

VENDOR GENERAL TERMS AND CONDITIONS

- 1. Contract Terms.** These general terms and conditions shall be applicable to and govern all requests for proposals, offers to purchase and/or purchase orders (each a "purchase order") issued by Moran Environmental Recovery, LLC or any of its affiliate or subsidiary companies (hereinafter referred to as "Customer") to Vendor and shall govern all work, goods, and services provided by Vendor ("Services") to Customer unless Customer and Vendor enter or have entered into a separate agreement that remains in full force and effect. Provided however, if any such pre-existing agreement is terminated, for any reason, then these terms and conditions shall govern the relationship between Vendor and Customer. Vendor's acceptance of Customer's purchase order (whether verbal or written) shall be limited to and expressly made conditional on Vendor's acceptance of these terms and conditions, and any additional or different terms, instructions, or conditions proposed by Vendor, in any form, are rejected unless expressly assented to in writing by Customer. Vendor's acceptance of these terms and conditions shall occur the earlier of: (i) Vendor commencing performance or making deliveries; or (ii) Vendor's written acceptance of these terms and conditions.
- 2. Revisions to Terms and Conditions.** Vendor understands and acknowledges that these terms and conditions are subject to periodic review and revision by Customer. The terms and conditions published on Customer's website at the time the Services are provided shall be in full force and effect and binding upon Vendor.
- 3. Performance.** Vendor shall perform the Services for Customer in full conformity with these terms and conditions and in accordance with any applicable local, state, federal and industry standards. Vendor shall be responsible for developing and implementing the means, methods and manner in which to perform the Services, with Customer only interested in results obtained.
- 4. Warranties.** Vendor shall have control over and be responsible for its employees, and shall perform the Services in a prompt, diligent, and workmanlike manner in strict and material compliance with any applicable specifications or direction of Customer or Customer's client ("Client"). Vendor warrants any and all material and workmanship for a period of twelve (12) months following acceptance by Customer or Client, whichever occurs later. If providing any watercraft or vessels (whether owned, operated or chartered) Vendor warrants it shall use due diligence to ensure that any such watercraft or vessels are delivered and furnished in a seaworthy condition, in good working order, and free from defects.
- 5. Permits, Licensing, and Certification.** Vendor shall at all times maintain, at its expense, all permits and licenses necessary for its business operations including but not limited to any certifications or qualifications as may be required by applicable local, state, or federal law or regulation or any other applicable industry standard which govern the performance of Services.
- 6. Prices and Payment.** Prices and other charges shall be as set forth in Customer's purchase order and unless otherwise identified, payment for Services satisfactorily performed shall be due and payable within net forty-five (45) days of receipt of Vendor's invoice. Prices are not subject to verbal changes or other agreements unless expressly approved in writing by Customer. Vendor shall promptly invoice Customer during, but not more frequently than monthly, and upon completion of the Services. Vendor hereby waives and releases Customer of any obligation to pay any and all charges submitted to Customer more than ninety (90) calendar days following completion of the Services.
- 7. Change in Order.** Customer shall have the right to order changes from time to time in the Services, and Vendor shall without delay conform to any such change order. The prices or times of performance shall be adjusted within reasonable and appropriate limits; provided, however, that Customer shall have no obligation to pay, and the right to refute payment of any claim by Vendor for increase in price or time of performance required which is not received by Customer within five (5) calendar days after the change is ordered. Vendor shall not make any changes in the performance of Services except as specified in writing by Customer.
- 8. Indemnification.** To the fullest extent permitted by law, Vendor shall indemnify, hold harmless, and defend Customer and Client, their parent, affiliate and subsidiary companies, and their respective officers, directors, employees, and agents ("Customer Indemnitees") from and against any and all claims, loss, risk, damage, demand, suit, judgment, liabilities, and attorneys' fees and any other kind of expense arising from, resulting from, or in any manner directly or indirectly related to the Services, including but not limited to if caused by or related to (in any way) the acts or omissions of Vendor, its subcontractors (of any tier), invitees, or any other party Vendor may be legally responsible for, except to the extent caused by Customer's sole or gross negligence or willful misconduct. **IN FURTHERANCE OF THE FOREGOING, VENDOR WAIVES ANY EXCLUSIVITY OR IMMUNITY AFFORDED TO IT UNDER WORKERS COMPENSATION OR SIMILAR LAW. THE PARTIES AGREE THAT THE FOREGOING WAIVER WAS MUTUALLY NEGOTIATED.**
- 9. Insurance.** Prior to commencement of Services, Vendor shall procure and maintain at its sole expense, require its subcontractors (of any tier) to procure and maintain the same or similar insurances, and provide certificates of insurance evidencing the following insurance types and limits: (i) commercial general liability insurance with any watercraft exclusion deleted or otherwise inapplicable to the Services including contractual liability coverage for Vendor's obligations hereunder, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) all risk equipment insurance upon all equipment, gear, and other property owned/leased by Vendor involved with the Services to the full market value(s) thereof; (iii) workers compensation and employer's liability insurance (extended to include, as applicable, coverage for under the Longshore Act, Jones Act, and Maritime Employer's Liability (MEL)) and applicable state workers compensation coverage upon Vendor's employees, with statutory limits for workers compensation and minimum limits of \$1,000,000 per occurrence for employer's liability; and (iv) commercial automobile liability insurance covering all owned, operated, or leased automobiles used by Vendor for the Services with combined bodily injury, including passengers, and property damage liability single limits of not less than \$1,000,000 per occurrence, endorsed to include Form MCS-90 or its equivalent (if applicable); (v) if applicable to Vendor's operations: pollution and environmental liability insurance including coverage for clean-up, fines, restoration, with minimum limits of \$2,000,000 per occurrence or as required by applicable law, whichever is greater; (vi) if Vendor will be utilizing any watercraft or vessels (whether owned, operated, or chartered) in connection with the Services: hull and machinery and protection & indemnify

