other and be harmonized as if they were embodied in a single instrument. However, in the event of a conflict between these terms and the terms of a mutual Written Agreement, the terms of the SJRA Terms and Conditions shall control. The Order is comprised of the Purchase Order Document, including all documents incorporated therein by reference, these SJRA Standard Terms and Conditions and any Written Agreement.

2. Goods. (if applicable) The Goods means the items identified on the face of this Order and include the furnishing, performing and paying, in strict accordance with the Order, all labor, services, materials, equipment, freight, delivery, storage, supervision, taxes, insurance, testing, inspection, training, documentation, drawings, data, plans, models, work product and start up necessary or incidentally required and respect to the items identified on the face of the Order.

3. Payments. Cash discount periods will be computed from the date of delivery and acceptance of the Goods ordered, or the date of receipt of correct and proper invoices, prepared in accordance with terms of SJRA's Order, whichever is later.

Unless otherwise requested by SJRA, invoices shall

(a) be rendered separately for each delivery and (b) cover not more than one Order;

Each Invoice shall include:

- Supplier's name, address and telephone number
- An invoice date and number
- SJRA Order number
- Invoice total
- Amount of Order
- Amounts previously paid on Order
- Supplier's "remit to" address
- Supporting documentation of third-party charges, if applicable

Each invoice line should include:

- A full description of the material/service ordered, and the SJRA part number if provided on the Order.
- Quantities ordered, quantities delivered, unit prices, and extended prices, if applicable.
- Date(s) of services/delivery
- If the Order has multiple lines, the invoice lines should specify the Order line being charged

Complete and accurate information is required for timely payment. If an invoice contains errors or fails to include required information, a corrected invoice should be submitted, and payment delays will be incurred. The payment terms commence with delivery of conforming Goods and the receipt of a correct invoice.

Invoices shall be emailed to:

ap@sjra.net

San Jacinto River Authority
ATTN: Accounts Payable
P.O. Box 329 Conroe, TX 77305

Payment shall be made within forty-five (45) days from delivery of conforming Goods/Services and receipt of a correct invoice. Any payments terms set forth on Supplier's invoice are void and specifically

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rejected. All of Supplier's invoices are subject to adjustment for errors, shortages, defects in the Goods or other failure of Supplier to meet the requirements of the Order.

4. Disputed Amounts. In the event that SJRA disputes with Supplier any amounts, in whole or in part, attributable to an invoice, or if an invoice is prepared or submitted incorrectly or without proper supporting documents, SJRA shall not be obligated to pay the disputed amount to Supplier until said dispute is resolved. SJRA will notify Supplier of the amounts in dispute and/or the reason(s) the invoice is not acceptable.

5. Termination for Convenience of SJRA. SJRA reserves the right to terminate this Order, or any part of it, for SJRA's sole convenience. In the event of such termination, Supplier shall immediately stop all work hereunder and shall immediately terminate all suppliers' and sub-supplier's contracts related to performance hereunder on terms acceptable to SJRA. Supplier shall be paid for all conforming work performed or conforming goods delivered prior to the date of termination, plus reasonable, actual direct costs resulting from termination but only to the extent such costs cannot be avoided or mitigated through the exercise of Supplier's best efforts. Supplier shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by supplier or its subs, which Supplier could have avoided through its best efforts. In carrying out this Order, Supplier shall not act unreasonably in anticipation of a notice of termination. Supplier shall not be entitled to any consequential damages resulting from such termination including but not limited to loss of anticipated profits. In no event shall SJRA's obligation to Supplier under this Section exceed the lesser of the actual value of that portion of the Goods terminated or the agreed termination price.

