

## OLD DOMINION INSULATION, INC. PURCHASE ORDER TERMS AND CONDITIONS

UNLESS OTHERWISE PROVIDED BY SEPARATE WRITTEN CONTRACT DULY SIGNED BY OLD DOMINION INSULATION, INC. ("ODI" OR "BUYER") AND VENDOR, ANY PURCHASE ORDER ISSUED BY BUYER (A "PURCHASE ORDER") MAY BE ACCEPTED ONLY UPON THE TERMS AND CONDITIONS SPECIFIED BELOW. PROCUREMENT OF GOODS AND/OR SERVICES DESCRIBED HEREIN SHALL BE DEEMED TO BE AN ACCEPTANCE BY VENDOR OF SUCH TERMS AND CONDITIONS. BUYER OBJECTS TO AND REJECTS ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS IN VENDOR'S ACKNOWLEDGMENT OR OTHER RESPONSE HERETO, SHALL BE DEEMED OBJECTED TO AND REJECTED BY BUYER AND THOSE ADDITIONAL OR DIFFERENT TERMS SHALL BE OF NO EFFECT. THESE TERMS AND CONDITIONS SHALL FORM AN INTEGRAL PART OF THE PURCHASE ORDER.

### 1. ACCEPTANCE.

- a. The Purchase Order and its terms and conditions are applicable to the goods, equipment, items, work, products provided and/or services rendered (the "Goods and/or Services") by the VENDOR to the BUYER. In the event that any provision of the Purchase Order shall be found to be unenforceable for any reason, the remaining provisions shall be in full force and effect to the extent that they are not also held invalid.
- b. Notwithstanding anything contrary in the Purchase Order, the terms and conditions provided herein shall prevail unless otherwise agreed to in writing by BUYER.
- c. BUYER shall not be bound by the Purchase Order unless and until VENDOR executes and returns to BUYER the acknowledgement copy of the Purchase Order within two (2) working days of VENDOR's receipt. VENDOR shall be bound by the Purchase Order when it executes and returns to BUYER the acknowledgement copy of the Purchase Order or when VENDOR engages in conduct which recognizes the existence of the Purchase Order, including shipment of any part of Goods and/or Services covered by the Purchase Order.
- d. Acceptance of the Purchase Order is expressly limited to the terms and conditions herein. VENDOR'S agreement to these Terms and Conditions is indicated by VENDOR'S acceptance of the Purchase Order.

2. **TITLE.** VENDOR, at the time of transfer of title to the Goods and/or Services sold hereunder to BUYER, shall have good title to and/or the full right and authority to sell such Goods and/or Services and they shall be free and clear of all liens, claims and encumbrances whatsoever except to the extent of taxes, duties and charges for which BUYER is made responsible pursuant to the other provisions hereof. Title to the Goods and/or Services shall transfer to BUYER at the time and place of delivery at the F.O.B. Point indicated on the Purchase Order.

### 3. CHANGES AND SUBSTITUTIONS.

- a. VENDOR shall not change the quality, quantity, nature and specifications of the Goods and/or Services ordered by BUYER hereunder unless authorized in writing by a BUYER authorized representative.
- b. BUYER may, at any time, by written change order, make changes or additions within the general scope of the Purchase Order, including but not limited to, changes to the specifications set forth herein or provided herewith. If any such change causes any increase or decrease in the cost of, or the time required for performance of the Purchase Order, VENDOR shall notify BUYER in writing, and an appropriate equitable adjustment mutually agreed by VENDOR and BUYER may be made in the price or time of performance, or both, by written modification of the Purchase Order to be signed by BUYER. Any claim by VENDOR for such adjustment must be asserted within thirty (30) days, or such other period as may be agreed upon in writing by the parties, after VENDOR's receipt of BUYER's notice of change. Nothing herein shall excuse VENDOR from proceeding with the Purchase Order as changed. The provision shall not in any way relieve VENDOR of its obligation to provide Goods and/or Services in conformance with the designs, specifications, drawings, samples, or other descriptions provided with or referred to in the Purchase Order.

