

Purchase Order Terms and Conditions for Suppliers

1/1/2021

Please read the following terms and conditions carefully:

1. These Purchase Order Terms and Conditions for Suppliers (these "Terms") shall apply to the Purchase Order ("Order") to which they are attached and are the only terms which govern the purchase of goods and/or services ("Goods") by Dust Free, LP from the person to whom the Order is submitted ("Supplier"). The accompanying Order and these Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms shall prevail over any of Supplier's general terms and conditions of sale regardless of whether or when Supplier has submitted its sales confirmation or such terms, it being agreed that such terms are hereby rejected by Dust Free, LP and that these Terms expressly limit Supplier's acceptance to the terms and conditions of these Terms. Additionally, to the extent of any inconsistency between these Terms and any written contract between the parties already in existence, these Terms shall control and Supplier's acceptance of these Terms shall constitute an amendment to any such pre-existing contract. Supplier shall be deemed to have accepted these Terms and the accompanying Order upon the earlier to occur of: (i) fulfillment of, or commencement of work to fulfill, the accompanying Order, (ii) Dust Free, LP's receipt of an acknowledgement of such Order from Supplier, (iii) Supplier's shipment of all or part of the Goods associated with the Order (iv) Dust Free, LP's receipt of oral or written acceptance of these Terms by Supplier.
2. All changes and/or amendments to an Order, these Terms and all other agreements (other than deemed amendments to pre-existing contracts as set forth above) related to an Order must be in writing and signed by both parties to be valid.
3. Deliveries shall be processed according to Dust Free, LP's instructions. All Goods must be properly packed. Partial deliveries will only be accepted with Dust Free, LP's advance agreement in writing. If Supplier delivers more or less than the quantity of Goods ordered, Dust Free, LP may reject all or any amount of such Goods. Terms of delivery apply from the date that the Order was placed. Supplier acknowledges that time is of the essence with respect to Supplier's obligations hereunder and the timely delivery of Goods.
4. In addition to any and all other documents specified in the Order as being required by Dust Free, LP, the Supplier shall provide Dust Free, LP with any and all other documents and information required for acceptance and use of the Goods in an Order or as reasonably requested from time to time.
5. In the event both parties agree in writing to a specific delivery date for an Order, Dust Free, LP shall have the right to cancel such Order without any obligation on the part of Dust Free, LP if delivery is not made by such agreed-upon delivery date unless otherwise agreed upon by both parties in writing. In addition, Dust Free, LP may cancel any Order in whole or in part at any time on or before Supplier's commencement of performance under such Order.
6. In the event that the Supplier ships Goods covered by an Order such that the Goods are received at Dust Free, LP past the requested delivery date on the Order, Dust Free, LP shall have, in addition to any and all other rights and/or remedies available to it at law or in equity, the right to charge (and the Supplier shall pay) 1% of the total price of future orders that are received past the requested delivery date for such orders. Furthermore, in the event of any such late delivery, Dust Free, LP reserves the right to charge (and the Supplier shall pay) an additional 0.5% for each additional week, or any portion thereof, past the delivery date, up to a maximum of 5% of the total price of the applicable order. In the event that the Order is cancelled on account of delay in delivering the Order, or if the Supplier is no longer in a position to deliver the Goods covered by the Order in accordance with the terms of the Order, Dust Free, LP shall have, in addition to any and all other rights and/or

remedies available to it at law or in equity, the right to charge (and the Supplier shall pay) up to 5% of the total price of the Order. Dust Free, LP will, on a case-by-case basis, consider waiving the right to charge the 1% to 5% of the Order total in the event that the Supplier delivers four consecutive Orders on or before the requested delivery date on the Orders after a late shipment is received, it being agreed that any such waiver given by Dust Free, LP shall not apply to any other Order, including any other Order that it is received at Dust Free, LP past the requested delivery date on the Order. Without limiting any of its other rights or remedies, Dust Free, LP may set off any claims it or any other Indemnitee (defined below) has against the Supplier or amounts owing to Dust Free, LP or any other Indemnitee from the Supplier (including, without limitation, the amounts of any charges described in this paragraph) against amounts owed by Dust Free, LP to Supplier.

