

## **Terms and Conditions Governing Site Access**

These Terms and Conditions Governing Site Access (“Terms and Conditions”) are incorporated into and are material terms of the contract between Lochridge-Priest, Inc. (the “Company”) and every supplier or other vendor (collectively referenced as “Vendor” herein) whose employees or agents will be present at either a project site at which the Company performs work or at another location at which the Company’s personnel will also be present (collectively, a “Job Site”). So long as the Purchase Order is not cancelled, the Company shall grant Vendor reasonable access to the portion of the Job Site necessary for Vendor to properly fulfill the Purchase Order. Vendor shall limit its presence at the Job Site to such area unless otherwise authorized by the owner or operator of the Job Site.

1. Term. Except for obligations stated in Section 3 below, the term of these Terms and Conditions shall extend until 11:59 p.m. on the last day an employee, agent or subcontractor of Vendor is present at the Job Site in connection with the Purchase Order. The Company’s and Vendor’s obligations stated in Section 3 shall continue thereafter.

2. Price Not Changed. The fee that the Company shall pay to Vendor, if any, in return for Vendor’s goods and/or services is stated in the Purchase Order and is not modified by this document.

3. INDEMNIFICATION.

(a) VENDOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ALL OF THE COMPANY’S PARTNERS, OFFICERS, OWNERS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS AND OTHER AGENTS (THE “COMPANY INDEMNIFIED PARTIES”) FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, EXPENSES (INCLUDING ANY LITIGATION EXPENSES) AND REASONABLE ATTORNEYS’ FEES THAT ARISE OUT OF VENDOR’S NEGLIGENCE OR BREACH OF AN OBLIGATION UNDER THE PURCHASE ORDER OR THESE TERMS AND CONDITIONS.

(b) THE COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS VENDOR AND ALL OF VENDOR’S PARTNERS, OFFICERS, OWNERS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS AND OTHER AGENTS (THE “VENDOR INDEMNIFIED PARTIES”) FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, EXPENSES (INCLUDING ANY LITIGATION EXPENSES) AND REASONABLE ATTORNEYS’ FEES THAT ARISE OUT OF THE COMPANY’S’S NEGLIGENCE OR BREACH OF AN OBLIGATION UNDER THE PURCHASE ORDER OR THESE TERMS AND CONDITIONS.

(c) The indemnification obligations stated in this Section 6 shall not be limited by any limitation or bar under the Texas Workers’ Compensation Act or other employee benefit acts (1) in instances involving claims against any of the Company Indemnified Parties by an employee of Vendor or one of Vendor’s Agents or (2) except for claims asserted by an Agent of Vendor, in instances involving claims against any of the Vendor Indemnified Parties by an employee of the Company or one of the Company’s Agents.

4. Additional Agreements. Vendor represents and warrants that:

a. Vendor is familiar with and will comply with all applicable laws, regulations and rules (collectively, “Laws”) applicable to the Purchase Order and Vendor’s actions related thereto;

- b. Vendor's employees, agents and subcontractors (collectively, "Agents") present at the Job Site shall at all times act in a safe and workmanlike manner and take reasonable precautions to protect the safety of other persons and property;
- c. Before any of Vendor's Agents are present at the Job Site, Vendor shall obtain all permits, licenses, certificates and approvals necessary to fulfill the Purchase Order in compliance with applicable Laws;
- d. (1) Before Vendor begins performing any services at issue in the Purchase Order, Vendor shall inspect the surface and subsurface areas where the services shall be performed and make its own independent assessment that such areas are suitable for performance of the services and (2) Vendor recognizes that the Company makes no warranty regarding the suitability of such areas;
- e. Vendor shall be solely responsible for and shall pay all of its Agents involved in the Purchase Order and applicable taxes and benefits related to their work such that neither the Company nor the Job Site will be subject to any claims, liens, or encumbrances; and
- f. Vendor shall at all times keep its work areas clear of debris, trash, rubbish and surplus materials associated with Vendor's services or delivery or installation of goods.

5. Independent Contractor. The relationship of Vendor to the Company in connection with the Purchase Order and these Terms and Conditions is solely that of an independent contractor of the Company. Vendor has no authority to act on behalf of the Company or to bind the Company to any obligation.

6. Miscellaneous Agreements. With respect to the subject matter addressed herein, this document and the Purchase Order state the entire agreement between the parties and supersede any prior written or oral agreement or representations. These Terms and Conditions may only be modified, amended or waived by an agreement in writing signed by each of the parties. A waiver of a party's right or duty in one particular instance shall not constitute a waiver of a party's future rights or obligations. These Terms and Conditions shall be binding upon the Company's and Vendor's successors and assigns. Texas law shall govern the enforcement and interpretation of these Terms and Conditions.