6. Default and Termination for Cause. SJRA may also terminate this Order, or any part of it, for cause in the event of any default by Supplier. Without limiting the generality of the foregoing, Supplier's failure to comply with any of the terms and conditions of this Order, late deliveries, deliveries of products which are defective, or which do not conform to the requirements of this Order, breach of any warranty or failure to provide SJRA, upon request, with adequate assurances of future performance shall all be defaults allowing SJRA to terminate this Order for cause. If at any time, it becomes apparent that the Goods cannot be delivered within the time specified in this Order; notice thereof must be given immediately by Supplier to SJRA by courier, overnight delivery, facsimile or telegraph, to the address shown on the face of the Order, together with advice as to the best possible delivery date. It is agreed that upon any such notice, or in the event, with or without such notice, it becomes impossible for Supplier to deliver the Goods within the time specified herein, such notice or event shall constitute an anticipatory repudiation of this Order. In the event of default or an anticipatory repudiation of this Order, SJRA may elect: (i) to terminate this Order, in whole or in part, and, if SJRA so chooses, SJRA shall have the right to effect cover and may proceed to purchase Goods in substitution for that due under this Order, in which event, Supplier shall be liable to SJRA for the difference between the cost of such substitution and the prices under this Order, together with all incidental and consequential loss or damages incurred by SJRA; (ii) to notify Supplier of the default and require Supplier to correct the same, in which case the Supplier shall remedy the same without expense or liability on the part of SJRA and shall further pay SJRA all incidental and consequential loss or damages resulting therefrom; (iii) to proceed upon forty eight (48) hours' notice to Supplier to cure and correct the default without liability on the part of the SJRA, in which event Supplier shall reimburse SJRA for the cost of curing and correcting such default, and all incidental and consequential loss or damages incurred by SJRA resulting therefrom; or (iv) to return any defective or non-conforming Goods and, at SJRA's option, Supplier shall either refund to SJRA the money and other consideration paid by SJRA for said defective or non-conforming Goods or furnish substitute Goods subject to the terms and conditions of this Order, and in either event Supplier shall reimburse SJRA for the cost of returning said defective or non-conforming Goods and all incidental and consequential loss or damages incurred by SJRA resulting therefrom. In the event of termination for cause, SJRA shall not be liable to Supplier for any amount (except for conforming Goods already received and accepted by SJRA as satisfactory to the extent the price for such conforming Goods exceeds SJRA's costs and damages incurred because of such default). If it should be determined that SJRA has improperly terminated this contract for default, such termination shall be deemed a termination for convenience. It is recognized that if Supplier becomes a debtor in any voluntary or involuntary bankruptcy proceeding, makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency or otherwise, such events could seriously impair or

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frustrate Supplier's performance. Accordingly, it is agreed that should any of the foregoing events take place, Supplier shall notify SJRA in writing within forty-eight (48) hours of the event. Further, it is agreed that upon occurrence of any one or more such events, SJRA shall be entitled to request of Supplier or its successors, trustees or receivers, adequate assurance of future performance. In the event such adequate assurances are not given to the satisfaction of SJRA within seventy-two (72) hours of such request, SJRA shall have the right to immediately invoke the remedies of this section and as provided by law. Pending receipt of such adequate assurances of such future performance, SJRA may proceed to affect its remedies on a temporary basis and deduct the costs of same from any amount due or thereafter to become due to Supplier under this Order or any other agreement with Supplier. In this regard, Supplier and SJRA agree and stipulate that delays in the delivery of the Goods could result in more damages to SJRA than would be sustained if SJRA failed to exercise such remedies.

