

Bridgewell Connect LLC

Terms and Conditions of Purchase

1. **DEFINITIONS.** Bridgewell Connect LLC is referred to below as "**Buyer**". The Vendor identified in the Purchase Order into which these Terms and Conditions are incorporated is referred to below as "**Seller**." These Terms and Conditions of Purchase are referred to below as these "**Terms and Conditions**." These Terms and Conditions and the Purchase Order into which they are incorporated are referred to collectively below as the "**Purchase Order**." The building materials to be purchased by Buyer under the Purchase Order are referred to below as the "**Goods**."
2. **ENTIRE CONTRACT.** Unless a separate written agreement is signed by both parties, the entire contract between Buyer and Seller is contained in the Purchase Order, except such other terms as may be specifically incorporated in the Purchase Order by reference. No alleged oral promises or conditions not set forth in the Purchase Order shall be binding upon Buyer or Seller, and any prior negotiations between the parties are merged into the Purchase Order.
3. **ACCEPTANCE.** ANY ADDITIONAL OR DIFFERENT TERM OR CONDITION STATED BY SELLER IN ANY ACKNOWLEDGEMENT FORM, OR IN OTHERWISE ACKNOWLEDGING OR ACCEPTING THE PURCHASE ORDER, IS DEEMED BY BUYER TO BE A MATERIAL ALTERATION OF THE PURCHASE ORDER AND IS HEREBY OBJECTED TO BY BUYER UNLESS SPECIFICALLY ACCEPTED BY BUYER IN WRITING. BUYER'S ACCEPTANCE OF THE GOODS WILL NOT CONSTITUTE ACCEPTANCE BY BUYER OF ANY SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS NOT SPECIFICALLY ACCEPTED BY BUYER IN WRITING.
4. **INSPECTION.**
 - a. Final acceptance or rejection of the Goods shall be made as promptly as reasonably practical after delivery to the ultimate destination, except as otherwise provided in the Purchase Order, but failure to inspect and accept or reject the Goods or any part thereof, or failure to detect defects by inspection, shall neither relieve Seller from responsibility for such of the Goods as are not in accordance with the requirements of the Purchase Order nor impose liabilities on Buyer therefor.
 - b. If any inspection or test is made on the premises of Seller or its supplier, Seller without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.
5. **WARRANTIES.**
 - a. Seller warrants that all goods sold hereunder or pursuant hereto shall conform to the specifications set forth in the Purchase Order and be free from defects, liens and patent infringements.
 - b. Seller warrants and represents that all of the Goods will be of merchantable quality, free from all defects in design, workmanship and materials, and will be fit for the particular purposes for which they are purchased and that the goods shall be provided in strict accordance with the specifications samples, drawings, designs or other requirements (including performance specifications) approved or adopted by Buyer.
 - c. Any attempt by Seller to limit, disclaim, or restrict any warranties or remedies of Buyer, by acknowledgement or otherwise in accepting or performing the Purchase Order shall be null, void and ineffective without Buyer's written consent.

6. **CANCELLATION.** The Purchase Order can be cancelled or rescinded only by a writing signed by both of the parties, except as otherwise expressly provided in these Terms and Conditions. In the event of U.S. or foreign government intervention, trade restrictions and/or quotas which may delay or prevent delivery of the Goods or any part thereof, Buyer, at Buyer's option, may cancel the unshipped balance of the Goods without liability. In the event any of the Goods shall become subject to any governmental fees or duties not presently in effect, or to any increase in any existing fee or duty, including any antidumping duty or countervailing duty, Buyer, at Buyer's option, may cancel the unshipped balance of the Goods without liability.
7. **DEFAULT.** Time is of the essence. The Goods are to be shipped within the shipping period stipulated in the Purchase Order or as otherwise specified and agreed to by Buyer in writing. In the event Seller fails to make shipment strictly in accordance with the delivery terms of the Purchase Order, Buyer, at Buyer's option, may cancel the unshipped balance of the Goods without liability, and pursue any and all remedies at law or in equity for breach of contract against Seller.
8. **INDEMNIFICATION.** Seller agrees to defend, indemnify and hold harmless Buyer from all claims, losses, damages (including but not limited to any damages resulting from mold that may be present on the Goods), costs and legal fees of any nature whatsoever, including but not limited to consequential or incidental damages, arising out of or related to the acts or omissions, including but not limited to negligence, of Seller, its agents, employees, subcontractors, or any other persons directly or indirectly acting on behalf of them. In connection with damage to property of Buyer or its customer(s), Seller agrees to maintain insurance coverage for property in Seller's care, custody or control.
9. **EXTRA CHARGES.** No extra charges of any kind will be allowed for Buyer's account unless specifically agreed to by Buyer in writing.
10. **EQUAL EMPLOYMENT OPPORTUNITY.** By entering into the Purchase Order the parties agree, to the extent applicable, to comply with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the Vocational Rehabilitation Act of 1973, which are incorporated herein by this reference.
11. **INSOLVENCY.** If Seller ceases to conduct its operation in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller, Buyer may terminate the Purchase Order without liability.
12. **MODIFICATION.** The Purchase Order can be modified only in writing signed by both of the parties, except as otherwise expressly provided in these Terms and Conditions.
13. **SET-OFF.** Buyer shall be entitled at all times to set off any amount owing at any time from Seller to Buyer or any of Buyer's affiliated companies against any amount payable at any time by Buyer in connection with the Purchase Order.
14. **WAIVER.** No waiver of the breach of any provision of the Purchase Order shall be deemed a waiver of any succeeding breach or shall such waiver be deemed to be a modification of the terms hereof.

15. **ARBITRATION.** Any controversy or claim arising out of, or relating to the Purchase Order, or any breach thereof, shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. The parties hereby agree any arbitration proceedings shall be conducted in Birmingham, Alabama U.S.A. with a single arbitrator. In connection with any arbitration proceeding, each party shall pay (a) one-half of the arbitrator's fees and any administrative charges associated with the proceeding, and (b) all of its own attorney and other professional fees and costs.
16. **GENERAL.** The rights and obligations of the parties under the Purchase Order shall be governed by the laws of the State of Alabama, U.S.A. in effect as of the date of the Purchase Order, including without limitation the provisions of the Alabama Uniform Commercial Code, but without regard to conflicts of law principles. The 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not apply to the Purchase Order. If any provision of the Purchase Order is determined by any court or arbitrator to be unenforceable, the provision shall be deleted, and the balance of the Purchase Order shall be binding upon the parties. Any agreement signed and sent by facsimile shall be treated as a binding original.