

CONDITIONS: "BUYER" means Havard's Construction, LLC., its subsidiaries and affiliates.

"SELLER" means the person or entity whose name appears as SELLER on the face of this

Purchase Order ("PO"). "Work as used in this PO means any and all goods, services, equipment, materials, whether tangible or intangible, specifically or by reasonable inference required to be delivered or provided by SELLER under this PO.

PRECEDENCE: The terms, conditions and provisions of this PO are a principal consideration of BUYER and supersede and take precedence over any and all other terms, conditions or provisions of any other party, including SELLER. Each term, condition and provision of this PO is accepted by SELLER upon the earlier of: (1) the date of any performance by SELLER under or in anticipation of issuance of this PO; or (2) the date that SELLER executes this HO. No other or varying term, condition or provision proposed

by SELLER related to the Work shall be applicable, or construed as acceptable to BUYER. BUYER hereby gives notification of its objection to and rejection of any alterations,

additions, limitations or other modifications to this PO or any of its terms, conditions or provisions.

Receipt of any such differing terms, conditions or provisions, irrespective of

whether signed or accepted by BUYER, is immaterial and shall have no force or effect. Any technical data, specifications, drawings, designs, standards or the like attached to,

referenced in, inferred by, or incorporated in this PO are an integral part of this PO. No waiver of any right or remedy contrary to any of the above shall be effective unless

executed by a duly authorized executive officer of BUYER.

PAYMENT: Payment to SELLER shall be made as indicated on this PO or, if silent, SELLER shall be due payment 30 days after final acceptance by BUYER of the Work.

DELIVERY: Time is of the essence in completing and delivering all work under this PO, failure to timely fulfill any aspect of the work shall subject SELLER and entitle BUYER

to any and all rights and remedies available to BUYER, at law or in equity, including, but not limited to, rescission and/or for any and all damages, including consequential

damages and terminate this PO for cause in accordance with the terms set forth below. SELLER is entirely responsible for the packing and marking of the work, and insuring

that it is delivered at the time and destination agreed to by the parties in this PO. All costs and risks of transportation of the Work are for SELLER'S account, unless otherwise

specified on the face of this PO.

LIQUIDATED DAMAGES: If the SELLER fails to deliver Work in accordance with the delivery schedule due to reasons that are not Force Majeure and are attributable to the

SELLER, the BUYER shall be entitled to receive liquidated damages (which are agreed to be a reasonable pre-estimate of damages and not a penalty) of one percent (1 %) of

Contract Price per each period of seven (7) consecutive days of delay. These liquidated damages shall be the BUYER's only financial remedy for delay in delivery in Work

accepted by BUYER but shall not otherwise limit BUYER'S right to mitigate potential damages by terminating this PO for cause and seeking a reasonable substitute for the Work.

The total amount of liquidated damages to be paid by the SELLER in consequence of the SELLER'S delay shall in no case exceed twenty percent 20% of Contract Price.

OBLIGATIONS OF SELLER: If the Work, in whole or part, does not meet any requirement or BUYER under this PO or is otherwise defective or non-conforming in any manner,

delivery shall not be deemed to have occurred and SELLER shall be liable for the repair or replacement of the defective or non-conforming parts of the Work so that such Work

meets the applicable requirements. SELLER'S delivery obligation(s) shall not be considered discharged unless and until any tests required by this PO or otherwise are

successfully completed and the results are confirmed in writing. SELLER commits to immediately notify BUYER, in writing, if SELLER knows or has reasonable cause to believe

that SELLER cannot discharge any obligation of SELLER under this PO, such notice shall state with specificity the reasons for SELLER'S inability to perform and SELLER

agrees to cooperate with BUYER to mitigate any loss, cost or expense as a result of SELLER'S inability to perform the Work in accordance with the requirements of this PO.

SELLER must disclose to BUYER all known requirements and/or conditions necessary to maintain it's equipment's operational integrity and performance capabilities. SELLER must

cooperate with BUYER'S personnel to resolve issues that arise and were previously unknown to SELLER in order to achieve necessary performance requirements of the

equipment, SELLER is responsible for all costs to correct equipment performance deficiencies unless fault is solely that of the BUYER.

TITLE/RISK OF LOSS: Title to Work furnished here under shall pass to BUYER upon payment therefore, or upon delivery, whichever is sooner; provided, however, that risk of

loss shall remain with SELLER until the Work is delivered to and accepted into the destination agreed to by the parties in this PO. All materials, equipment, and / or any other

items provided to SELLER by BUYER in order for the SELLER to perform this PO shall remain the property of BUYER and shall be immediately returned to BUYER in the event

of any termination for cause. SELLER hereby waives any lien, encumbrance or in rem claim that it has or could assert against any property of BUYER or of BUYER'S customers or clients.

