

2199 Innerbelt Business Center Drive
St. Louis, MO 63114

PURCHASE ORDER No. _____

Date: _____

Project Number – Project Name

TO: Legal Entity Name
Project Representative
Street Address
City, State Zip

REMIT INVOICE TO:
invoices@concretestrategies.com or
Concrete Strategies
PO Box 270209
St. Louis, MO 63127

ATTN: Project Representative
PHONE:
EMAIL:

SHIP TO:

| | | | | | |
|-----|-----------------|---------------|-----------|---------|--------|
| | DELIVERY | | SALES TAX | | |
| | NO EARLIER THAN | NO LATER THAN | EXEMPT | YES [] | NO [] |
| FOB | | | SHIP VIA | | |

| Item # | Budget Code | Description | Amount |
|--------|-------------|--------------|------------|
| | | | Est \$0.00 |
| | | Total | Est \$0.00 |

The amount due shall be computed in accordance with the unit prices set forth above multiplied by actual quantities used. No quantity of units are guaranteed. Buyer expressly waives claims for varying changes to the quantity of estimated units.

Notes:

I have read and agree to all of the Terms and Conditions included as part of this Purchase Order (the "P.O"). The signer of this P.O. must be authorized to sign and represent Seller. This P.O. represents the entire agreement between Buyer and Seller, and there are no oral or written representations or agreements not included herein. None of the terms and conditions of this P.O. may be amended or modified unless made in writing, signed by Buyer and Seller, and incorporated into this P.O.

Seller: Concrete Strategies LLC

Buyer: Legal Entity Name

{{Sig_es_:signer1:Signature}} {{Sig_es_:signer2:Signature}}

IMPORTANT: THIS OFFER DOES NOT BECOME AN ORDER UNTIL IT IS SIGNED AND RETURNED. PLEASE EXECUTE AND RETURN ELECTRONICALLY WITHIN 10 DAYS TO _____ at _____@concretestrategies.com. rev.2021-04-06.

Purchase Order and, if applicable, Design and Engineering Services - Terms and Conditions

