

PURCHASE ORDER TERMS AND CONDITIONS

1. General:

All sales are expressly conditioned on Seller's agreement to these standard Purchase Order Terms and Conditions. Any of the terms and conditions of Seller's Quote or Proposal which are inconsistent with or in addition to the terms and conditions hereof shall not be binding on HHSI and shall not be considered applicable to the sale or shipment of the goods referred to in the purchase order. Acceptance of these terms and conditions will be indicated by Seller's signature below. IN THE EVENT THAT SELLER DOES NOT RETURN A SIGNED COPY OF THESE TERMS AND CONDITIONS, THE SALE OR SHIPMENT BY SELLER OF THE GOODS COVERED BY THE PURCHASE ORDER SHALL BE CONCLUSIVELY DEEMED AN ACCEPTANCE OF THE PURCHASE ORDER AND THESE TERMS AND CONDITIONS.

2. Warranties:

Seller warrants and guarantees that the goods shall be free from defects in workmanship and material and will conform to the requirements of the Contract Documents. In addition, Seller warrants and guarantees the goods to the full extent provided for in the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the goods, Seller shall, at its expense and within such time as directed by HHSI, make good any faulty, defective, nonconforming or improper parts of the goods discovered within one year from the date of acceptance of the goods by HHSI, HHSI's Customer or the Prime Contractor or within such longer period as may be provided in the Contract Documents.

3. Counterfeit Parts Prevention:

Suppliers shall ensure that all materials, components, and products provided under this purchase order are new, authentic, and fully traceable to the original manufacturer. The use, incorporation, or delivery of counterfeit, suspect counterfeit, or unauthorized parts is strictly prohibited. The supplier shall implement appropriate policies, procedures, and verification processes within its supply chain to prevent the introduction of counterfeit materials, including procurement only from authorized or approved sources where applicable. If counterfeit or suspect counterfeit parts are identified, the supplier must immediately notify the buyer, remove the items at the supplier's expense, and replace them with compliant materials. The supplier shall be responsible for all costs, damages, and corrective actions resulting from the delivery or use of counterfeit or suspect counterfeit products.

4. Delivery, Title and Risk of Loss:

Time is of the essence in the performance of this Purchase Order. All goods shall be delivered at such times and in such a manner so as to maintain the performance schedule as set forth in the Contract Documents or the schedule set forth by HHSI and all subsequent changes thereto.

Extensions of time. Should Seller be delayed in the commencement, prosecution, or completion of the goods by the fault or neglect of HHSI, HHSI's Customer, or the Prime Contractor, Seller may be entitled to an extension of time, as determined at the sole discretion of HHSI. In no event shall Seller be entitled to compensation or damages for any delay in the commencement, fabrication, or delivery of the goods under this Purchase Order except to the extent that HHSI shall actually receive compensation or damages from HHSI's Customer, the Prime Contractor, or other third-party responsible therefore. HHSI

has no affirmative duty to pursue a claim for any such compensation or damages against HHSI's Customer, the Prime Contractor or other third-parties.

Unless otherwise specified by HHSI, title and risk of loss will pass to HHSI upon delivery and unloading (by Seller) at the location set forth on the Purchase Order. Each shipment or delivery shall be considered a separate and independent transaction. Risk of loss or damage passes to HHSI after delivery and unloading (by Seller).

5. Excusable Delays:

Seller will notify HHSI promptly of any material delay and will specify the revised delivery date as soon as practicable. Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform as a result of acts of God, fire, acts of civil or military authority, governmental priorities, strikes or other disturbances, floods, epidemics, war, or riots. Otherwise, Seller will be responsible for any and all damages, both direct and consequential, to HHSI arising from unexcused delay in performance, manufacture or delivery of the goods.

6. Adherence to Contract Documents:

The Seller shall perform its work in strict accordance with the Contract Documents and in such manner that HHSI may fulfill its obligations to HHSI's Customer and/or the Prime Contractor. With respect to the goods to be delivered by the Seller hereunder, the Seller agrees to be bound to HHSI by each and all of the provisions of the Prime Contract and to assume toward HHSI all of the duties, obligations and responsibilities that HHSI by the Prime Contract assumes toward HHSI's Customer or the Prime Contractor. The Seller further agrees that HHSI shall have the same rights and remedies against the Seller that HHSI's Customer or the Prime Contractor has against HHSI under the terms and provisions of the Prime Contract.

Seller shall be bound by the determinations of HHSI's Customer or the Prime Contractor as to the construction and meaning of the Contract Documents and the acceptability of any portion of the goods to the same extent that HHSI is bound thereby under the terms of the Prime Contract.

Any provisions set forth in the Prime Contract that are required to be in the Purchase Order or these Terms and Conditions, whether or not expressly set forth in the Purchase Order or these Terms and Conditions, are incorporated herein and deemed to be a part of this Purchase Order and these Terms and Conditions.