CHANGES: The terms, conditions and provisions of this PO set forth all amounts due or to become due to SELLER and SELLER specifically waives any right to receive any

additional amount from BUYER for any cause or reason, except as provided herein. This PO is not subject to any change or modification, including, but not limited to, any

Increase in the amount due SELLER, unless agreed in writing by a duly authorized representative of BUYER. BUYER may require, at its sole discretion, changes in the general

scope of this PO by written notice, including, but not limited to, any technical aspects, material, quantity, method of shipping and/or packing, Inspections standards or place of

delivery. If such a change affects the cost of the Work or the timing or SELLER'S performance, the parties shall negotiate the proper adjustments to the Contract Price and/or

schedule, if any, provided that SELLER shall undertake such change promptly and, in a manner, designed to eliminate or minimize any delay and any increased cost to BUYER.

SELLER'S WARRANTIES AND REPRESENTATIONS:

(a.) SELLER makes the following warranties: (i) the Work is free from defects in material and workmanship, (ii) the Work materially conforms to the specifications that are

attached to, or expressly incorporated by reference into this PO, and (iii) at the time of delivery, SELLER has and will transfer to BUYER title to the Work free and clear of liens,

in rem claims and encumbrances (collectively).

(b.) Conditions to the Warranties. The warranties set forth herein are conditioned on (i) BUYER storing, installing, operating and maintaining the Work in accordance with

SELLER'S instructions, or any (ii) using the Work within any conditions or in compliance with any parameters set forth in specifications that are attached to, or expressly

incorporated by reference into, this PO, (iii) BUYER discontinuing use of the Work after it has, or should have had, knowledge of any defect in the Work, (iv) BUYER providing

prompt written notice of any warranty claims within the warranty period described below, (vii) at SELLER'S discretion, BUYER either removing and shipping the Work or

nonconforming part thereof to SELLER, at SELLER'S expense, or BUYER granting SELLER access to the Works at all reasonable times and locations to assess the warranty claims.

(c.) Warranty Period. SELLER'S warranties hereunder shall exist for a period twelve (12) months from date of BUYER'S delivery to Owner of the vessel into which the Work is incorporated.

(d.) Remedies for Breach of Warranty. BUYER'S sole and exclusive remedies for any breach of the warranties are limited to SELLER'S choice of repair or replacement of the Work, or nonconforming parts thereof, or refund of all or the pro rate part of the Contract Price. The warranty on repaired or replaced parts of the Work shall be limited to twelve (12) months or the remainder of the original warranty period, whichever is longer. Unless otherwise agreed to in writing by SELLER, (i) SELLER shall be responsible for any labor, material or costs (including travel expenses of SELLER or its representatives) required to gain access to the Work so that SELLER can assess and perform the available remedies and

(ii) SELLER shall be responsible for all costs of installation of repaired or replaced Work. All exchanged Work replaced under the warranties will become the property of

SELLER.

(e.) Transferability. The warranties shall be transferable during the warranty period to the initial end user of the Work.

THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY SET FORTH IN THE SECTION ENTITLED INDEMNITY AND LIMITATION OF LIABILITY. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

RELEASE OF CONSEQUENTIAL DAMAGES: SELLER hereby waives and releases any claim against BUYER for any indirect, punitive, exemplary, or consequential loss of any kind arising out of, directly or indirectly, the terms, conditions or performance of this PO (except as caused by the gross negligence or willful misconduct of BUYER),

Including, but not limited to, loss of revenue, profit, capital or the use thereof, production delays, loss of product, losses resulting from failure to meet any other contractual

commitments or deadlines, downtime of facilities or personnel.

INDEMNITY: SELLER hereby agrees to indemnify, defend and hold harmless BUYER and any of BUYER'S officers, directors, employees, affiliates, indemnities and assignees

(BUYER'S Group") from and against any and all claims, demands, damages, judgments, defense costs, or suits (including, but not limited to, those for property damage, bodily injury,

illness, disease, death or for loss of society, consortium, services, wages) brought by or on behalf of any person, firm, entity, vessel, or any of Their insurers, arising out of, or in any

manner related to, directly or indirectly, this PO, SELLER'S obligations, SELLER'S presence upon BUYER'S premises or SELLER'S performance or attempted performance under this

TO regardless of whether such claims, demands, damages, judgments, defense costs, or suits are occasioned by or resulting from the negligence, strict liability, breach of warranty,

un-seaworthiness of any vessel or other fault of the BUYER, in whole or in part, whether sole, joint, active or passive,

LIMITATION OF LIABILITY: SELLER'S MAXIMUM LIABILITY TO BUYER UNDER THIS PO EXCEPT WITH RESPECT TO ANY INDEMNITY OBLIGATION OF SELLER IN THE

PRECEDING PARAGRAPH SHALL IN NO EVENT EXCEED THE CONTRACT PRICE.