7. Dust Free, LP has the right to inspect the Goods on or after their delivery date. Dust Free, LP may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. In the event that Goods are delivered to Dust Free, LP in defective condition and/or do not meet the specifications provided to the Supplier or any of the warranties set forth herein, Dust Free, LP shall have the right to choose from among the following remedies: (i) return said Goods to the Supplier at the Supplier's sole expense for repair or replacement (as elected by Dust Free, LP in its sole discretion); (ii) repair the defect itself at the Supplier's sole expense and deduct such repair costs from the original price for said Goods; (iii) rescind the Order in whole or in part; (iv) accept the Goods at a reasonably reduced price or (v) exercise any and all other remedies available to it at law or in equity. The repair of defective Goods and/or the delivery of replacement Goods must be completed within 14 days of written notification by Dust Free, LP to the Supplier, unless otherwise agreed to in writing by both parties.
8. In the event Dust Free, LP cannot make use of the Goods delivered due to one or more defects or due to a failure of the Goods to comply with the warranties herein, then, in addition to all other rights ascribed to it in these Terms, Dust Free, LP shall have the right to charge the Supplier (and the Supplier shall pay) 0.5% of the total price of the Order for the first week or portion thereof past the delivery date, and an additional 0.5% for each additional week or portion thereof past the delivery date. Said charges shall cease being levied against the Supplier, at the earlier of: (i) Dust Free, LP's full realization of the remedy selected pursuant to paragraph 6 or 7, above; or (ii) said charges reach, in total, 5% of the total price of the Order. In the event that the Order is cancelled due to defective Goods, Dust Free, LP shall have the right to charge up to 5% of the total price of the Order, in addition to any and all other rights and/or remedies available to it in these Terms or at law or in equity.
9. Supplier confirms the origin of the Goods (and shall include such information with the delivery of the Goods or as otherwise reasonably requested by Dust Free, LP), and, unless otherwise specified in writing, warrants that the Goods: (i) are free from any defects in workmanship, material and design, (ii) are merchantable and fit for their intended purposes, (iii) are free and clear of all liens, security interests or other encumbrances, (iv) conform to applicable specifications, drawings, designs, samples and other requirements specified by Dust Free, LP and (v) do not infringe or misappropriate any third party's intellectual property rights. of sufficient quality for their reasonable and/or intended use The warranties set forth in the foregoing subparts (i), (ii) and (iv) shall run for a period of 1 year or the stated original manufacturer's warranty (whichever is longer), running from the later of the date of Dust Free, LP's acceptance of the Goods, or, when applicable, the date of Dust Free, LP's acceptance of repaired or replaced Goods. Supplier shall assign any and all original manufacturer's warranties applicable to the Goods to Dust Free, LP and shall fully cooperate and assist Dust Free, LP with making claims under such warranties. The warranties herein are cumulative and in addition to any other warranty provided by law or equity and survive any delivery, inspection, acceptance or payment of or for the Goods by Dust Free, LP. Supplier hereby authorizes Dust Free, LP to assign these warranties to Dust Free, LP's customers purchasing products or services that incorporate or include any Goods.

10. All Supplier exceptions to these Terms and Conditions, if any, shall be made in writing at the time of confirmation. Dust Free, LP shall have the right to accept or reject any such exception in its sole discretion, which Dust Free, LP hereby rejects unless otherwise set forth in a writing executed by a duly authorized officer of Dust Free, LP specifically referencing this paragraph.
11. Supplier and/or the suppliers insurance carrier shall indemnify, defend and hold harmless Dust Free, LP, its direct and indirect owners, subsidiaries and affiliates and each of their respective directors, officers, agents, employees and representatives (collectively, "Indemnitees") from and against any and all claims, damages, losses, liabilities, actions, judgments, penalties, fines and expenses (including, without limitation, reasonable attorneys' fees) arising out of or occurring in connection with the Goods purchased from Supplier or Supplier's negligence, willful misconduct or breach of these Terms; provided, however, that Supplier shall not be responsible to the extent any of the foregoing is caused by the gross negligence or willful misconduct of Dust Free, LP as determined by a court of competent jurisdiction. Supplier shall not enter into any settlement without the applicable Indemnitee's prior written consent. All Indemnitees are designated as third-party beneficiaries of this paragraph. Supplier shall at all times comply with all applicable laws. During the effectiveness of these Terms and any warranty hereunder, Supplier shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$5,000,000 in the aggregate with financially sound and reputable insurers. Upon Dust Free LP's request, Supplier shall provide Dust Free, LP with a certificate of insurance from Supplier's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Dust Free, LP as an additional insured. Supplier shall provide Dust Free, LP with 30 days' advance written notice in the event of a cancellation or material change in Supplier's insurance policy. Except where prohibited by law, Supplier shall require its insurer to waive all rights of subrogation against Supplier's insurers and Supplier.
12. No waiver by Dust Free, LP of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by Dust Free, LP. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
13. All non-public, confidential or proprietary information of Dust Free, LP, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Dust Free, LP to Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with these Terms is confidential, solely for the purpose of performing under these Terms and may not be disclosed or copied unless authorized in advance by Dust Free, LP in writing. Upon Dust Free, LP's request, Supplier shall promptly return all documents and other materials received from Dust Free, LP. Dust Free, LP shall be entitled to injunctive relief for any violation of this paragraph.
14. Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under these Terms or an Order without the prior written consent of Dust Free, LP. Any purported assignment or delegation in violation of this paragraph shall be null and void. No assignment or delegation shall relieve Supplier of any of its obligations hereunder. The relationship between the parties is that of independent contractors. All matters arising out of or relating to these Terms or an Order are governed by and construed in accordance with the internal laws of the State of Texas (without regard to its conflicts of laws rules). Any suit, action or proceeding arising out of or relating to these terms or an Order shall be instituted in the federal or state courts located in Dallas, Texas and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. If any term or provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.