



PURCHASE ORDER TERMS AND CONDITIONS

Vendor hereby accepts the following Terms and Conditions (“T&Cs”) of Century Ship Service, Ltd., Globaltec Construction, Ltd., Century Industrial Services, LLC and Century Ship Service, Inc. (collectively, the “Century”) by accepting the Purchase Order (“PO”) from Century, to which these T&Cs are attached:

1. Century Purchase Order number must appear on all shipping documents and Vendor invoice.
2. All orders require Century’s provided Century Logo labeling for ease of location on project sites.
3. When sending final piece count, DIMS & Weights, Century also requires digital pictures of the items to be shipped.
4. Once shipped or delivered a signed POD (Proof of Delivery) or Air Way Bill or Tracking # must be emailed to Century.
5. All orders shipped must be accompanied by an MSDS (Material Safety Data Sheets) whenever applicable.
6. All orders shipped must be accompanied by Class Approval Certificates (Lloyds / DNV/ ABS) whenever applicable.
7. Orders must be shipped with a Product Specification Sheet.
8. All Steel materials must be shipped with a copy of Mill Certificates and digital copies must be emailed to Century.
9. All orders must be properly packed for the mode of transport by which it will be delivered, and otherwise sufficient to reasonably ensure it will not be damaged in transit. Pallets used to transport orders abroad must comply with IPPS standards.
10. Should any purchased property require special handling or equipment, it is the responsibility of the Vendor to ensure the special handling requirements endorsed on the shipping documents, whether or not issued by the Vendor, and otherwise complied with by the carrier.
11. Any purchased property which is, or contains, any hazardous or dangerous goods, as defined by applicable domestic and international conventions and laws and regulations, must be properly labeled by Vendor as such, packed by Vendor in accord with applicable standards for the safe handling and transport of such goods; all commercial and shipping documents relating to such goods must also comply with statutory and regulatory requirements, which compliance shall be the responsibility of Vendor.
12. By accepting this PO Vendor agrees that the terms of the T&Cs supersedes any terms of sale maintained by Vendor. In the event of a conflict between the terms of these T&Cs and those of the Vendor, the terms of these T&Cs shall prevail.
13. If the purchased property is being sold for export, subject to terms where performance of the sales agreement is not complete until the purchased property is discharged at the port of destination or beyond, Vendor shall act in complete conformity with all export laws and regulations of the country of export and those required for the legal entry of the purchased property in the country of destination.
14. Vendor agrees to save, hold harmless, defend and indemnify Century from any liabilities and costs, including

attorneys’ fees, of whatever nature or kind, public or private, Century may incur arising out of or relating to any defect in the purchase property or any act omission on the part of the Vendor, its employees, agents or representative, in breach of these T&Cs and/or the statutes, regulations, treaties or conventions incorporated by reference herein.

15. Notwithstanding anything contained in any purchase confirmation, invoice or any other document or terms maintained by the Vendor, Vendor expressly warrants that all materials or services to be furnished hereunder will conform with all applicable specifications, drawings, descriptions, samples or scope of work and shall be free of defects in materials and workmanship. All materials and services are subject to final inspection and approval at point of delivery. Acceptance of or payment for all or part of the materials or services supplied by the Vendor shall not be deemed to be a waiver of Century’s right to claim damages, to cancel or return all or any part of the purchased property due to delay, failure to conform to the PO or by reason of any defect. This term shall survive the termination of this PO for any reason.

16. Final invoice must include project number.

17. In no event shall Century be liable for any consequential, special, indirect, punitive or exemplary damages, including, but not limited to, lost profits or revenues, even if made aware of the possibility of such damages.

18. The PO and the underlying sales transaction, as well as these T&Cs shall be governed and construed in accordance with the laws of Florida, without reference to its choice of law rules. Any action or proceeding arising out of or related to the PO, the underlying sales transaction as well as these T&Cs shall be venued in the federal or state courts of the State of Florida, County of Miami-Dade, and Vendor hereby waives any jurisdiction or venue objection which it may have to any action or proceeding filed in according with the terms of this provision of these T&Cs.

19. By accepting the PO, Vendor is hereby agreeing to meet Vendor’s promised delivery dates and to fulfill the requested delivery method identified in the PO. Vendor acknowledges that failure of Vendor to meet deadlines and order specification agreed to with Century could result in the Century installation team’s inability to complete projects correctly and/or on time. In such cases where Century fails to perform per its contract with its customer, and where such failure is the proximate result of Vendor’s failures, and where monetary damages or contractual penalties are imposed as a consequence, Vendor shall be liable to indemnify Century for any such damages and/or penalties. The terms of these T&Cs shall survive the termination of the PO, for any reason.

20. The PO to which these T&Cs are attached shall be included in any volume rebate provided to Century pursuant to a separate volume rebate agreement entered into by and between Century and Vendor.