INSURANCE: SELLER, at its sole cost and expense, shall provide such insurance coverages as is required by law and as set forth in Attachment 4 to this PO, including liability insurance coverage In favor of BUYER'S Group for any indemnity obligation separately undertaken by SELLER hereunder. Such Insurance policies shall name BUYER'S Group as an additional insured and shall waive any rights of subjugation against BUYER'S Group.

TERMINATION FOR CAUSE: BUYER may terminate this PO, in whole or part, in the event of any default by the SELLER of any of SELLER'S material obligations hereunder or if

SELLER becomes the subject of any proceeding under state or federal law for relief from its creditors or if SELLER is or becomes insolvent or unable to pay its debts as they become due, or if SELLER makes an assignment for the benefit of creditors. In the event of any of the forgoing events, BUYER shall have the right immediately to declare SELLER in default and to exercise any right or remedy which BUYER may have under this PO, If this PO is terminated for cause, BUYER shall be entitled to i) reimbursements of all amounts paid by BUYER to SELLER under this POs minus the pro rate amount for any portion of the Work delivered to and accepted BUYER which BUYER as its sole option elects to keep and ii) any liquidated damages which have occurred as of the date of such termination for cause and iii) the excess costs that BUYER incurs as a result of having to obtain a reasonable substitute for the Work not delivered by SELLER after reasonable and prudent mitigation of any such cost by BUYER,

TERMINATION FOR CONVENIENCE: BUYER reserves the right to terminate this PO, in whole or part, at BUYER'S sole convenience. In the event of such termination for

convenience, SELLER shall immediately stop all Work hereunder, and shall immediately cause any of SELLER'S suppliers, vendors and subcontractors to cease all Work,

SELLER shall include in any PO or other agreement made by it as a result of this PO, the right to terminate for the convenience of BUYER. If this TO is terminated for

convenience, SELLER shall be entitled to a termination charge based on those costs and expenses of SELLER reasonably and necessarily incurred and established by SELLER as

a direct result of such termination, after reasonable and prudent mitigation of any such cost or expense by SELLER, including costs of engineering and manufacturing, plus a reasonable amount for profit thereon. BUYER reserves the right to audit, any and all relevant books and records of SELLER in connection with any claim for payment. SELLER

shall not be entitled to recover for any Work, cost or expense Gone or incurred by SELLER, or for any cost or expenses incurred by SELLER'S suppliers, vendors or

subcontractors after the date of BUYER'S notice of termination, BUYER shall not unreasonably accelerate the performance of any portion of the Work required under this PO or

to undertake any cost or obligation inconsistent with the timing ana scheduling of the Work.

INSPECTION: BUYER shall have the right, but not the obligation, to inspect and/o r test the Work, to witness SELLER'S inspections and/o r tests of the Work and to otherwise

inspect or review SELLER'S performance of this PO at SELLER'S facilities or otherwise at such reasonable times and in such manner which does not unreasonably interfere with

SELLER'S operations. All Work is subject to Final inspection and acceptance by BUYER notwithstanding any prior payments or inspections.

RETURNS: Any Work rejected a n d / o r in excess or quantities called for in this PO may be returned to SELLER at its expense, in addition to any if BUYER'S other rights or remedies under this PO.

TAXES: All federal, state and local sales and excise, import or export taxes, when payable by BUYER, shall be billed as separate items on SELLER'S invoices, and when payable

by SELLER, shall be paid promptly and SELLER agrees to defend, indemnify and hold" harmless BUYER in connection with taxes payable by SELLER.

SHIPPING: Shipments hereunder shall be made in accordance with shipping instructions and/or any and all U.S. or other regulations. Adequate protective packing at no additional charge shall be furnished. A packing memorandum shall be enclosed with each shipment; when more than one package is shipped, SELLER shall identify the one containing the memorandum, BUYER'S PO Number shall appear on all separate components, packages and shipping papers. Any damage to any Work received by BUYER, as a result of improper packaging or otherwise, will be for SELLER'S account provided that if BUYER does not inspect the Work, within thirty (30) days of delivery thereof, and notify SELLER of any damage caused by improper packaging, BUYER shall waive any such claims.