7. Warranty. In addition to any warranty implied by fact or law, Supplier warrants that the Goods will conform strictly to their description, drawings, specifications, and approved samples, if any, will be new and free from all defects in material and workmanship and all defects due to design (other than SJRA's design) and will meet or exceed all performance criteria set forth in the Order. Supplier further guarantees and warrants that Supplier has good title, free and clear of all liens, claims, security interests or encumbrances to all Goods furnished under this Order. If this Order includes the performance of services by Supplier, Supplier warrants that such services shall be performed in accordance with the terms of the Order and in a good and workmanlike manner. SJRA shall have the right to inspect and test any Goods before acceptance if such inspection and test are made within a reasonable time or as provided in the specifications. Supplier shall pay the cost of inspecting and testing of rejected Goods and all transportation charges thereon. Upon request of SJRA, Supplier, at its sole expense, shall, at SJRA's sole option, repair, or replace all or any part of any Goods covered by this Order which, in SJRA's opinion, proves, (a) within the earlier of one (1) year from the date the Goods are placed in operation or within eighteen (18) months from date of delivery, or (b) such longer period as may be specified in the Order, to be defective in design, materials or workmanship or otherwise not in conformance with the requirements of the Order. Time is of the essence in modifying, replacing or repairing non-conforming items. If an Item is defective in design, materials or workmanship or otherwise not in conformance with the requirements of the Order, then Supplier shall be responsible under this warranty, at its expense, for all costs associated with removal, reinstallation, and, if necessary, transportation to and from Supplier's plant or other place of repair. If this Order involves the performance of services, then, upon request of SJRA, Supplier, at its sole expense, shall re-perform the services covered by this Order, which prove, within one (1) year from the date the services are rendered, to fail to conform to the foregoing warranty. Alternatively, SJRA may require Supplier to refund the purchase price of the non-conforming Goods.

8. Quantity. Goods shipped in excess of the quantity designated in this Order may be returned at Supplier's expense and at Supplier's risk of loss.

9. Transportation Charges. Where transportation charges are allowed or are separately charged to SJRA by the Supplier, such charges shall in no event exceed the lowest legal freight charges in effect on the date of shipment.

10. Delivery. Each package shall be numbered and labeled with SJRA's Order number, contents and weight, shall contain an itemized packing slip (which must include a copy of the face of the Order) and shall be properly packed for shipment and safe transit to the destination. No charges will be allowed for packing, crating, freight, express or cartage unless otherwise specified in the Order. Time is of the essence to this Order. If any Goods are not delivered or performed within the time specified in this Order or within a reasonable time if no time is so specified, SJRA may (i) refuse to accept such Goods and terminate this Order, (ii) require Supplier to ship the Goods by the most expeditious means of transportation whereupon any additional transportation charges in excess of those which would apply for the usual means of transportation shall be for the account of Supplier; and (iii) effect SJRA's remedies under Section 6. Unless otherwise stated on the face of the Order, delivery terms are F.O.B. SJRA receiving facility.

11. Patents. Supplier shall protect, defend and indemnify SJRA from and against claims, damages, suits, liability, judgments, expenses and loss arising from infringement or alleged infringement of any patent, copyright, trademark or other intellectual property right resulting from or arising in connection with any of the Goods delivered hereunder, including the manufacture, sale, normal use or other normal disposition of any Goods furnished hereunder. Supplier shall defend or settle at its own expense any suit or proceeding brought against SJRA for such actual or alleged infringement, provided that Supplier is notified promptly in writing of the commencement of such suit or proceeding and is given authority, information, and assistance by SJRA for the defense or settlement thereof, and provided further that SJRA shall not settle or compromise any such suit or proceeding without the prior written consent of Supplier. Furthermore, in the event that SJRA should be enjoined in such suit or proceeding from using any of the Goods, Supplier, at its option and sole expense, shall promptly either (i) secure termination of the injunction and procure for SJRA the right and a license to use such Goods without any obligation or liability, (ii) replace said Goods with non-infringing goods or modify same to become non-infringing, all to SJRA's satisfaction, or (iii) remove said Goods at Supplier's expense and refund to SJRA the amount paid to Supplier therefore and reimburse SJRA for any damages incurred by SJRA arising in connection with such removal. The provisions of this paragraph, however, shall not apply to the extent such infringement is due to (a) the use of any of the Goods in combination with other materials not furnished by Supplier or (b) modification of the Goods by SJRA.