1. Buyer's purchase of products and, if applicable, design and engineering services, is conditioned upon these terms and conditions, which together with the terms on the face of this Purchase Order (the "P.O."), represent the entire agreement between Buyer and Seller. Any conflicting provisions set forth in any other communications submitted to Buyer are objected to, and are deemed proposals for addition to this P.O., and do not become part of the contract of sale between Buyer and Seller unless expressly and separately agreed to in writing by Buyer. Seller's delivery of any goods and, if applicable, furnishing of any design and engineering or furnishing of any services under this P.O. constitutes Seller's acceptance of this P.O. in strict accordance with all of its terms and conditions. Seller shall not assign this P.O. without the prior written consent of Buyer.
2. All goods shall be shipped FOB Destination at the destination directed by Buyer. Time is of the essence. Seller assumes risk of loss of any goods sold under this P.O. until the time of actual receipt of the goods by Buyer at the destination. Seller shall fully insure shipped goods. Buyer shall take and assume legal title to the goods and risk of loss on delivery at the FOB destination. Seller shall mark the number of this P.O. on each container and shall enclose a packing slip with the P.O. in an envelope on each container. Seller, and its carrier or other agents, shall take all necessary safety precautions to avoid injury and/or damage to persons, property and/or the work of others as a result of its operations.
3. Seller warrants that the goods will be new and free from defects in materials and workmanship, and will comply with all Project specifications for same which are hereby incorporated into this P.O., including without limitation those specified in the scope of work attached hereto. This warranty shall extend until the latest of (i) one year after substantial completion of Buyer's overall Project work for the Owner of the Project; or (ii) if the goods are not for a specific Buyer project, one year from date of delivery at the specified destination; or (iii) the time period specified in the warranty under the Project specifications. If applicable, Seller warrants that the design and engineering services will be provided by professionally registered engineers in the state where the design and engineering services are performed and will meet the standard of care associated with the provision of design and engineering services by other similarly situated professionals in the jurisdiction.
4. Seller warrants that the goods (a) are free of all liens and encumbrances, and that Seller has a good and marketable title to same; (b) comply with all applicable laws and governmental regulations, including OSHA standards; (c) do not infringe upon any patent, trademark, or copyright, and (d) will be timely delivered in accordance with the terms of the P.O. Seller also warrants that the price for the goods includes all packing, inspection, insurance and shipping costs, and all federal, state and local excise, sales, use, value added, transfer or other taxes assessable against the production, sale, shipment or use of the goods.
5. Buyer will receive all goods subject to its inspection and acceptance, and subject to its right to reject and return, at Seller's expense, goods which fail to strictly conform to the requirements of this P.O. Seller shall be responsible to Buyer for all costs and expense that Buyer incurs, including reasonable attorneys' fees, as the result of Seller's failure to provide goods in conformance with the requirements of this P.O.
6. Payment: Seller shall invoice in accordance with the terms stated herein and retainage shall be subject to the requirement of the contract between Buyer and the Project Owner. Seller's invoices shall be accompanied by copies of the shipping documents, by lien waivers, and by any other documents requested by Buyer in order for Buyer to secure payment from the Owner for Seller's goods. Where the goods are to be delivered for a Buyer project, payment terms are paid when paid and the receipt by Buyer of payment from the Owner of the Project for the goods shall be a condition precedent to Seller's right to receive payment for the goods. Buyer shall have the express right of setoff against sums due Seller under this P.O. for sums owed or claimed by Seller to be owed hereunder, or any other P.O.'s between Buyer and Seller, or by operation of law.
7. Third Party Claims: Seller agrees to hold harmless, indemnify, and defend Buyer from and against any liability, loss, damage, cost or expense (including attorneys' fees) which Buyer may suffer from any claim, demand, actions, suit or cause of action made against it due to Seller's negligent or willful actions and/or Seller's failure to provide goods in conformance with the requirements of this P.O.
8. Seller waives all claims against Buyer for consequential damages.
9. Dispute Resolution: The parties agree to the dispute resolution provisions consistent with those stated at Article XXVI of Buyer's Standard Subcontract Agreement, the terms of which are found on Buyer's website at www.concretestrategies.com/subcontract. The dispute resolution terms of Article XXVI are incorporated herein by reference. Seller acknowledges that such dispute resolution terms provide for mediation, litigation, and, at Buyer's discretion, arbitration, and Seller agrees to be bound by such terms.
10. Insurance: As a condition of payment and at Seller's sole expense, Seller will purchase/obtain and maintain insurance coverages and limits which are equal to or exceed the minimum required coverages and limits set forth on Exhibit A attached hereto. Policies will provide waivers of subrogation, as permissible by law, by endorsement. The policies will not be cancelled or renewed until 30 days' prior written notice is given to Buyer. If Seller fails to comply with the

requirements herein, Buyer may purchase coverage and charge the expense to Seller. Buyer or Owner of a project will provide Builder's Risk. Seller and Buyer waive all rights against each other, the Owner and any of their respective agents and employees for damages caused by perils to the extent covered by Builder's Risk or property insurance. A waiver of subrogation will be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in any property damaged. If there is General Contractor and/or Owner specific required wording, it shall be listed on Attachment D which shall be attached and incorporated herein.

11. Changes: Buyer may make changes to this P.O., including changes to quantities, specifications, and/or scheduling. Such changes shall be stated in writing and delivered to the attention of the Seller. Seller shall proceed with any such changes, and shall be entitled to an equitable adjustment to the price and time of delivery with respect to such changes. Seller shall notify Buyer in writing of any proposed equitable adjustment within ten days of receipt of Buyer's change direction.

12. Termination: Buyer may terminate this P.O. for convenience at any time, in which case Seller shall be entitled to receive as Seller's sole and exclusive remedy Seller's actual out of pocket costs in performing its obligations pursuant to this P.O. prior to receipt of the termination notice, plus a mark-up of ten percent, less any amounts previously paid by Buyer.