PRICE WARRANTY; SELLER warrants that the price for the Work is not less favorable than this currently extended to any other customer for the same or like Work in equal or less quantities. In the event SELLER reduces its price for any goods or service included in the Work, SELLER agrees to reduce the price hereof correspondingly.

INVOICING: SELLER shall render invoices in duplicate, or as otherwise specified, showing this PO Number, and any through routing and weight, within twenty-four hours after shipment. SELLER shall render separate invoices for each shipment or PO. When prepaid transportation charges are authorized, SELLER shall include prepaid charges on invoices when sold F.O.B. Point of Origin, and ship as instructed, attaching to the respective invoices the original freight bill or a copy of the bill of lading. If prepaid transportation charges make it impossible for SELLER to render a complete invoice within twenty-four hours after shipment, SELLER shall render a separate, subsequent invoice to cover the transportation charges. All transportation charges, unless otherwise agreed in writing, shall be for SELLER'S account.

SETOFF: If BUYER has any claim against SELLER arising under this PO, BUYER may set off the amount of such claim against any amount due or becoming due hereunder.

BUYER'S PROPERTY: SELLER agrees that any information, tools, jigs, dies, materials, equipment drawings, patterns and specifications supplied, paid for or provided by on behalf of BUYER (collectively BQFE" | shall be and remain BUYER'S property and shall be held by SELLER for BUYER unless directed otherwise, provided that any previously existing intellectual property of SELLER is and shall remain the property of SELLER. SELLER will account for such Items and keep them in good working condition and fully covered by Insurance at all times without expense to BUYER. SELLER shall clearly label or mark and keep segregated all OPE and any other property to which title has

passed to BUYER pursuant to the terms of this PO {collectively 'Buyer's Property*'). Buyer's Property shall be held in trust by SELLER for the sole benefit of BUYER. Buyer's

Property is and shall forever remain the sole, exclusive and unencumbered property of BUYER. SELLER acknowledges that it does not presently have, nor has it ever had, any

legal or equitable Interest In Buyer's Property and that any power that SELLER may exercise with respect: to Buyer's Property is solely for the benefit of BUYER. In no event shall

SELLER assert or allow the assertion on its behalf or by any party (including, but not limited to any bankruptcy trustee, liquidator or other entity appointed at the direction of or

for the benefit of SELLER'S creditors) of any right, title, interest, lien, encumbrance or in rem claim against any part of Buyer's Property or BUYER'S other property. SELLER

hereby Irrevocably waives and releases any possessory, mechanic's, materialman's or other lien or privilege or security interest in and against the Buyer's Property. SELLER

shall protect, defend, including payment of attorneys' fees and litigation costs, and indemnify BUYER from and against any possessory, mechanic's, materialman's or other lien

or privilege or security in and against the Buyer's Property or any other property of BUYER that may be asserted SELLER or anyone else, SELLER acknowledges that SELLER'S

agreement to the provisions of this paragraph is an essential consideration of this PO without which BUYER would not have entered into this PO.

RETURN OR REMOVAL OF BUYER'S PROPERTY: At all times and regardless of whether or not this PO has been terminated pursuant to the terms hereof, BUYER shall have

the option at its sole and exclusive discretion to have returned to it or to remove all or part of the Buyer's Property in its then current state, including any appurtenances

incorporated into Buyer's Property, from the premises and possession of the SELLER. Upon written notice from BUYER for such return or removal. SELLER shall cooperate and

provide all reasonable assistance to allow BUYER to remove Buyer's Property from SELLER'S premises or possession. SELLER expressly acknowledges and agrees that neither

the existence of an outstanding payment obligation by BUYER nor the existence of any disputes among the parties in connection with this PO shall operate to prevent the return

or removal of Buyer's Property hereunder or nullify SELLER'S release and waiver of any and all possessory, mechanic's, materialman's or other lien or privilege or security in and

against any of Buyer's Property. In no event shall payment in full by BUYER nor resolution of any dispute among the parties be deemed a condition precedent to the

effectiveness and enforceability of the provisions of this clause. In no event shall any such return or removal of Buyer's Property with SELLER'S release and waiver of any and all

possessory, mechanic's, materialman's or other lien or privilege or security in and against the Buyer's Property be deemed a voidable preferential transfer. Notwithstanding

anything contained in this PO to the contrary, SELLER shall be liable for any and all losses or damages that may be sustained by BUYER, including consequential and incidental

loss, due to SELLER'S failure to comply with the provisions of this clause.