12. Installation. In the event that the Goods include the performance of services, or in the event any Goods ordered hereunder require, in connection with the installation, commissioning and start up thereof, the services of a supervisor, expert or other employee connected with or employed by Supplier, Supplier shall, unless otherwise stated on the face of the Order, furnish the same without charge. Such supervisor, expert, or other employee shall not be deemed to be the agent or employee of SJRA, and Supplier assumes full responsibility for their acts and omissions and exclusive liability for any payroll taxes or other employee-related taxes, exactions, or contributions imposed by or under any Federal or State law, including those dealing with any subjects covered by the Federal Social Security Act. Supplier shall comply at all times with any applicable SJRA work site or facility health and safety rules and regulations.

13. Indemnification.

- **INDEMNITY FOR EMPLOYEE CLAIMS: SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS (COLLECTIVELY "INDEMNIFY") SJRA AND ITS REPRESENTATIVES, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY THE "INDEMNIFIED PARTIES" OR INDIVIDUALLY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, INJURIES, JUDGEMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES (COLLECTIVELY, IN THIS SUBSECTION 13.1, "CLAIMS"), FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF SUPPLIER, ITS AGENTS, OR ITS SUBSUPPLIERS OF ANY TIER (COLLECTIVELY "EMPLOYEE" FOR THE PURPOSE OF THIS SECTION 13), ACTUALLY OR ALLEGEDLY OCCASIONED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE GOODS, THE PERFORMANCE UNDER THIS ORDER OR THIS ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS DUE TO NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE OR REGULATION OR OTHER ACT OR OMISSION BY SUPPLIER, ITS EMPLOYEES, AGENTS OR ANY SUBSUPPLIER OF SUPPLIER OF ANY TIER, OR THEIR RESPECTIVE AGENTS OR EMPLOYEES, OR ANY OTHER PARTY FOR WHOSE ACTS SUPPLIER IS LIABLE. SUPPLIER'S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY, EVEN IF SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE OR PASSIVE, DIRECT OR INDIRECT, SOLE OR CONCURRENT. THIS INDEMNITY AGREEMENT IS INTENDED TO INDEMNIFY THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE.**

- **EXCLUDING CLAIMS RELATING TO BODILY INJURY OR DEATH OF AN EMPLOYEE, WHICH ARE COVERED BY SECTION 13.1 ABOVE, EXCEPT TO THE EXTENT THAT CLAIMS (DEFINED BELOW) ARE CAUSED BY AN INDEMNIFIED PARTY'S (INCLUDING FOR THE PURPOSES OF THIS**

SUBSECTION 13.2 THE AGENT OR EMPLOYEE OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF AN INDEMNIFIED PARTY OTHER THAN SUPPLIER OR ITS AGENT, EMPLOYEE OR SUBSUPPLIER OF ANY TIER)

- **NEGLIGENCE OR FAULT,**
- **BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR**
- **BREACH OF CONTRACT,**

THE SUPPLIER AGREES TO INDEMNIFY, HOLD HARMLESS, SAVE AND DEFEND (COLLECTIVELY "INDEMNIFY") SJRA AND ITS REPRESENTATIVES, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY THE "INDEMNIFIED PARTIES" OR INDIVIDUALLY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, INJURIES, JUDGEMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES (COLLECTIVELY, IN THIS SUBSECTION 13.2, "CLAIMS") PROVIDED THAT SUCH CLAIMS ARE ATTRIBUTABLE TO BODILY INJURY, DISEASE OR DEATH, OR DAMAGE TO PROPERTY INCLUDING LOSS OF USE THEREOF (INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS OR DEMANDS FOR DAMAGES TO SUPPLIER OR ITS AGENTS, OR PROPERTY OWNED OR USED BY SUPPLIER OR ITS EMPLOYEES OR SUBSUPPLIERS) AND ARE ACTUALLY OR ALLEGEDLY OCCASIONED BY, CONTRIBUTED TO OR ARISE OUT OF, IN WHOLE OR IN PART, THE GOODS, THE PERFORMANCE OF THE ORDER OR THIS ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS DUE TO NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE OR REGULATION OR OTHER ACT OR OMISSION BY SUPPLIER, ITS EMPLOYEES OR AGENTS OR ANY SUBSUPPLIER OF SUPPLIER OF ANY TIER, OR THEIR AGENTS OR EMPLOYEES. : Unless attributable to gross negligence, willful misconduct or bodily harm, Supplier's liability shall not exceed the insurance coverage and limits required under this Purchase Order and neither party shall be held liable for consequential, indirect or special damages.