13. Compliance: Seller agrees and acknowledges it has read the materials found at <https://claycorp.com/subcontract2/> and agrees to provide goods and, if applicable, furnishing of any design and engineering services, in accordance with the policies and codes of conduct listed therein. Seller shall comply with Buyer's Code of Business Ethics and Conduct and Gift Policy, Anti-Corruption & Anti-Money Laundering Policies in accordance with Exhibit F, attached hereto and incorporated herein, and agrees to execute an affidavit of compliance which shall be a condition precedent to final payment. For the purposes of Exhibit F and the policies referenced above, and the dispute resolution provisions, all references to "Subcontractor" shall mean and apply to "Seller" and all references to "Contractor" shall mean and apply to "Buyer", all references to "Subcontract Agreement" shall apply to this P.O. and all references to the "General Contract" shall mean and apply to the contract between Buyer and the Owner of the Project. All provisions in such documents shall be automatically conformed to the understanding stated herein. All provisions in such documents shall be automatically conformed to the understanding stated herein.

14. The Parties acknowledge that this P.O. and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this P.O.

EXHIBIT A
MINIMUM INSURANCE REQUIREMENTS

Project Number, Project Name

Deductibles/self-insured retentions must be stated on the certificate of insurance.

A. Workers' Compensation Insurance

Workers' Compensation Insurance in statutory limits, including benefits provided under United States Longshoremen and Harbor Workers Act (where applicable), with Coverage B - Employer's Liability limits of:

Bodily Injury by Accident

\$1,000,000 Each Accident/ Each Employee/Policy Limit

B. Commercial General Insurance

Bodily Injury and Property Damage combined:

\$1,000,000 General Annual Aggregate Per Project

\$1,000,000 Products and Completed Operations Annual Aggregate

\$1,000,000 Each Occurrence

C. Automobile Liability Insurance

Bodily Injury and Property Damage combined:

\$1,000,000 Single Limit Each Occurrence

D. Aircraft or Marine (if applicable)

Bodily Injury and Property Damage combined:

\$10,000,000 Per Occurrence

E. Umbrella (Excess) Liability Insurance

Bodily Injury and Property Damage combined:

\$1,000,000 General Annual Aggregate

F. Professional Liability – if applicable (All Design-Build, Engineering and/or any Professional Services Rendered)

\$2,000,000 Each Claim/Aggregate

The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all subcontract services rendered by the Subcontractor. Such insurance shall be maintained continuously in effect by Subcontractor for a period of not less than ten years following substantial completion of the Project. This requirement contemplates the maintenance of a Professional Liability policy by Subcontractor, not merely the purchase of an extended reporting period endorsement.

G. Contractor's Pollution Liability - if applicable (All grading, earthwork, site utilities, subsurface or related work)

\$1,000,000 Each Claim/Aggregate

H. Riggers Liability - required if subcontractor's work involves the moving, lifting, lowering, rigging or hoisting of property or equipment.

\$1,000,000

Claims under Contractor's Builders' Risk Insurance policy shall be subject to a project-specific deductible amount per occurrence. If a claim results from force majeure, the Subcontractor, or subcontractor of any tier, that has not attempted to mitigate potential damage may be responsible for the deductible (regardless of who provides the builders' risk policy). Contractor shall not be responsible for loss or damage to or obtaining and/or maintaining in force insurance on temporary structures, construction equipment, tools or personal effects, owned or rented to or in the care, custody and control of Subcontractor or subcontractors of any tier. In the event of loss or damage not covered by the Builder's Risk policy, the cost of the repair and/or replacement of such loss or damage will be borne by the Subcontractor or subcontractor of any tier.

The following must appear on the certificate of insurance before work can begin or any payments can be released:

Certificate Holder: **Concrete Strategies LLC**
2199 Innerbelt Business Center Drive, St. Louis, MO 63114

Wording: Contractor and the Owner of the Project and any other party required by the Contract Documents shall be included as additional insureds, on a primary and non-contributory basis as respects general liability (ongoing and completed operations), automobile liability, umbrella (excess liability) and pollution liability, if applicable. Waivers of subrogation endorsements apply as required by written contract and where permissible by law (applicable endorsements must be attached to certificate of insurance prior to submission).