4. **INSPECTION.** All Goods and/or Services furnished hereunder shall be subject to inspection and approval by BUYER. Any inspection, acceptance or testing of the Goods and/or Services by BUYER or failure to inspect or test shall not relieve VENDOR of its obligations, warranties, or guarantees hereunder. Goods and/or Services will be deemed to be defective if they are found in the sole discretion of the BUYER, acting reasonably, not to conform in all respects to

- a. BUYER's specifications, drawings, blueprints and data,
- b. VENDOR's warranties, whether express or implied, or
- c. any other instructions or requirements contained in the Purchase Order. If upon being notified by BUYER of defective Goods and/or Services, and having being directed to correct such defective Goods and/or Services by a specific date, the VENDOR states or by its action indicates its inability or unwillingness to comply, then BUYER may proceed to accomplish the corrective work by the most expeditious means available to it and charge VENDOR for all costs incurred by BUYER, including without limitation labor, material, equipment and tool rental, in order to render the Goods and/or Services acceptable.

5. **COLLABORATION.** VENDOR agrees to use its best effort to collaborate with BUYER and any other supplier of products retained by the BUYER for the development of the project for which the Goods and/or Services under the Purchase Order are procured (the "Project"), as to ensure the interconnection of the Goods and/or Services provided under the Purchase Order with the other Goods and/or Services of the Project. In addition, VENDOR shall collaborate and cooperate with BUYER's instructions in order to ensure the coordination of the delivery of the Goods and/or Services sold hereunder with the delivery and the integration of the other Project components.

6. **RELEASE AGAINST LIENS AND CLAIMS.** VENDOR shall promptly pay all claims of persons or firms furnishing labor, equipment, or materials used in providing the Goods and/or Services. BUYER may require VENDOR to submit satisfactory evidence of payment including, but not limited to, a statutory declaration or other form of statement satisfactory to BUYER and releases of all claims. Notwithstanding anything contrary contained herein, BUYER may withhold payment until VENDOR has furnished such evidence of payment and release. VENDOR shall indemnify and defend BUYER against any liability or loss arising from any such claim or liens filed in relation to the same. In order to assure BUYER of the prompt and unrestricted use of the Project for which the Goods and/or Services under the Purchase Order are procured, VENDOR agrees to waive any and all liens which it might otherwise assert in the resolution of disputes arising out of the performance of the Purchase Order, and also to cause its subcontractors to waive any such liens. This waiver is not intended to be, nor will it be construed to be a limitation of any of BUYER rights hereunder.

### 7. TRANSPORTATION AND DELIVERY.

- a. BUYER shall be responsible to establish at its sole discretion the delivery schedules of the Goods and/or Services sold hereunder and reserves the right to reasonably alter its delivery schedules by noticing the VENDOR. VENDOR is responsible for providing prompt notification to BUYER of delivery delays.
- b. BUYER reserves the right to return early deliveries or excess or short shipments at VENDOR's expense.
- c. The VENDOR shall ensure that the Goods and/or Services arrive at the stipulated destination by the delivery date specified and/or are rendered at the date specified, and in this regard, time shall be of the essence. Moreover, the VENDOR shall ensure that the Goods and/or Services are properly packed to ensure safe handling and carriage. If delivery and/or rendering of Goods and/or Services is not completed by the time provided for or established on the face of the Purchase Order, BUYER reserves the right without liability, in addition to and without waiving any of its other rights and remedies provided herein or at law or equity, to terminate the Purchase Order by notice effective when sent to VENDOR, as to any or all stated Goods and/or Services that are not yet shipped and/or not yet rendered, and to purchase substitute Goods and/or Services elsewhere and charge VENDOR with any cost, loss or damage incurred by BUYER. In addition, VENDOR shall pay to BUYER, as liquidated damages for such delay and not as a penalty, 2% of the net fixed price for Goods and/or Services purchased under the Purchase Order for each calendar week the delivery of Goods and/or Services hereunder is delayed.

8. **BUYER'S PROPERTY.** Unless otherwise provided herein, or in any other written agreement between BUYER and VENDOR, all items, materials, facilities, tools, equipment furnished or paid for by BUYER shall be BUYER's property and VENDOR shall bear the risk of loss thereof, and damage thereto, normal wear and tear excepted, while such property is in VENDOR's possession or control. Property covered by the provision shall be suitably protected, segregated, and marked as the property of BUYER, shall not be moved from either BUYER'S or VENDOR's premises without written BUYER approval, and shall be immediately delivered to BUYER upon request.