14. Insurance. Supplier shall, at its expense, procure and maintain Commercial General Liability including Products/Completed Operations coverage, (with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate); Automobile Liability, (with limits not less than \$1,000,000); Worker's Compensation (with limits not less than \$500,000) and Employer's Liability (with limits not less than \$1,000,000); and Excess Liability (with limits not less than \$1,000,000); all such insurance coverage written on forms and with insurance carriers acceptable to SJRA. Supplier shall furnish to SJRA written certificates in compliance with Texas Insurance Code Chapter 1811 and in a form acceptable to SJRA along with such other evidence requested by SJRA, including but not limited to copies of endorsements or policy provisions, establishing that the insurance required under this Section 14 has been procured and is being maintained, which certificates shall, to the extent permitted by Texas Insurance Code Chapter 1811, provide that written notice of cancellation shall be given to SJRA at least thirty (30) days prior to the effective date of such cancellation. Supplier shall provide SJRA with thirty days advance written notice of any material modification, cancellation, or non- renewal of Supplier's insurance. Supplier hereby waives all rights of recovery and damages against SJRA and its representatives, officers, directors, agents and employees to the extent such damages are covered or should have been covered by the insurance obtained or required to be obtained by Supplier under this Order. All Supplier's policies of insurance shall include a waiver of subrogation in favor of SJRA, its representatives, officers, directors, agents and employees. Supplier's insurance shall be and shall be endorsed to be primary and non- contributing with respect to any other insurance maintained by SJRA. SJRA, its representatives, officers, directors, agents and employees shall be named additional insureds under Supplier's Commercial General Liability, Excess Liability and Automobile Liability insurance pursuant to ISO Additional Insured Endorsements CG 20-10-10-01 and CG 20-33-10-01 or their equivalents.

15. Force Majeure. Neither party hereto shall be liable to the other for default or delay in performing its obligations hereunder if such delay is caused by fire, strike, riot, war, act of God, delay of carriers, governmental order or regulation, complete or partial shutdown of plant by reason of inability to obtain sufficient raw materials or power, and/or any other similar or different occurrence beyond the reasonable

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control of the party so defaulting or delaying. The party claiming the event of "force majeure" shall take appropriate steps to promptly remedy the force majeure conditions, without delay. Notice of force majeure events and the details constituting them shall be given to the other party in writing as soon as practicable after the occurrence of the event. Supplier's prompt written notice to SJRA is a condition precedent to Supplier's right to extensions of time for performance.

16. Drawings And Other Items: Unless otherwise expressly provided in this Order, all drawings, blue prints, dies, patterns, tools, printing plates, and other items used in connection with the manufacture of the Goods, which are prepared or constructed by Supplier pursuant to the terms of this Order, shall be the property of SJRA, and upon completion of deliveries of the Goods hereunder, or upon termination of this Order, shall be delivered to SJRA. Drawings, submittals and samples shall be provided to SJRA in the form and time set forth in the Order and the specifications.

17. Fair Labor Standards Act. Supplier hereby agrees that the goods will be produced in compliance with the Fair Labor Standards Act, as amended.

18. Assignment. Any assignment of this Order by Supplier without the prior written consent of SJRA is prohibited and shall be void. Supplier shall not subcontract any part of the Goods without SJRA's consent.