PATENT INDEMNITY/CONFIDENTIALITY: SELLER represents and warrants that no portion of the Work infringes any patent, copyright, trademark, trade secret or other

tangible or intangible property right and agrees to defend, indemnify and hold harmless BUYER in connection therewith, provided that SELLER shall be notified promptly In

writing of any such claim for which indemnity is sought, and shall be given the right to control the defense of any such claim "after" harmless BUYER in connection therewith.

In case the Work, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by BUYER is enjoined, SELLER will, at its

option and its own expense, either: (a) procure for BUYER the right to continue using said Work; (b) replace it with substantially equivalent non-infringing Work; or (c) modify the

Work so it becomes non-infringing. Any confidential or proprietary information provided, prepared or exchanged by or between BUYER and SELLER in connection with this PO

shall be confidential and shall not be disclosed by SELLER or used by SELLER For any other purpose, unless SELLER obtains written permission from BUYER COMPLIANCE WITH LAWS: SELLER, its employees, officers, agents, vendors and subcontractors shall, while on the premises of BUYER, obey any and all applicable state,

federal and local authorities, including those required by the US Department of Defense, OSHA and other authorities having jurisdiction over BUYER'S premises. SELLER

represents and warrants that the Work complies with any and all applicable State, Federal and local laws or regulations, including, but not limited to, the Fair Labor Standards Act, OSHA, and any and all laws and regulations related to the safety of persons or the protection of the environment, and shall defend, indemnify and hold harmless BUYER for any loss, cost or expense occasioned by reason of SELLER'S breach of any of the above representations and warranties. Upon BUYER'S request, SELLER shall provide certificates or other evidence satisfactory to BUYER reflecting compliance with the above representations and warranties, If any change in the applicable laws, rules or regulations requires a change in the Work, the parties shall negotiation the proper adjustments to the Contract Price and/or schedule, if any. The EEO/AA clauses are hereby incorporated by reference as required by 41 CFR 60-1.4, 41, 41 CFR 60-250.4 and 41 CFR 60-741.4.

E-VERIFY: The Federal government Instituted a procedure called E-Verify whereby employers may elect to verify online, a job applicant's ability to work lawfully In the U.S. On

June 6, 2008, President Bush signed an executive order making this verification mandatory for federal government agencies and their contractors. The President delegated the authority to make these regulations to the Department of Homeland Security. (Credit: <http://www.msk.com/download/Files/Imm%20Alcrt%20Junc08%20proor.pdf> by Fridu P. Glucoft and Janice K. LUG)

In the State of Mississippi, all employers must participate in the E-Verify system. Specifically, employers with 250 or more employees must register and begin utilizing E-Verify

by July 1, 2008. Employers with 100-250 employees must comply by July 1, 2009; those with 30-100 employees by July 1, 2010, and all other employers by July 1, 2011.

SELLERS and SELLERS may be requested to provide verification of their employees. Havard's Construction, LLC participates in E-Verify.

NO ASSIGNMENT: SELLER shall not assign or subcontract this PO, in whole or part, or the rights and obligations evidenced hereby, without the prior written consent of

BUYER.

MISCELLANEOUS: This PO constitutes the entire agreement between the parties and cannot be modified, changed or rescinded* except by a writing signed by the duly

authorized representatives of both parties. If, In the event SELLER and BUYER have executed or, subsequent to this PO execute a Master Service Agreement (MSA), such MSA.

in conjunction with this PO, shall constitute a single agreement constituting the entire agreement between BUYER and SELLER and shall not be modified or rescinded, except by

a writing signed by the duly authorized representatives of both parties. Should there be any conflict or inconsistency between any term, condition or provision of this PO and

any term, condition or provision of the MSA, the terms, conditions and provisions of this PO shall prevail.

No failure of BUYER to insist on performance of any of the terms, conditions or provisions of this PO or to exercise any right or remedy hereunder shall be construed as a waiver

of any such performance, term, condition, provision, right or remedy.

If any term, condition or provision of this PO is contrary or prohibited by, or deemed invalid under applicable law, such invalidity or unenforceability shall not be denied to

render invalid or unenforceable any other term, condition or provision of this PO.

This PO and each of its terms, conditions and provisions shall be governed by and interpreted under the laws of the Southern District of the state of Mississippi, United States of

America, without regard to its conflict of law principles,

SELLER'S ACKNOWLEDGEMENT:

Signed acknowledgment of receipt of this PO by SELLER or acceptance of payment acknowledges agreement to the Purchase Order Terms & Conditions. Please sign and return via fax to: 601-947-6650