### 9. PAYMENT, WITHHOLDING AND SETOFF.

- a. Payment for Goods and/or Services sold hereunder are net fixed price and shall be made within forty-five (45) working days of BUYER's receipt of an invoice therefore unless otherwise specified in the Purchase Order.
- b. BUYER shall be entitled to withhold payment as may be required by law and to the extent necessary to protect BUYER in respect of:
  - i. costs incurred by BUYER pursuant to any breach of the Purchase Order by VENDOR;
  - ii. claims or liens filed or the reasonable possibility thereof, on the Goods and/or Services or property to which the Goods and/or Services have been delivered; and
  - iii. any portion of an invoice being disputed by BUYER.
- c. BUYER shall be entitled to set off against any amount owing to VENDOR, hereunder, any amount owed by VENDOR to BUYER or its affiliates under the Purchase Order or any other agreement.

### 10. TAXES AND DUTIES.

- a. Except as otherwise specifically provided in the Purchase Order, prices stated herein, are inclusive of all taxes, fees, assessments duties or charges imposed, levied, or assessed by any governmental authority upon the Goods and/or Services as an incident to the purchase, sale, ownership, storage, delivery, transportation, exportation, or importation of the Goods and/or Services. Except as otherwise specifically provided in the Purchase Order, any existing, increased, or new, tax, fee, duty or charge levied on the Goods and/or Services by any governmental authority shall be for the account of VENDOR.
- b. If by virtue of legislation such tax, fee, assessment duty or charge is payable by BUYER, the VENDOR shall reimburse BUYER for such tax, fee, duty of charge.

- c. If any charges are exempt from sales or use tax liability, BUYER will provide VENDOR with evidence of tax exemption acceptable to the relevant taxing authority.

**11. WARRANTIES AND GUARANTEES.**

- a. VENDOR guarantees and warrants that all Goods and/or Services, including parts or material listed in BUYER's specifications shall
- be of merchantable quality,
  - have clear title,
  - conform to the designs, specifications, drawings, samples or other descriptions provided with or referred to in the Purchase Order,
  - be free from defects for a period of eighteen (18) months following delivery or twelve (12) months following installation and commissioning, whichever is longer,
  - be of acceptable standards common to the industry, and
  - meet the requirements of governmental authorities which establish standards for such type of Goods and/or Services and all requirements of BUYER as per any specifications.
- b. VENDOR acknowledges that the warranties contained herein shall survive the inspection, installation and commissioning, acceptance, and payment.
- c. Nothing herein shall be construed to limit or exclude any warranties or guarantees implied by statute or by usage of the trade.

**12. HAZARDOUS MATERIALS.** VENDOR shall comply with all laws and regulations relating to the supply of hazardous or toxic material and protection of the environment. VENDOR further agrees and acknowledges to be solely responsible with regard to any hazardous or toxic materials sold to BUYER under the Purchase Order and BUYER shall not under any circumstances assume any liability with regard to such hazardous or toxic material.

**13. SAFETY.** VENDOR shall be responsible for the acts and omissions of VENDOR's employees, subcontractors, and their agents and employees, and shall take reasonable precautions to prevent the occurrence of any injury to person or property (including any Goods and/or Services provided hereunder), including without limitation, providing and maintaining barricades, guardrails, fences, warning signs, red lanterns, etc. for protection of the Goods and/or Services, workers and the public. The VENDOR will ensure that all their employees, subcontractors, and their agents and employees observe the BUYER's rules and regulations that may be applied at Buyers' facilities. VENDOR shall at its sole expense promptly remedy all damage and loss to property at BUYER's location caused in whole or in part by VENDOR or any of its subcontractors or any other person acting under VENDOR's direction or control, or otherwise on its behalf.

