

## Purchase Order Terms & Conditions

### ACCEPTANCE & PURCHASE ORDER:

i. Vendor accepts this Purchase Order and any amendments by signing the Purchase Order and returning it to promptly. Even without such written acknowledgment, Vendor's full or partial performance under this Purchase Order will constitute acceptance of these terms. By acceptance of this Purchase Order, Vendor agrees to be bound by, and to comply with all these terms, which include any supplements to it, and all specifications and other documents referred to in this Purchase Order as described/defined below as Contract Documents. These terms apply to everything listed in this Purchase Order and constitute Vendor's offer to Mercury Signs, Inc., which Mercury Signs, Inc. may revoke at any time prior to Vendor's acceptance. These terms may be modified only by a written document signed by duly authorized representatives of Mercury Signs, Inc. and Vendor.

### PURCHASE ORDER / CONTRACT DOCUMENTS:

i. This Purchase Order consists of these Terms and Conditions, as well as any attachments or other pages attached to or referenced herein, along with any agreement between Mercury Signs, Inc. and any contractor or owner pursuant to which Vendors' materials and/or services are provided, and all other documents enumerated therein, including but not limited to any drawings, specifications, or conditions of contract (General, Supplementary and Other Conditions) (collectively referred to as "Contract Documents"). With respect to this Purchase Order, the obligations set forth in the Contract Documents, the terms "Vendor" shall be deemed substituted for any reference to Mercury Signs, Inc. to the extent applicable to the Vendor's obligations hereunder and any other corresponding changes necessitated by the context of the language of the Contract Documents.

### WORK:

i. Vendor shall provide all materials and/or services ("Work") described in the Purchase Order and in accordance with the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete Project as it relates to the Work to be constructed in accordance with this Purchase Order. Unless otherwise specified herein, the Work includes labor, materials, and equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result and Vendor shall furnish and perform such Work whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment such words or phrases shall be interpreted in accordance with that meaning. Captions and titles in this Purchase Order are for convenience only, and are not to be used as an interpretation of any provisions.

ii. Vendor agrees to perform the Work in a prompt, continuous, and diligent manner, and complete the Work in accordance with the provisions of the Contract Documents. Unless otherwise provided herein, Vendor agrees to furnish all materials, supplies, tools, equipment, supervision, labor, utilities, testing, certifications, shop drawings and other items necessary to fully perform all of the Work and complete said Work in accordance with any drawings and Specifications and other Contract Documents pertaining thereto, including the payment of all insurance, taxes, licenses, bond premiums (as applicable), and guarantees or warranties.

iii. Vendor shall duly qualified, registered, and licensed to do business in the state or states where the Work is to be performed. Vendor will comply with all local, state, and national Laws, rules, and Regulations.

iv. Vendor is aware of the existing facilities at the Project site and all site conditions that may impact the Work. Vendor agrees that it has considered all conditions affecting execution of the Work in accordance with the terms and conditions of this Purchase Order and the consideration paid hereunder reflects these considerations.

v. Vendor agrees to fully cooperate with Mercury Signs, Inc. and Owner to reduce and eliminate delays or hindrances in the orderly progress of the Work and to assure orderly and expeditious performance and completion of the entire Project. Vendor agrees all Work performed by it shall be executed by skilled and reputable personnel. If Vendor's supervisor or employees refuse or neglect to comply with requirements of this Purchase Order, or if any of them be riotous, disrespectful, intemperate, or disorderly, Vendor agrees to discharge said person or persons from the Project and not employ them again on any portion of the Work.

vi. The Vendor and its employees will not assign or subcontract services requested by Mercury Signs, Inc. unless agreed to by Mercury Signs, Inc. in writing prior to the work being performed.

### INVOICING & PAYMENT TERMS:

i. All invoices from Vendor must include the Purchase Order number.

ii. All invoices for goods must include a detailed description and a listing of quantities of Work along with amount per unit charged or an applicable schedule of values apportioning the original Purchase Order sum and all change orders, among all divisions or portions of the Work. All invoices, if applicable, must include a description of the work that was performed, the number of hours, the number of manhours, the hourly rate and the total labor charge. All materials used must be listed separately and include the unit charge for each of the materials and the total charge for each of the materials. iii. All invoices must be emailed to [invoice@trianglesign.com](mailto:invoice@trianglesign.com)

iv. Invoices will be paid within 30 days of the date that the invoice is received by Mercury Signs, Inc., provided that all required documentation is included and that all the procedures (including completion photos if applicable) are submitted timely.

v. The Vendor must invoice Mercury Signs, Inc. within 20 days of the work being completed. Mercury Signs, Inc. will not accept or agree to be liable for any invoice that is billed 90 days or more after the work was completed.

