

BRIDGEWELL RESOURCES LLC-

Crane Mats -General Terms and Conditions

- 1 **ENTIRE CONTRACT.** These General Terms and Conditions (Crane Mats) (these "Terms and Conditions") are incorporated into all sales transactions, whether placed by phone, email, purchase order, or confirmed by sales order, between Bridgewell Resources LLC's and its subsidiaries' ("Seller") for sales to its Crane Mat customers ("Buyer"). Unless a separate written agreement is signed by both parties, the entire contract between Buyer and Seller is contained in the sales order issued by Seller ("Order"), including terms specifically incorporated into the Order by reference. Any prior discussions and negotiations between the parties are superseded by the terms of the Order. The Order may only be modified in writing signed by both parties. Buyer agrees that the terms contained in this Order constitute the sole and exclusive agreement between Seller and Buyer. Seller's performance under the Order does not constitute an acceptance of provisions of any purchase order that are different from or additional to the terms of the Order, and such different or additional provisions are expressly rejected and are void. The goods to be purchased by Buyer under the Order are referred to below as the "Goods."
- 2 **LIMITATION OF WARRANTY/LIMITATION OF LIABILITY.** Seller warrants that the Goods delivered shall conform to the description and quantity specified in the Order. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE DESCRIPTION OF THE GOODS IN THE ORDER. SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Buyer acknowledges that Seller is not the manufacturer of the Goods. However, Seller will pass through any available and assignable manufacturer's warranty. Under no circumstances shall Seller be liable to Buyer for consequential, liquidated, or incidental damages of any kind or nature regardless of how such damages arise. Seller's liability shall not exceed the price paid by Buyer to Seller for the Goods giving rise to such claim.
- 3 **REJECTION.** Any rejection of the Goods, claim of shortages, or claim of damaged material by Buyer shall not be effective unless it is made in writing and delivered to Seller within five (5) days of the Goods arrival at the destination specified in the Order. If such written notice is not received within such five (5) day period, Buyer shall be deemed to have waived any right to reject such Goods, or to claim shortages or make a claim for damaged material.
- 4 **TITLE/RISK OF LOSS.** If the Order freight terms are ("Origin") or ("Customer Pickup") sale, title and risk of loss pass to Buyer upon the delivery of the Goods to the first carrier, any term or condition in the Order to the contrary notwithstanding. If the Order freight terms are ("Delivered") the sale, title, and risk of loss shall pass to Buyer upon delivery at destination, any term or condition in the Order to the contrary notwithstanding. Freight collect indicates that freight charges are for the Buyer's account. Freight prepaid charges are for the Seller's account.
- 5 **DEFAULT.** If Buyer breaches or is otherwise in default under the Order or under any other contract between the parties hereto, Seller at its option may defer delivery of the Goods until the default is cured, or may treat the default as a repudiation by Buyer of the Order in its entirety, resell the Goods and hold Buyer liable for such direct damages as Seller may incur. For purposes of the Order, Buyer's insolvency shall be a default under the Order.
- 6 **FAILURE TO TAKE DELIVERY.** If Buyer fails to take delivery of the Goods or any part thereof, the Goods not delivered shall be held at Buyer's sole risk and at Buyer's sole cost and expense in all respects. Nevertheless, Seller, acting as Buyer's agent and at Buyer's expense, may thereafter store, insure and/or otherwise protect such Goods or may resell same for Buyer's account.
- 7 **CANCELLATION.** Except as otherwise expressly provided in the Order, the Order shall be cancelled only by mutual written consent of the parties. If Buyer is in default for failure to pay any previous invoice within credit terms at the expected date of shipment of the Goods or any part thereof, or if Seller has received any adverse credit information about Buyer, Seller may delay shipment and/or cancel the unshipped balance of the Goods without liability. If Seller is unable to deliver the Goods within 7 working days of the scheduled delivery date, for any reason other than due to a Force Majeure event, Buyer may cancel the undelivered Goods from the Order and take a credit for the purchase price for the Goods deleted from the Order.
- 8 **FORCE MAJEURE.** Seller shall be free from any liability for delay or failure in shipment arising from strikes, lockouts, labor troubles of any kind, accidents, perils of the sea, fire, earthquake, civil commotion, war or consequences of war, government acts, restrictions or requisitions, bankruptcy or insolvency of manufacturers or suppliers, suspension of shipping facilities, act or default of carrier or any other contingency beyond Seller's control affecting production, transportation to boarding point, loading, forwarding or unloading at destination of the Goods, including disturbances existing on the date of the Order.
- 9 **DISPUTE RESOLUTION.** Except as set forth herein, any claim that arises out of or relates to the Order, or to the interpretation or breach thereof, shall be brought solely in the state court in Washington County, Oregon. If it becomes necessary for Seller to pursue collection of any amounts due Seller related to the Order, Seller shall be entitled to its reasonable attorney fees, collection costs and expenses, whether or not an action is commenced. No action or inaction of Seller, shall be deemed a waiver of any provision of these Terms and Conditions.
- 10 **CREDIT APPROVAL.** All sales are subject to credit approval.
- 11 **GENERAL.** The rights and obligations of the parties under the Order shall be governed by the laws of the State of Oregon, U.S.A., including the provisions of the Oregon 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 Order. If any provision of the Order is determined by any court or arbitrator to be unenforceable, the provision shall be deleted, and the balance of the Order shall be binding upon the parties. Signatures sent electronically shall be treated as a binding original.
- 12 **EQUAL EMPLOYMENT OPPORTUNITY.** By entering into the 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.
- 13 **ASSUMPTION OF LIABILITY.** It is understood and agreed that Buyer assumes all risks and liabilities resulting from the use of the goods. Seller neither assumes nor authorizes any person to assume for Seller any of the liability in connection with the sale or use of the Goods.