**14. LIABILITY AND INDEMNITY.** VENDOR shall and agrees to

- a. be liable to BUYER and its customers, agents, and employees for all loss, costs, and damages whatsoever which any of them may suffer, sustain, pay, or incur arising directly or indirectly out of, or in connection with a breach of any provision of the Purchase Order or these terms and conditions by VENDOR;
- b. forever defend, indemnify and hold harmless BUYER and its directors, officers, subsidiaries, parents, successors, assigns, servants, agents, employees and customers, from and against all proceedings, claims, demands, loss, costs, damages, penalties and interest, whatsoever, including costs and attorney fees, for alleged personal injury or property damage which may be brought against or suffered by any of them or which they may sustain, pay or incur, arising directly or indirectly from VENDOR'S provision of goods or services to BUYER; and
- c. forever defend, indemnify and hold harmless BUYER and its directors, officers, subsidiaries, parents, successors, assigns, servants, agents, employees and customers, from and against all proceedings, claims, demands, loss, costs, damages, penalties and interest, whatsoever, including costs and attorney fees, which may be brought against or suffered by any of them or which they may sustain, pay or incur, including without limitation
- any claim for alleged infringement of intellectual property,
  - any alleged claim, lien or encumbrance attaching to the Goods and/or Services or property to which they were delivered arising through the ownership, possession or manufacture of the Goods and/or Services by the VENDOR,
  - violation of any applicable laws committed by the VENDOR, its agents, representatives, employees or subcontractors, or any of their respective agents and employees ("VENDOR Indemnifying Parties"),
  - any act or omission of the VENDOR Indemnifying Parties, or
  - failure to pay, when due and payable, taxes and duties for which VENDOR is responsible.
- d. This provision shall apply notwithstanding that any of said claims, actions or suits shall be determined to be unjustified or to have been unfounded. BUYER shall have the right at its sole option to participate in the defense of any claim without relieving VENDOR of its obligations hereunder in respect of the defense of such claim and costs thereof.

**15. INDEPENDENT CONTRACTOR.** VENDOR agrees that it is engaged as an independent contractor and that all persons performing Goods and/or Services under the Purchase Order are employees or agents of VENDOR. VENDOR further agrees that it will be solely responsible for the payment of all taxes and benefits required by law for said employees or agents, without liability to BUYER. VENDOR's representatives shall be fully experienced and properly qualified to advise and give direction for the Goods and/or Services provided in the Purchase Order and shall act for and on behalf of the VENDOR.

**16. SUBCONTRACTOR.** No procurement of Goods and/or provision of Services under the Purchase Order may be subcontracted by VENDOR without the prior written approval of BUYER, who reserves the right to disapprove any proposed subcontractor in its sole discretion. Nothing contained in the Purchase Order shall create any contractual relation between any subcontractor and BUYER or any agent or employee of BUYER. Nothing shall create any obligation on the part of BUYER, or any employee or agent of BUYER, to pay or to see to the payment of any sums to any subcontractor, supplier or any other party not directly contracting with BUYER. VENDOR agrees to bind every subcontractor to the terms of the Purchase Order insofar as applicable to the subcontractor's procurement of Goods and/or Services. BUYER will ensure that any approved subcontractor will comply with any and all applicable security guidelines or policy of the BUYER.

**17. DEFAULT AND CANCELLATION.** In addition to any remedy for VENDOR'S default, BUYER may cancel the Purchase Order or any part hereof, notwithstanding acceptance and inspection of the Goods and/or Services if

- the Goods and/or Services are not delivered by the specified time;
- the Goods and/or Services are not the same quantity, quality, nature, or specifications ordered by BUYER;
- upon breach of any warranty or guarantee specified herein or conditions implied by law;
- the Goods and/or Services infringe any patent, trade secret, trademark or copyright of a third party or their use is judicially enjoined by virtue of such potential infringement;
- prior to delivery, the VENDOR becomes insolvent, enters into bankruptcy or a receiver is appointed in respect of any of its business or VENDOR makes an assignment for the benefit of creditors;
- a claim of lien is filed or there is the reasonable possibility thereof, in respect of the Goods and/or Services or the property to which they are delivered;
- an event of Force Majeure as defined below occurs;
- the VENDOR attempts to assign or transfer its obligations hereunder to any third party without the prior written consent of the BUYER;
- upon breach by the VENDOR of any other provision of the Purchase Order. Should the Purchase Order be cancelled pursuant to this Section 17, VENDOR shall reimburse BUYER for the costs of inspection, repackaging and return shipment of any Goods and/or Services returned pursuant to such cancellation. Prior to delivery BUYER may cancel the Purchase Order or any part thereof upon paying to VENDOR all reasonable costs incurred by VENDOR in respect of such Goods and/or Services less any monies already paid to VENDOR for the same. BUYER shall not be liable to VENDOR for any loss of profit or other damages arising from cancellation pursuant to this Section 17 except for payment for deliveries made prior to termination and which are accepted by BUYER. Notwithstanding any remedy for VENDOR's default, including the right of termination for cause provided in this Section 17, BUYER shall have the right, upon written notice to VENDOR, to terminate the Purchase Order, in whole or in part, without cause. BUYER's exclusive liability to VENDOR shall be limited to the following payments which shall not exceed the total price provided for in the Purchase Order:

  - the price provided in the Purchase Order for all Goods and/or Services which have been completed prior to termination and which are accepted by BUYER;
  - any reasonable expenditures on the uncompleted portion of the Purchase Order paid by VENDOR on account of commitments made under the Purchase Order.