vi. Subject to Mercury Signs, Inc. providing Vendor five (5) days' notice and an opportunity to commence to correct the following, Mercury Signs, Inc. may in good faith withhold any payment to Vendor to the extent necessary to protect Mercury Signs, Inc. from loss on account of (a) defective Work not remedied; (b) claims filed or evidence reasonably indicating the probable filing of claims; (c) the failure of Vendor to make payments either to subcontractors or suppliers; (d) damage to another party; (e) any cost for which Vendor is responsible under this Purchase Order; or (f) a breach by Vendor of any term, condition or provision of this Purchase Order. When the grounds for withholding payments are removed, payment of such withheld amounts shall be made. No interest shall be payable by Mercury Signs, Inc. on sums withheld in good faith by Triangle Sign Services, pursuant to this Section.

vii. If Mercury Signs, Inc. is entitled to reimbursement or payment from Vendor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Mercury Signs, Inc. Notwithstanding anything contained in the Contract Documents to the contrary, if Vendor fails to promptly make any payment due Mercury Signs, Inc., or Mercury Signs, Inc. incurs any costs and expenses to cure any default of Vendor or to correct defective Work, Mercury Signs, Inc. shall have an absolute right to offset such amount against the Purchase Order Amount and any amounts otherwise held by Mercury Signs, Inc. on Vendor's account, including amounts on other contracts, and may, in Mercury Signs, Inc.' sole discretion, elect either to: (1) deduct an amount equal to that which Mercury Signs, Inc. is entitled from any payment then or thereafter due Vendor from Mercury Signs, Inc., or (2) issue a written notice to Vendor reducing the Purchase Order Amount by an amount equal to that which Mercury Signs, Inc. is entitled. Nothing herein shall be a waiver to Vendor's rights to dispute such claims of reimbursement or payment.

viii. Payment to Vendor does not constitute or imply acceptance by Mercury Signs, Inc. or Owner of any portion of the Work and shall not constitute a waiver of any claims

against Vendor.

ix. Vendor's receipt of final payment shall be a complete waiver of all claims, demands, or rights by Vendor arising from the Work.

#### INSURANCE

i. Vendor, at its expense, shall obtain prior to the commencement of Vendor's Work and maintain in effect until the final acceptance of Vendor's Work and for such additional periods as may be required by the Contract Documents, the insurance coverage and minimum limits the Contract Documents. Vendor shall obtain insurance from insurance carriers that maintain an A.M. Best rating of "A" or better and which are licensed to do business in the state in which the Work is to be performed. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

#### CHANGES:

i. Without invalidating this Purchase Order, Mercury Signs, Inc. may, by issuance of a written order (each such order, a "Change Order"), instruct Vendor to make certain changes to the Work, including any addition to, deletion from, suspension of or other modification to the quality, function, or intent of the Work. All claims by Vendor for adjustments to the Purchase Order amount or Schedule of Work as a result of Changes shall be supported by such documentation as Mercury Signs, Inc. may reasonably require to verify, to its satisfaction, the accuracy thereof. Changes may only be authorized by Change Orders issued in accordance with this section. Change Orders will constitute the exclusive remedy to Vendor for any Changes.

ii. No extra or additional charges of any kind will be allowed unless specifically agreed to in writing by the Mercury Signs, Inc.

iii. No adjustment to the Purchase Order amount or the Schedule of Work will be made as a result of a Change to the extent necessitated by Vendor's default, delay, mistake, failure of performance, or failure to comply with a requirement of the Contract Documents.

#### INDEMNIFICATION:

i. To the maximum extent permitted by law, Vendor shall indemnify and hold harmless the Mercury Signs, Inc., the Prime Contractor and Owner, and their respective officers, consultants, sureties, agents and employees of any of them (Indemnified Party) from and against any and all claims, suits, damages, losses, and expenses, including but not limited to attorneys' and

consultants' fees, arising out of or related to or on account of the performance of the Work by Vendor, including Vendor's default of its obligations hereunder, or any of its Vendors, suppliers, officers, agents, employees or servants, whether or not caused in part by the active or passive negligence or other fault of a Indemnified Party, including but not limited to any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property, claims due to delays in or acceleration of the work of other contractors, claims for loss of productivity, claims for additional storage and handling charges, claims for escalation of the cost of labor and materials, claims for home office overhead, liens against funds, claims related to the alleged failure of the Vendor to perform in accordance with the Contract Documents, and/or claims related to the removal, handling or use of any hazardous materials. The indemnity shall not apply to claims, liability, litigation, loss or expense caused solely by the fault of Mercury Signs, Inc.

ii. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Vendor or the rights of Mercury Signs, Inc. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor under any workers' compensation act, disability benefits acts or other employee benefits act and includes any loss or injury suffered by an employee of the Vendor.

iii. This indemnification shall survive the completion of the work. Vendor's assumption of liability is independent from, and not limited in any manner by, the Vendor's insurance coverage.