19. Non-Waiver. No waiver by either party of any breach of any of the terms of this Order by the other party shall be construed as a waiver of any subsequent breach, whether of the same or of any other term of this Order.

20. SJRA's Rights and Remedies. The rights and remedies of SJRA set forth in this Order are not exclusive and are in addition to all other rights and remedies of SJRA under the terms of this Order and at equity and at law. In a suit relating to this Order, the prevailing party shall be entitled to recover reasonable and necessary attorney's fees.

21. Dispute Resolution. This Agreement and any disputes related to it shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict or choice of law principles. Supplier agrees and acknowledges that Supplier's obligations under this Agreement must be performed in whole or in part in Montgomery County, Texas, and venue of any and all legal proceedings between SJRA and the Supplier shall lie in Montgomery County, Texas. If Supplier brings any claim against SJRA and Supplier does not prevail with respect to such claim, Supplier shall be liable for all attorneys' fees and costs incurred by SJRA as a result of such claim.

22. Governing Law. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Texas without regard to its conflicts of laws principles. The venue of any lawsuit arising under this Order shall lie exclusively in Montgomery County, Texas.

23. Compliance with Laws. Both parties shall comply with all applicable federal, state and municipal laws, codes, regulations and ordinances as they relate to this Agreement. Supplier shall comply with all federal, state and local laws, codes, regulations, ordinances and permits applicable to performance of the Work, including but not limited to all wage and employment laws, and Supplier shall maintain and require that its subs maintain any and all licenses required for performance of the Work.

24. Tax Exemption. The SJRA is a governmental agency and claims exemption from payment of Sales and Use taxes under Sections 151.309, 321.207, and 321.208, Texas Tax Code, Federal ID **74-6000561**.

25. Equal Opportunity. Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief. Supplier shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, religion, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

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training, including apprenticeship. Supplier shall post in conspicuous places, available to employees or applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination subsection. Supplier shall include the above provisions in all Subcontracts pertaining to the Work.

26. E-Verify. By entering into this Contract, Supplier certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system, in accordance with the U.S. Department of Homeland Security's rules, to determine the eligibility of: (i) all persons employed to perform duties within the State of Texas, during the term of the Contract; and (ii) all persons (including sub-Supplier) assigned by the Supplier to perform work pursuant to the Contract, within the United States of America. Supplier shall provide, upon request of SJRA and if available, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Supplier, and Supplier's sub-companies, as proof that this provision is being followed. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of SJRA, and at no fault to SJRA, with no prior notification. Supplier shall also be responsible for the costs of any re-solicitation that SJRA must undertake to replace the terminated Contract. For persons not eligible for E-Verify screening, Supplier (including sub-companies) shall provide, upon request by SJRA, another form of documentation of proof of eligibility to work in the United States of America.

27. Changes. SJRA, without invalidating the Order, may order changes in drawings, designs, specifications, materials, quantities, packaging, time and place of delivery and method of transportation by issuing a written Change Order (or Revised Purchase Order) to Supplier executed by SJRA's Procurement Department. Supplier shall not be entitled to any change in the purchase price or time of performance absent a written Change Order executed by SJRA's Procurement Department. Supplier shall promptly comply with any Change Order (or Revised Purchase Order) issued by SJRA.

28. Acceptance of Order. Acceptance of this Order is limited to the terms and conditions on its face, these Standard Terms and Conditions and any Written Agreement (as defined in Section 1). In case of any conflicts between the terms of this Order and the terms of the Supplier's forms, the terms of this Order shall control. By signing this Order, or by in any way commencing performance hereunder, Supplier accepts all the terms and conditions herein. No attempted acceptance which varies or adds to the terms and conditions stated herein shall be effective. Any such proposal shall be deemed rejected. All previous offers by Supplier have been or are hereby rejected. SJRA shall not be bound by terms additional to or different from those contained in this Order that may appear in Supplier's quotation, proposal, bid, acknowledgement, invoice, or any other communication from Supplier, unless such terms are expressly agreed to in writing signed by SJRA. This Order (including any **W r i t e n** Agreement made part hereof) is intended by the parties hereto as the final expression of their agreement and is the complete and exclusive statement of the terms thereof. All written or oral negotiations, proposals, understandings and agreements prior to the date of this Order are merged herein and superseded hereby.