**18. FORCE MAJEURE.** The obligations of a party hereunder shall be suspended during the time and to the extent compliance is prevented, and in BUYER's case when and to the extent its need for the Goods and/or Services is reduced or eliminated, by occurrences not reasonably within the control of the party affected, including but not limited to fires, floods, explosions, accidents, acts of God, war, riot, strike, lockout or other concerted acts of workers, and acts of government (an "Event of Force Majeure"). In the event that delivery of the Goods and/or Services in the reasonable opinion of either party could be delayed by an Event of Force Majeure beyond the delivery date for a period in excess of seven (7) days, then either party shall so notify the other in writing promptly upon becoming aware of the occurrence of an Event of Force Majeure and BUYER shall either

- cancel the Purchase Order; or
- authorize VENDOR to complete the Purchase Order with such adjustments as are agreed upon in writing by both parties and are required by reason of the existence of the Event of Force Majeure.

**19. NOTICES.** Any communication given hereunder shall be in writing to the recipient's address set out on the Purchase Order or such other address as the recipient may advise from time to time in writing. Any communication properly given hereunder shall be deemed to have been received, if sent by electronic communication or hand delivered, on the first business day following its transmission, or, if sent by mail, on the fourth business day following the mailing thereof, except in the event of a postal service disruption.

**20. USE OF NAME.** VENDOR shall not use BUYER's name in advertising, promotional material or publicity releases relating to the Goods and/or Services unless authorized in writing by BUYER.

**21. ASSIGNMENT.** The rights and obligations of VENDOR hereunder shall not be assigned or transferred, in whole or in part, without the prior written consent of BUYER. Any attempt to transfer or assign the rights or obligations without such consent shall be wholly void and totally ineffective for all purposes and shall entitle BUYER, at its option, to cancel the Purchase Order. Notwithstanding anything contrary in the Purchase Order, BUYER shall be entitled to assign or transfer the Purchase Order in whole or in part, to any parties including without any limitation any owners or lenders of the Project.