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insurance upon any vessel utilized by Vendor (owned, operated, or chartered) to the full market value(s) thereof for hull and machinery, and \$1,000,000 for protection and indemnity; (vii) if Vendor is providing professional services including but not limited to engineering, consulting, or technical services: professional liability insurance including coverage for errors and omissions with minimum limits of \$2,000,000 per occurrence; and (viii) excess/umbrella insurance upon the requirements set forth above (except for (ii) and (vi) for hull and machinery) with minimum limits of \$4,000,000 or \$9,000,000 per occurrence (as exclusively determined by Customer). Customer may, at its sole discretion, require or accept different types and limits of insurance from Vendor at any time, and Vendor shall be responsible for any additional premium(s) charged as a result of such election. Vendor shall cause all of the foregoing insurances to be endorsed to waive subrogation in favor of the Customer Indemnitees and shall cause the insurances identified in (i), (iv), (v), and (viii) to name the Customer Indemnitees as additional insureds with respect to the liabilities allocated to Vendor herein. All the foregoing insurances shall be endorsed to be primary and noncontributory to any insurances maintained by any of the Customer Indemnitees and shall provide a minimum of thirty (30) days' notice prior to any material change or cancellation of any policy or coverage. **VENDOR AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS (INCLUDING LEGAL FEES AND COSTS) CUSTOMER INDEMNITEES OF AND FROM VENDOR'S FAILURE TO PROCURE OR MAINTAIN, AND/OR THE FAILURE OF, ANY INSURANCE REQUIRED PURSUANT TO THIS AGREEMENT.**

10. **Independent Contractor.** Vendor's relationship with Customer under these terms and conditions is that of an independent contractor, and not an employee, servant or agent of Customer, for any purpose, and nothing contained herein shall be construed (i) to give either party the power to direct or control the day-to-day activities of the other or its employees or (ii) to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.
11. **Termination.** Customer may terminate Vendor's Services without Vendor being at fault, for Customer's convenience, and require Vendor to immediately stop said Services. If Vendor is not in default, Customer shall pay Vendor for all Services properly (in Customer's sole discretion) completed up to the date of termination. In the event of such a termination for convenience, Customer shall not be liable to Vendor for any costs or amounts, including prospective profits or unabsorbed overhead for additional Services not performed.
12. **Consequential Damages.** Neither party shall be responsible for any indirect, consequential or special damages whatsoever (including without limitation business interruption, extra expense, loss of revenues or profits, loss of use of property, delay) arising out of or relating to the services, the project and/or this agreement, howsoever caused and regardless of whether the same results from the negligence of a party, breach of this agreement or otherwise, and even if the possibility of such was or could have been foreseeable.
13. **Federal Contract Compliance. Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-4.3(a), 60-300.5(a), 60-741.5(a), and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. Executive Order 13946 requires covered prime contractors and subcontractors to post notices informing employees of their rights under federal labor law.**
14. **No Assignment.** Neither Customer's purchase order, nor any rights or obligations of Vendor hereunder may be assigned by Vendor nor may Vendor delegate the performance of any of its duties hereunder without, in either case, Customer's prior written consent, and any such assignment shall be null and void and of no effect.
15. **Notices.** Any and all written notices required or permitted to be given hereunder shall be deemed to have been properly given when mailed postage prepaid by U.S. first class mail or via electronic mail (including any attachments thereto) with delivery receipt confirmed.
16. **Mediation.** Customer and Vendor agree that any claim or counterclaim arising out of or related to the Services shall be subject to mediation as a condition precedent to instituting any legal or equitable proceedings.
17. **Law/Venue.** The interpretation and performance of these terms and conditions shall be governed by the laws of the state where the Services are performed. Both parties submit to exclusive personal jurisdiction to the United States District Court located in Seattle, Washington or Boston, Massachusetts (whichever location Customer, in its sole discretion, chooses upon commencement of legal proceedings). With further respect to any litigation arising hereunder, the substantially prevailing party shall be entitled to its legal fees and costs.
18. **Severability.** The partial or complete invalidity of any one or more provisions of this agreement shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the balance of the provisions shall be considered reformed to reflect the intent of the parties to the greatest extent possible consistent with the law.
19. **No Waiver.** The failure of Customer to insist, on any one or more instances, upon the performance of any of these terms, covenants, or conditions, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance of Services.
20. **Headings; Neutral Construction.** The headings used in this agreement are for reference only; they are not substantive and may not be used to construe this agreement. This agreement shall be construed neutrally, and as the mutual assent of both parties rather than for or against either party.
21. **Entire Agreement.** These terms and conditions, together with Customer's purchase order or authorization to proceed (written or verbal) constitute the entire agreement between Customer and Vendor with respect to the subject matter hereof, and expressly supersede and negate any prior or contemporaneous representations, undertakings or agreements, whether written or verbal. These terms and conditions may not be modified or amended except in writing signed by the parties.