29. Title and Risk of Loss. Compete legal and equitable title to all Goods shall pass to the SJRA immediately upon identification of the Goods to the Order, payment, or final delivery at F.O.B. point, whichever is earlier. This provision shall apply irrespective of any terms of payment specified in the Order. Passage of title pursuant to this provision shall not release or waive any continuing or subsequent responsibility of Supplier under this Order.

Risk of loss to the Goods shall remain with the Supplier until the Goods have been delivered to SJRA and accepted by SJRA; provided however, Supplier shall not be liable for loss of damage caused by the negligence of agents or employees of SJRA acting within the scope of their employment. Title to any drawings, plans, specifications, confidential information, know-how, and any other information provided to Supplier by SJRA shall remain with SJRA.

30. Confirmation. Supplier shall submit confirmations on all transactions arising from the subject Purchase Order. Confirmations shall reference the subject Purchase order Number and be sent to:

purchasing@sjra.net

or

San Jacinto River Authority
Attn: Procurement Department
P.O. Box 329
Conroe, TX 77305

31. Right to Audit and Inspection. SJRA, or an independent certified public accountant selected by SJRA, shall have the right to audit, during Supplier's normal working hours, all of Supplier's books, information, accounts, and records relating to the Goods including quantities, hours, manpower totals, costs, disbursements and other similar data relating to the calculation of the agreed compensation to Supplier hereunder. The expense of such audit shall be borne by SJRA. The right to audit shall continue for three years following the date of final payment. The right to audit shall not extend to the costs underlying any specific unit rate, or lump sum amount specified in this Order. Supplier shall perform all inspections and tests as required by the Order. Subject to SJRA's reasonable advance notice to Supplier, SJRA may observe, inspect and/or test all Goods at any time or place, including the Supplier's and the Supplier's premises. Supplier shall furnish, without additional charge, all reasonable facilities, equipment and assistance required for safe and convenient observation, inspection and/or tests on Supplier's premises. If this Order specifies interim or final inspections prior to shipment, or witness of, or participation in tests, Supplier shall give SJRA a minimum of five (5) working days advance written notice of the date established for such inspection or test. If SJRA deems the Goods not in conformance with the Order, the Supplier shall take prompt action to correct such non-conformance. At SJRA's discretion, the cost of all subsequent inspections by SJRA shall be deducted from the purchase price. SJRA's inspection, witness of, or participation in any tests (or the failure of SJRA to inspect or test) shall not relieve Supplier of its obligations to assure Goods conform to all Order requirements.

31. Disclosure of Interested Parties. Pursuant to Texas Government Code Section 2252.908, Supplier shall submit a disclosure of interested parties (Form 1295) to SJRA at the time Supplier submits this signed Agreement to SJRA. Supplier may use the following link to access filing instructions for the disclosure of interested parties form: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

32. No Conflict of Interest. Supplier shall submit a signed Conflict of Interest Questionnaire, at the time Supplier submits this signed Agreement to SJRA. If Supplier affirms that there are no Conflicts of Interest, Supplier shall indicate so by writing name of Supplier's firm and "No Conflicts" on the Conflict of Interest Questionnaire form and signing the form. Supplier may use the following link to access the Conflict of Interest Questionnaire form: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

33. No Relations with Foreign Terrorist Organization(s). Supplier does not have any contracts with and does not provide supplies or services to any organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189 (a "Foreign Terrorist Organization"); or the United States government has affirmatively declared Supplier to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a Foreign Terrorist Organization. Supplier shall execute the Texas Government Code 2252.152 Certification Form, attached hereto and incorporated within.

