



1077 HWY 3185
Thibodaux, LA 70301
985-448-0970
www.sealevelinc.com

SEALEVEL CONSTRUCTION STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. **Complete Agreement** - Supplier's acceptance of this Purchase Order is confirmed by Sealevel receipt of a fully executed copy of this agreement or by Supplier's delivery of goods or services associated herewith. Acceptance of this Purchase Order shall create a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order. No change or modification to these Terms and Conditions is valid unless approved in writing by an officer of Sealevel. Revisions to scope, delivery instructions and/or price may be issued by an authorized representative of Sealevel.
2. **Application of Sales Tax**
 - A. Supplier shall omit sales tax from invoices. Sealevel to provide a tax relief document.
 - B. Supplier is instructed to add tax to invoices subject to this Purchase Order.
3. **Risk of loss and Destruction/Damage of Goods** - Supplier assumes all risk of loss of, or damage to goods prior to receipt by Sealevel at the location specified herein. Receipt of goods shall be confirmed by signature of an authorized Sealevel site representative. Receipt signature shall not imply inspection or satisfactory fulfillment of requirements set forth herein.
4. **Price; Payment** - The price set forth in the Order is hereinafter referred to as the "Price." Payment will be made by Contractor to Vendor within the payment terms set forth in the Purchase Order. Calculation of the payment due date shall commence on the later of the invoice date or the receipt date of the Product at the delivery point specified in the Purchase Order. At Contractor's sole discretion, Contractor may delay payment beyond the payment terms specified in the Purchase Order until Contractor has received payment from the Owner for the goods or services provided by Vendor.
5. **Warranty** - Supplier warrants that the goods conform to the specifications contained herein, are fit for the purposes for which such goods are used and are free from defects in workmanship and materials. Services provided under the Purchase Order shall be performed skillfully and in a workmanlike manner.
6. **Intellectual Property Infringement** - The Supplier warrants that the use or supply to Sealevel of goods associated with this Purchase Order does not infringe upon any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold Sealevel harmless from any actions or claims brought against Sealevel pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods associated with this Purchase Order.
7. **Rights of Sealevel** - If Supplier fails to fulfill its obligations under the terms and conditions of this Purchase Order, including, but not limited to, failure to deliver or provide all or any part of the goods

or services of the quality and/or within the time specified herein, Sealevel may, after giving Supplier reasonable notice and without prejudice to any other rights or remedies, refuse to accept delivery of all or part of the goods or services, procure all or part of the goods or services from other sources and/or cancel this Purchase Order without liability, other than payment for goods and/or services provided as specified prior to date of cancellation.

8. **INDEMNITY/HOLD HARMLESS** - TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUPPLIER AGREES TO INDEMNIFY, DEFEND AND HOLD SEALEVEL, ITS AFFILIATES, AGENTS, EMPLOYEES AND OFFICERS, AS WELL AS ANYONE INDEMNIFIED BY SEALEVEL, HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, OR LIABILITIES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY, DAMAGE TO PROPERTY, OR THIRD PARTY LOSS OR DAMAGE, ARISING OUT OF OR OCCASIONED BY SUPPLIER'S PERFORMANCE AND/OR BREACH OF ANY OF ITS OBLIGATIONS UNDER THIS PURCHASE ORDER. THIS ARTICLE SHALL BE CONSTRUED TO CONFORM TO ANY APPLICABLE LEGAL LIMITATIONS THAT WOULD OTHERWISE RENDER THESE OBLIGATIONS OF INDEMNITY AND DEFENSE UNENFORCEABLE.
9. **Insurance** - Supplier shall maintain insurance as provided in EXHIBIT A. A certificate evidencing such insurance coverage shall be provided to Sealevel prior to the supply of goods or services. Maintenance of the insurance required herein shall not affect Supplier's obligations to indemnify Sealevel and the limits of such insurance shall not constitute a limitation of Supplier's liability in regards thereto.
10. **Venue** - Any suit arising out of or relating to this Purchase Order shall be brought exclusively in a court of competent jurisdiction in Lafourche Parish, Louisiana, or, if federal subject-matter jurisdiction exists, in the United States District Court for the Eastern District of Louisiana.

EXHIBIT A

Throughout its performance of its obligations under this Purchase Order, Supplier shall maintain the types and limits of insurance indicated below, and shall provide standard, ACORD form insurance certificates providing thirty (30) days cancellation notice to Sealevel as certificate holder, evidencing that the said insurance is in effect. All policies shall be primary and non-contributory to any insurance in place by Sealevel. Supplier's failure to provide an insurance certificate evidencing all of the required coverages, whether or not accepted by Sealevel, shall not constitute a waiver of Supplier's obligations to maintain all of the insurance specified below. Failure to provide insurance certificates as required shall suspend Sealevel's obligations to make payment.

All Suppliers shall maintain the following:

1. General liability insurance with limits not less than \$1,000,000 per occurrence, \$1,000,000 personal and advertising injury, \$2,000,000 products – completed operations aggregate, and \$2,000,000 general aggregate; limits are required to apply on a per project basis.
2. Auto liability with a combined single limit of \$1,000,000 per accident naming Sealevel as an additional insured.

If Supplier is transporting Sealevel property or providing services other than mere delivery of goods to Sealevel directly at its yard, or delivering goods directly to a jobsite, Supplier shall also maintain:

3. Coverage for Sealevel as an additional insured under Supplier's general liability insurance, including any and all claims arising out of Supplier's ongoing and/or completed operations.
4. Workers' compensation insurance as required by law and employers' liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit. Supplier waives any right to collect amounts paid by its workers' compensation and/or employers' liability insurance from Sealevel, its agents or employees, and Supplier shall have its policies endorsed to reflect this waiver of Supplier's subrogation rights.
5. Excess liability insurance, following form to all other insurance coverage required of Supplier, with limits not less than \$5,000,000 per occurrence.

If Supplier is providing services (1) in, on, or above navigable waters, or (2) on any adjoining pier, wharf, dry dock, terminal, building way, marine railway, or other adjoining area customarily used for loading, unloading, repairing or building a vessel, Supplier's worker's compensation carrier shall be authorized to write insurance under the Longshoremen's and Harbor Workers' Compensation Act by the Department of Labor, Office of Workers' Compensation Programs (<http://www.dol.gov/owcp/dlhwc/lscarrier.htm>), and Supplier shall also maintain:

6. EITHER (A) all of the following workers' compensation endorsements:
 - USL&H endorsement form WC 00 01 06 A or equivalent;

- maritime endorsement forms WC 00 02 01 A with limits not less than \$1,000,000 per occurrence and WC 00 02 03 with limits based on limits of U.S. Longshore & Harbor Workers Compensation Act or equivalent; and
- alternate employer endorsement naming Sealevel as alternate employer;

OR (B) maritime employers' liability insurance covering officers, crew, employees, divers and tenders, and naming Sealevel as alternate employer, with limits not less than \$1,000,000 each accident or illness.

7. Protection & indemnity insurance with a combined single limit of \$1,000,000 including marine contractual liability coverage, in rem coverage, coverage for crew, coverage for divers, coverage for Sealevel as an additional assured, and endorsed or otherwise modified to remove both the "as owners of the vessel named herein" coverage limitation and the "other than a shipowner" limitation.

8. Marine excess or bumbershoot insurance, following form to all other insurance coverage required of Supplier, with limits not less than \$5,000,000 per occurrence.