- 22. CONFIDENTIALITY.** Any specifications, drawings, sketches, models, samples, tools, technical information, methods, processes, techniques, shop practices, formulas, compounds, compositions, research data, marketing and sales information, customer lists, plans, know-how, trade secrets, or data, written, oral, or otherwise, of BUYER or its customers (all hereinafter designated "INFORMATION") furnished to VENDOR under the Purchase Order or in contemplation thereof shall remain BUYER's or its customers' property. All copies of such information in written, graphic, computer disk, CD, or other tangible form shall be immediately returned to BUYER upon expiration or termination of the Purchase Order, or at the request of BUYER, without cost to BUYER. The INFORMATION, whether or not marked as confidential, shall be kept confidential by VENDOR, shall be used only in the filling of the Purchase Order, or in performing hereunder, and may be disclosed or used for other purposes only upon such terms as may be agreed upon in advance between BUYER and VENDOR in writing. The non-disclosure and confidentiality obligations contained herein shall not apply if
- a. the INFORMATION is known to VENDOR prior to obtaining same from BUYER,
  - b. the INFORMATION is, at the time of disclosure by VENDOR, then in the public domain, or
  - c. the INFORMATION is obtained by VENDOR from a third party who did not receive the same directly or indirectly from BUYER, its affiliate or related entities or its customers, and who has no obligation of secrecy with respect thereto. No information furnished by VENDOR to BUYER shall be considered by VENDOR to be confidential or proprietary unless specifically agreed to in writing by BUYER.
- 23. INSURANCE.** VENDOR shall not commence provision of Goods and/or Services under the Purchase Order until it has obtained all insurance required under this Section 23 and such insurance has been approved by BUYER, nor shall VENDOR allow any of its subcontractors to commence provision of Goods and/or Services on its subcontract until insurance, in amounts specified hereinafter, has been obtained by the subcontractor and certificates evidencing the same have been received by and approved by BUYER. VENDOR and all subcontractors of VENDOR shall maintain all insurance required under this Section 23 during the life of the Purchase Order, and for not less than one (1) year thereafter. The cost of VENDOR's insurance is included in the Purchase Order amounts.
- a. Worker's Compensation and Occupational Disease Insurance in accordance with applicable laws;
  - b. Employer's Liability Insurance with a limit of \$2,000,000 per occurrence;
  - c. Commercial General Liability Insurance, written on an occurrence basis, including contractual liability coverage for liability assumed under the Purchase Order and all other written contracts relative to the Goods and/or Services to be performed hereunder (to the extent of the coverage afforded by the policy); completed operations/products liability coverage for three (3) years beyond termination and/or completion of the work/ personal injury liability; broad form property damage; and incidental malpractice; with a combined bodily injury and property damage limit of \$5,000,000 per occurrence;
  - d. Comprehensive Automobile Liability Insurance, covering the use of all owned, non-owned, and hired automobiles used in connection with the Goods and/or Services hereunder, both on and off the jobsite, with combined single limit of \$2,000,000 per occurrence;
  - e. Worker's Compensation and Employer's Liability Insurance for off-site activities with statutory limits in compliance with the law or laws of the state or states in which employees are hired or will work. In addition, Employer's Liability Insurance, including Occupational Disease coverage, shall be provided with the following limits: \$1,000,000 bodily injury each accident, \$1,000,000 each employee, \$1,000,000 aggregate policy limit;
  - f. Comprehensive General Liability Insurance for off-site activities; \$5,000,000 combined single limit for bodily injury and property damage per occurrence. Coverage must include broad form contractual, broad form property damage, personal injury, premises-operations, products completed operations, independent VENDORS and subcontractors, fire legal liability, and when indicated, coverages for explosion, collapse and underground ("XCU") property hazards. Coverage will be written on the standard occurrence policy form;
  - g. VENDOR and each of its subcontractors shall carry an appropriate umbrella policy, for a total of \$5,000,000 coverage including underlying limits. The foregoing coverage shall apply specifically to the Goods and/or Services provided hereunder, without aggregation with respect to any other project(s) VENDOR or any of its subcontractors may be engaged in at any time or from time to time. Prior to performance or delivery of Goods and/or Services, VENDOR shall furnish BUYER with at least one (1) copy of a Certificate of Insurance as evidence of the above required insurance and such Certificate shall provide for thirty (30) days written notice to BUYER prior to change or cancellation thereof.
- 24. GENERAL PROVISIONS.**
- a. The Purchase Order shall be governed by, construed, and interpreted in accordance with the laws of State of Virginia and the federal laws applicable therein without regards to the laws of such jurisdiction concerning conflicts of laws and VENDOR hereby agrees to submit to the jurisdiction and venue of the federal and state courts having jurisdiction in Chesterfield County, Virginia. If any term or condition of an Order or these Standard Terms and Conditions shall be determined by a court of competent jurisdiction to be unenforceable or contrary to law, then all other terms and conditions of the Order shall remain valid and in full force and effect to the extent they are reasonably severable.
  - b. In the performance of the Purchase Order, VENDOR shall observe and comply with all applicable laws, regulations, ordinances, directives, and orders of any proper authority having or asserting jurisdiction. Should BUYER be required to take legal action to enforce the Purchase Order or these Terms and Conditions, it shall be entitled to recover from VENDOR all fees and costs incurred, including without limitation attorney's fees.
  - c. BUYER shall be entitled to strict performance of VENDOR's obligations hereunder, and such right shall not be affected by any prior waiver, forbearance, or course of dealing. Any waiver by BUYER of its rights hereunder shall not be binding unless in writing signed by an authorized BUYER representative.
  - d. Any claim or other action by VENDOR must be commenced within one year after the cause of action shall have accrued.
  - e. The giving of any bonus, commission, money, or services in connection with the Purchase Order by VENDOR to any BUYER employee or agent, either before or after the Purchase Order is issued, is strictly prohibited, and shall be deemed to be a breach of the Purchase Order.
  - f. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE PURCHASE ORDER.
  - g. If either party breaches the terms of a Purchase Order or these Terms and Conditions, the breaching party will be liable for the other party's reasonable costs and attorney's fees in connection with the breach.
  - h. The Purchase Order and these Terms and Conditions constitute the entire agreement between the parties.