34. Supplier does not Boycott Israel. Pursuant to Section 2270.002 of the Texas Government Code, contemporaneous with Supplier's execution of this Agreement, a verification that the Supplier does not boycott Israel and will not boycott during the term of the agreement. "Boycott Israel" as used herein means refusing to deal with, terminating business activity with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Supplier shall execute the Verification Supplier Does Not Boycott Israel, attached and incorporated herein.

35. Safety. Supplier agrees that it shall be solely responsible for the safety of its employees, and Supplier shall be solely responsible for the establishment and enforcement of all safety precautions, programs and practices in connection with the Work as necessary to protect all persons and property from injury, death, loss or damage arising out of or related to the Work and to the supply of the Goods, including but not limited to the erection and maintenance of barricades, installation of warning signage, and institution of other traffic and/or pedestrian control measures, and Supplier shall at all times comply with all health, safety and environmental federal, state and local laws, codes, regulations, ordinances and permits applicable to the Work and to the supply of the Goods, including but not limited to the Occupational Safety and Health Act of 1970 as amended and the regulations thereto, and all requirements of the Texas Commission on Environmental Quality.

36. Indirect, Special, or Consequential Damages, Including Damages for Delay. SJRA shall not be liable for indirect, special, or consequential damages, including damages for delay, lost profits, loss or productivity or loss of use. Supplier's sole remedy for delay, including delays caused by SJRA, is to request and receive, if justified under the circumstances, an equitable extension of time for performance.

37. Blanket or Requirements Order. If the terms on the face of this Order indicate that this Order requires Supplier to sell to SJRA multiple items over a period of time at a stated price or prices, SJRA may issue separate "Purchase Order Releases" to Supplier under this Order each of which shall constitute part of this Order and shall be governed by all of the terms and conditions of the Order. If the Order includes a maximum dollar limit, Supplier shall promptly notify SJRA, prior to shipment, if any Purchase Order Release would cause the maximum amount of the Order to be exceeded.

38. MSDS and Product Information. Supplier shall notify SJRA in writing if Goods or parts thereof are subject to laws or regulations relating to hazardous or toxic substances or, when disposed of, to regulations governing hazardous wastes, or to any other health, safety and/or environmental regulations. Supplier shall furnish all appropriate shipping certification, labeling and Material Safety Data Sheets in compliance with all applicable laws. Supplier shall furnish instructions for shipping, safety, handling, exposure and disposal in a form sufficiently clear for use by SJRA's personnel and sufficiently specific to identify all action, which the user must take regarding the material.

39. Miscellaneous. IF THIS ORDER CONSTITUTES AN OFFER, SUPPLIER'S ACCEPTANCE OF THIS ORDER, IS HEREBY EXPRESSLY LIMITED TO THE TERMS OF THIS ORDER AND COMMENCEMENT OF ANY WORK COVERED HEREUNDER, SHIPMENT OF ANY PART OF THE GOODS OR PERFORMANCE OF ANY PORTION OF SERVICES COVERED HEREUNDER SHALL BE DEEMED TO CONSTITUTE SUCH ACCEPTANCE. IF THIS ORDER CONSTITUTES AN ACCEPTANCE OF AN OFFER, SUCH ACCEPTANCE IS EXPRESSLY MADE CONDITIONAL ON SUPPLIER'S ASSENT TO THE TERMS OF THIS ORDER, AND COMMENCEMENT OF ANY WORK COVERED HEREUNDER, SHIPMENT OF ANY PART OF THE GOODS OR PERFORMANCE OF ANY PORTION OF SERVICES COVERED HEREUNDER SHALL BE DEEMED TO CONSTITUTE SUCH ASSENT. This Order, including any Written Agreement, shall not be amended except (a) in writing signed by the parties hereto or (b) as provided in **Section 27.**