

The following terms and conditions are incorporated into, and made a part of, all Purchase Orders ("PO") issued by, or originating from Renewable Water Resources ("ReWa"), for any and all goods or services purchased or requested by ReWa or any other party, that are provided for the benefit of ReWa, from the party to whom the PO is issued or directed ("Vendor").

Nothing in these terms, or on the face of this PO, shall be deemed to imply or create any relationship of agency, partnership, joint venture, or employment between ReWa and any other entity, including any affiliate of ReWa. This PO constitutes the entire Agreement between the parties relating to the goods and/or services specified herein. Written acknowledgment of, and/or performance by shipment against this PO by Vendor, constitutes formal acceptance of all of its terms and conditions.

Any terms or conditions stated by Vendor, in accepting or acknowledging this PO, which are in conflict with, different from, or in addition to the terms and conditions of this PO, shall not be binding on ReWa unless separately and expressly accepted in writing by ReWa and signed by both parties. Any failure by ReWa or Vendor to demand performance of this PO strictly in compliance with its terms and conditions, shall not be deemed a waiver of this PO or any part hereof, and if either party shall agree in writing to waive the performance of any portion hereof, such agreement shall not in any way be construed as a waiver of any other terms or conditions of this PO.

In the event any provision or portion of the terms and conditions herein shall be held void or unenforceable by a court of competent jurisdiction, that provision or portion shall be deemed deleted and the remainder of this PO shall be enforced as written. This PO shall be deemed to be made in the State of South Carolina and all matters relating to this PO and its enforcement shall be construed according to the laws of South Carolina. Any claim or dispute arising hereunder shall be determined only in a Federal or State Court in South Carolina.

Vendor agrees to make a good faith effort to accept any changes or modifications requested by ReWa, and the parties agree that an equitable adjustment in the terms of the PO necessitated by such changes or modifications shall be agreed upon by the parties in writing. Negotiations regarding such adjustments shall not excuse any delay in performance. Vendor may not assign the rights or obligations set forth in the PO or these terms and conditions without the express written consent of the other party. Vendor will, if requested by ReWa, submit certified weight certificates for the goods subject to this PO.

D.D.P. Incoterms shall govern all ReWa POs unless expressly agreed otherwise by both parties in writing. The risk of loss of and damage to the goods which are the subject of any PO shall be with the Vendor and shall remain with the Vendor until the goods are delivered to the destination set out in the PO and are accepted by ReWa.

ReWa reserves the right to reject and shall not be obligated to pay for partial deliveries, partial rendition of services or over-deliveries if not authorized by ReWa in advance. Upon the occurrence of late, early, or unauthorized partial deliveries of goods or rendition of services by Vendor, ReWa may, at its option, in addition to any other remedies available to it, terminate this PO and/or reject the goods and/or services in whole or in part, and returned to Vendor at Vendor's expense. Should ReWa agree to accept late, early, or unauthorized under or over deliveries, Vendor agrees to pay, at no expense to ReWa, all additional freight charges, storage charges, expenses, damages, and costs of whatever nature incurred as a result of such deliveries.

Vendor shall have sole control over its employees including, but not limited to, the supervision and direction of the method and manner in which the work is accomplished, the method and amount of wage and benefit payments, and control of all hiring, firing or discipline of employees, as well as all policies and procedures related thereto. If Vendor performs any services under this PO, which are carried out on property owned or controlled by ReWa, Vendor agrees that its employees, agents, subcontractors or other representatives will abide by ReWa's safety and security requirements, which are available on request. Vendor agrees to comply with all pertinent and binding state, local and/or federal laws, regulations or orders pertaining to the fulfillment of this Purchase Order, including without limitation equal employment, nondiscrimination, affirmative action, and safety. If violation of any law or regulation has or does occur, Vendor will indemnify and save harmless ReWa from all losses, penalties, or payments of all sums of money on account of such violation. In the event any article, service, or process sold, delivered and/or performed hereunder shall be covered by any patent, copyright, or application for either, Vendor will indemnify and save harmless ReWa from any and all loss, cost or expenses on account of any and all claims, lawsuits, or judgments on account of the use or sale of such article or the use of such service or process in violation of copyright, or application for either rights under such patent, copyright, or application for either.

In the event any article, service, or process sold and delivered or sold and performed hereunder shall be defective in any respect whatsoever, Vendor will indemnify and hold harmless ReWa from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the performance of those services, the use of such article, or process and are contributed to by said defective condition. Vendor agrees to provide reasonable access to facilities and assistance for the safe and convenient inspection and/or audit at Vendor's plant of the goods specified herein, if so deemed necessary by ReWa.

Provision of services shall not be deemed completed under this PO until ReWa has accepted such work as complete and conforming. ReWa shall have a reasonable amount of time to inspect the work as to its completeness and conformity to specifications prior to such acceptance. Unless expressly otherwise specified, this PO and all provisions herein must be fully performed and complied with to ReWa's satisfaction before payment by ReWa shall become due. No payment to Vendor shall be construed as irrevocable acceptance by ReWa in a case of defective or nonconforming goods or services subject to this PO. ReWa shall have the right to offset against the payment of any monies that may become due to Vendor hereunder, any sums which may now or hereafter be owed to ReWa by Vendor or by any agent, subsidiary or affiliate of Vendor, or which may be due to any other party making any claim against the goods or finished services, or the amounts due. Acceptance of any goods or services or payment for such goods or services by ReWa shall not waive any breach by Vendor. In the event ReWa brings suit to enforce Vendor's obligations arising out of this PO, ReWa shall be entitled to recover all of its costs, expenses and reasonable attorneys' fees in such action from Vendor. ReWa's remedies shall be cumulative, and any remedies herein specified do not exclude any other remedies allowed by law.

Vendor shall maintain Workers Compensation Insurance and Automobile Liability Insurance as required by South Carolina law for the duration of any services provided pursuant to the PO. Vendor shall also maintain Commercial General Liability Insurance and provide a certificate of insurance upon request by ReWa.

The parties agree that, time is of the essence in the performance of this PO. ReWa may terminate the PO for cause in the event that Vendor fails to properly perform the services or deliver the goods requested in the PO, fails to perform or deliver in a timely manner, or commits significant or repeated errors in the performance of the PO. In the event of termination of the PO for cause, ReWa shall have no obligation to pay Vendor any additional compensation until such time as all goods or services required of Vendor have been properly performed or delivered. If the goods or services required in the PO are provided by a third party in order to complete the PO, then the cost paid by ReWa for those goods and services shall be deducted from any remaining balance due to Vendor and any balance then remaining shall be paid to Vendor.

Vendor shall not take any action which will void, impair or adversely affect in any way any warranties provided by the manufacturers of any goods provided pursuant to the PO.

The Vendor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials, rubbish, the Vendor's tools, construction equipment, machinery and surplus materials from and about the Project. Vendor shall be responsible for transporting to ReWa's designated facility any surplus equipment, machinery, materials determined to be spare parts at the completion of work.