The Purchase Order, these Terms and Conditions, the Prime Contract and other Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. However, if any provision of the Purchase Order or these Terms and Conditions irreconcilably conflicts with a provision of the Prime Contract or other Contract Document, the provision imposing the higher obligation on Seller shall govern.

7. Payments:

HHSI shall pay Seller according to the terms stated in the Purchase Order.

Upon delivery of each part of the goods described in the paragraph above, Seller shall submit an invoice to HHSI. Invoices must be made on an appropriate form, and no progress payment will be made unless that form is properly completed. HHSI shall then pay Seller within the 7 days of the day HHSI receives Seller's invoice, subject to HHSI's receipt of payment from its customer.

It is specifically understood and agreed that all of HHSI's payments to Seller, including the final payment, are dependent upon, as a condition precedent, HHSI having received payment for Seller's goods, including retainage, from HHSI's Customer or the Prime Contractor. It is specifically intended by this Agreement to shift the risk of nonpayment (whether by HHSI's Customer or the Prime Contractor) for the Seller's goods to the Seller.

The final payment including retainage shall be made upon the Seller having furnished all required documentation, and acceptance of the goods by HHSI's Customer and/or the Prime Contractor.

The Seller shall, with each invoice, submit partial waivers of lien and affidavits of payment showing all payments made by Seller for labor and materials for the goods covered in the current invoice, and releases from all vendors used by Seller in connection with manufacturing or delivering the goods. Submission of affidavits of payment, partial and final waivers of lien, and releases from vendors is an express condition precedent to the Seller's right to receive payments and they shall be submitted by the Seller and vendors used by the Seller. The Seller shall also execute and deliver a general release in favor of HHSI, HHSI's Customer, and the Prime Contractor, and all product and equipment warranties as an express condition to receipt of final payment. Acceptance of final payment by the Seller constitutes a general release of HHSI and HHSI's surety from all claims and liability of whatever nature.

Seller shall, as often as required by HHSI, HHSI's Customer, or the Prime Contractor, furnish a sworn statement showing all parties who furnish labor or materials to the Seller, with their names and addresses and the amount due or to become due to each.

At its option, HHSI may pay any prospective lienors directly, or by joint check payable to the Seller and prospective lienor.

Payments made to the Seller shall not be evidence of the satisfactory performance of the Purchase Order, and no payment shall be construed as an acceptance or evidence of acceptance of defective goods. Payments received by Seller from HHSI shall not be used to satisfy or secure any indebtedness other than one owed by the Seller to a person or entity furnishing labor or materials for use in performing the Seller's work under this Purchase Order.

Seller shall protect and hold harmless HHSI, HHSI's Customer, and the Prime Contractor from any liens, claims, security interests or encumbrances growing out of and resulting from work performed pursuant to this Purchase Order. Should a claim of lien be filed as a result of the Seller's failure to pay for materials or labor furnished in connection with this Purchase Order, then HHSI may declare the Seller to be in default and all expenses incurred, including compensation for additional managerial, legal and administrative services, shall be reimbursed to HHSI by the Seller for HHSI's effort in satisfying or extinguishing the lien. Without limiting other rights and remedies, HHSI reserves the right to withhold an amount sufficient: (a) to defend, satisfy and discharge any asserted or probable claim or lien or (b) to remedy any other default by Seller hereunder.

8. Default and Termination:

Should the Seller be adjudged a bankrupt, or make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or should the Seller at any time fail in any respect to prosecute the work with the promptness and diligence in keeping with the then existing performance schedule, or allow a lien to be filed against the project, or cause by any action the stoppage or interference of the work of other contractors on the job, or fail in the opinion of HHSI in the

performance of any of the agreements contained herein, or fail to comply with any order given to it by HHSI in accordance with the provisions of the Purchase Order, or otherwise deliver non-conforming goods to HHSI, HHSI shall, after 24-hours written notice to that effect, be entitled to remedy the default by whatever means HHSI may deem necessary or appropriate including, without limitation, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others and deducting the cost thereof from any monies due or to become due to Seller hereunder; or HHSI at its option, at any time, may terminate this Agreement after 24-hours written notice to that effect.

9. Insurance:

Seller shall obtain and keep in force at all times during the term of the Purchase Order the insurance as set forth in Exhibit "A," unless otherwise agreed in writing by HHSI.