If there is Owner specific required wording, it shall be listed on Attachment D.

SAMPLE

EXHIBIT F
CERTIFICATION GIFT POLICY, ANTI-CORRUPTION & ANTI-MONEY LAUNDERING POLICIES

Project: Project Number, Project Name

Subcontractor: Legal Entity Name

For the purposes of this exhibit, all references to “Contractor” shall mean and apply to Concrete Strategies LLC.

This Certification is provided to Contractor pursuant to the Agreement between Contractor and Subcontractor for the Project.

Business relationships are based upon mutual respect and cooperation. The success of a business relationship relies heavily on a clear understanding of policies applicable to that relationship. Subcontractor acknowledges receipt and understanding of the policies set forth below as applicable to its scope of work, services and/or provision of goods at or for the Project:

A. **NO GIFT POLICY.** Contractor's Gifts, Entertainment and Business Courtesies Policy ("No Gift Policy") prohibits its employees from soliciting or accepting gifts or gratuities from subcontractors and suppliers that are in excess of acceptable common business courtesies. Acceptable common business courtesies of nominal value are exempt, including occasional meals with business associates, occasionally attending sports and other cultural events with business associates, and occasionally accepting reasonable and customary promotional items of nominal value. Gifts and gratuities in excess of the foregoing are strictly forbidden.

B. **CONTRACTOR ANTI-CORRUPTION, ANTI-MONEY LAUNDERING COMPLIANCE POLICY** Contractor and its affiliates are committed to doing business in compliance with all applicable laws, including observing the standards of conduct set forth in the United States Foreign Corrupt Practices Act (“FCPA”) and the applicable anti-corruption and anti-money laundering laws of the countries in which Contractor may conduct business. No employee or subcontractor of Contractor or any of its affiliates shall offer to pay a bribe, or provide another thing of value for obtain an improper benefit, to any third party, public or private with whom Contractor or its affiliates are doing business.

- a. *Compliance with Anti-Corruption Laws.* Subcontractor shall conduct itself with conduct business ethically and comply with all applicable anti-corruption laws, including the FCPA. Subcontractor shall not directly or indirectly, promise, authorize, offer or pay anything of value (including but not limited to gifts, travel, hospitality, charitable donations or employment) to any government official or other party to improperly influence any act or decision of such official of the purpose of promising the business interests of Contractor or its affiliates in any respect, or to otherwise improperly promote the business interests of Contractor in any respect.

The foregoing applies to any payments to a Government Official to secure or expedite any government action by a Government Official and further prohibits payment of expenses for travel, lodging, gifts, hospitality, or charitable donations to or for Governmental Officials. “Government Official” means all of the following: (i) any employee of a government entity or subdivision, including elected officials; (ii) any private person acting on behalf of a government entity, even if just temporarily; (iii) officers and employees of companies that are owned or controlled by the government; (iv) candidates for political office; (v) political party officials; and (vi) officers, employees and representatives of public international organizations, such as the World Bank and United Nations.

- b. *Compliance with Anti-Money Laundering Laws.* Subcontractor shall comply with all applicable anti-money laundering laws. Subcontractor shall not knowingly directly or indirectly disguise or attempt to disguise the

sources of illegally obtained funds.

C. ENFORCEMENT. Contractor reserves all rights and remedies under the Subcontract and applicable law to enforce the above policies, including terminating the Subcontract and seeking damages if appropriate.

D. NO RETALIATION. Contractor will not tolerate retaliation against anyone who has, in good faith, reported a possible violation of this Policy or refused to participate in activities that violate this Policy.

E. REPORTING. Reports or concerns about violation of this Policy or related applicable laws should be made to the Contractor Office of General Counsel, 35 East Wacker Drive, Suite 1300, Chicago IL 60601.

The undersigned, on behalf of Subcontractor and its lower tiers, agrees to comply with the foregoing and shall require any sub-tier subcontractors and/or suppliers to sign a similar Certification acknowledging receipt and compliance with the foregoing policies as a condition of Final Payment.

Legal Entity Name

BY: {{Sig_es_:signer1:Signature}}

SAMPLE