10. Changes in Scope:

HHSI, without invalidating the Purchase Order, or any surety bond provided hereto, may order changes in the work within the general scope of the Purchase Order consisting of additions, deletions, or other revisions. When additions, deletions or other revisions are made, the Purchase Order price and the Delivery Date shall be adjusted accordingly. No such additions, deletions or revisions shall be made to any portion of performance of the Purchase Order unless and until approval is obtained in writing and the necessary change order issued prior to commencement of such changes or additions. NO VERBAL AUTHORIZATIONS OR AGREEMENTS WILL BE RECOGNIZED. IN NO EVENT SHALL SELLER PROCEED WITH CHANGED OR EXTRA WORK WITHOUT A CONTRACT AMENDMENT OR A WRITTEN ORDER FOR EXTRA WORK. HHSI SHALL NOT BE LIABLE FOR ADDITIONAL COSTS INCURRED OR DELAYS ENCOUNTERED IN THE PERFORMANCE OF SUCH WORK WITHOUT SUCH WRITTEN ORDER.

If changes in the work are required within the General Scope of the Purchase Order consisting of additions, deletions or other revisions, the Seller will not charge HHSI more than 10% for overhead and profit above cost of the additional work.

11. Disputes:

Any and all claims or disputes arising from this Purchase Order shall be resolved through binding arbitration before a single arbitrator pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement shall be enforced and interpreted in accordance with the Laws of the State of Florida. As a condition precedent to arbitration, the parties are required to submit any dispute arising from the Agreement to non-binding mediation under the then current mediation rules of the American Arbitration Association. In the absence of mutual agreement as to locale for mediation or arbitration, any mediation or arbitration will take place in Tampa, Florida. The prevailing party in any legal proceeding related to or arising out of this Agreement shall be entitled to recover all costs of its claim or defense including consultant's fees, expert witness fees, paralegal's fees, court costs and a reasonable fee for its attorney both at the trial and appellate levels.

12. Assignment:

This Agreement shall not be assigned by the Seller without the prior written consent of the HHSI, and shall not be modified except in a writing signed by both parties.

13. Indemnification:

To the fullest extent permitted by law, the Seller shall defend, indemnify and hold harmless HHSI and its surety, and all of the entities that HHSI is required to defend and indemnify pursuant to the Prime Contract (collectively, the "Indemnitees"), to the same extent and under the same conditions that HHSI is obligated to defend, indemnify and hold harmless HHSI's Customer or the Prime Contractor pursuant to the Prime Contract.

In the absence of an indemnity provision in the Prime Contract, the Seller shall defend, indemnify, and hold harmless HHSI and its surety, and any other Indemnitees, from and against all claims or causes of action, damages, losses, judgments, and expenses, including attorneys' fees and legal expenses (collectively, "Claims"), to the extent arising out of or occurring in connection with: (1) the failure of Seller to timely or fully perform any obligation of this Purchase Order; or (2) any injury, loss, damage or death to any person or persons and any destruction of or damage to property resulting from the acts or omissions of Seller, or anyone for whose acts Seller may be liable, in connection with this Purchase Order. Seller's duty to indemnify shall arise whether the Claim is caused in part by the active or passive negligence or other fault of HHSI or any other Indemnitee, provided, however, that Seller's duty hereunder shall not arise to the extent that any such Claim was caused by the sole negligence of HHSI or any other Indemnitee.

For projects located in the State of Florida only: To the extent that this indemnification provision is construed to require Seller to indemnify the Indemnitees for damages caused in whole or in part by any act, omission, or default of the Indemnitees, then indemnification for damages caused in whole or in part by any act, omission or default of the Indemnitees, on a per occurrence basis, is limited to the greater of either twice the Contract Sum set forth in the Purchase Order or \$1 million. The parties expressly agree that the monetary limitation set forth herein bears a reasonable commercial relationship to the Purchase Order. Regardless, the Seller's obligation to indemnify for damages caused by any act, omission, or default of the Seller or anyone for whose acts Seller may be liable, in connection with this Purchase Order, shall remain unlimited.

14. Severability and Waiver:

The partial or complete invalidity of any one or more provisions of this Purchase Order shall not affect the validity or continuing force and effect of any other provision. The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Purchase Order, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

15. Compliance:

Seller shall comply with all statutes, ordinances, building codes, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the work or the performance thereof, including, but not limited to, those relating to safety, hazardous communication standards, environmental laws, wages, discrimination and equal employment opportunity. Seller shall promptly correct any conditions violating such statutes, ordinances, rules, regulations or orders committed by Seller or its privies; and, Seller shall receive and respond to, and shall defend, indemnify and save harmless HHSI, HHSI's Customer, the Prime Contractor, and their respective privies from and against any loss, liability or expense, including attorney's fees, arising from any violations, citations, assessments, fines or penalties or other noncompliance resulting therefrom.

16. Termination for Convenience:

If HHSI's Customer or the Prime Contractor terminates the Prime Contract, or stops the project for a reason other than the default of HHSI, HHSI may terminate the Purchase Order for the same reason, in which event Seller's rights and remedies (including the basis for compensation) shall be limited to the rights and remedies available to HHSI under the Prime Contract. In no event shall Seller be entitled to consequential damages or loss of profit on portions of the work not yet performed.