#### WARRANTIES:

i. The Vendor warrants all of their supplied goods, materials and workmanship for a minimum period of 12 months or such longer period that may be stated in the Contract Documents. Vendor warrants to Owner and Mercury Signs, Inc. that materials and equipment furnished under this Purchase Order will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work under this Purchase Order will be performed according to sound construction practices, shall be free from defects in materials and workmanship, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to, and not in limitation or in lieu of, any other warranty or remedy required by law or by the Contract Documents. Vendor agrees to satisfy such warranty obligations, which appear within the guarantee or warranty period established in the Contract Documents without cost to Owner or Mercury Signs, Inc.

ii. In the event of any faulty workmanship, loss, damage or destruction thereof from any cause, Vendor shall be liable therefor, and shall repair, rebuild and make good said faulty workmanship, loss, damage or destruction at Vendor's cost. Mercury Signs, Inc. shall give the Vendor 72 hours to make good said faulty workmanship, loss, damage or destruction. In the event that Vendor cannot meet that timeline or that Vendor solution to correct the problem is not acceptable to Mercury Signs, Inc. then, Mercury Signs, Inc. has the right to redirect the work to correct improper or faulty workmanship, loss, damage or destruction and to deduct (from the Vendor), the applicable cost from the total of the Purchase Order or any other open invoices from this Vendor whether related to this job or not. Vendor shall be liable to Mercury Signs, Inc. for all costs Mercury Signs, Inc. incurs as a result of any failure of Vendor, or any of its suppliers or subcontractors of any tier, to perform under this Purchase Order.

#### SCHEDULE OF WORK:

i. Time is of the essence of this Purchase Order. Vendor is obligated to maintain work force, equipment, and material to keep pace with other trades and the pace of the overall Project as required by Mercury Signs, Inc. and any schedule of work made part of the Contract Document ("Schedule of Work"). Vendor shall commence its Work immediately upon receipt of Notice to Proceed from Mercury Signs, Inc. and shall complete the Work by the time required in the Schedule of Work. If such Work is interrupted for any reason, Vendor shall resume such Work within two (2) working days from Mercury Signs, Inc.'s notice to do so.

ii. Vendor shall not deliver any other goods or perform any of the services except at the time or dates indicated on the face hereof. No change in the Schedule of Work will be permitted without Mercury Signs, Inc. prior written consent. No acceptance of Work after the scheduled date will waive Mercury Signs, Inc.' rights with respect to such late delivery, nor shall be deemed a waiver of future compliance with the terms hereof. Vendor confirms and acknowledges that the time agreed in the Schedule of Work is a reasonable period for performing the Work, and Vendor shall be bound by the Schedule of Work and all changes thereto

iii. In the absence of designated times for delivery or performance, Vendor shall deliver or perform in accordance with such subsequent directions given by Mercury Signs, Inc. or otherwise as expeditiously as possible. Failure of Vendor to deliver or perform in accordance with the times required therefore as herein provided, shall constitute a breach of the Purchase Order between Vendor and Mercury Signs, Inc.

iv. In the event that any of the Contract Documents requires Mercury Signs, Inc. to achieve completion of certain Project milestones prior to certain dates set forth in the agreement to which Mercury Signs, Inc. is party (including, but not limited to substantial and final completion), and if due to the material failure of Vendor to satisfy its obligations under this Purchase Order, and Mercury Signs, Inc. is obligated to pay liquidated or actual damages, Vendor shall be responsible for, such liquidated or actual damages and shall indemnify Mercury Signs, Inc. for any such damages. Mercury Signs, Inc. may deduct such amounts from any amount then or thereafter due Vendor.

#### DEFAULT/REMEDIES:

i. If in the opinion of the Mercury Signs, Inc., the successful performance of this Purchase Order is endangered, Mercury Signs, Inc. may provide written notice to Vendor of the conditions of endangerment. If, within seventy-two (72) hours of Triangle Sign Service's sending such notice Vendor has not eliminated such conditions, the Mercury Signs, Inc. may exercise any of the following options: (a) Seek Specific Performance. Mercury Signs, Inc. may seek specific performance of Vendor's obligation under this Purchase Order; and/or (b) Exercise Self Help; Without voiding the other provisions of this Purchase Order and without notice to the sureties, Mercury Signs, Inc. may take such steps as are necessary to overcome the conditions endangering Purchase Order performance by supplementing Vendor's work force or by undertaking Vendor Work or part thereof, in which case Vendor shall be liable to Mercury Signs, Inc. for the cost thereof.

ii. Mercury Signs, Inc. may terminate the Purchase Order for default. In that event, Mercury Signs, Inc. may use any and all materials, equipment, tools, or chattels furnished by or belonging to Vendor either at or for the Work. Vendor, on termination, will be deemed to have offered to Mercury Signs, Inc. an assignment of all its subcontracts and purchase orders relating to the Work. Mercury Signs, Inc. may, at its discretion, do whatever is necessary to assure performance of any terminated Work, and to take such action, if necessary, in Vendor's name. Mercury Signs, Inc. may withhold from Vendor any monies due or to become due under this or any other contract to offset the damages incurred or possibly incurred as a result of the termination. Vendor and its surety company, if any, shall be liable to Mercury Signs, Inc. for any and all additional costs, expenses, attorney fees, and other damages, both liquidated and unliquidated, which directly or indirectly result from Vendor's termination for default. The remedies stated in this section shall be in addition to and not in lieu of other remedies which Mercury Signs, Inc. may have under the Purchase Order, the Contract Documents or under applicable law.

iii. Any payment made by Mercury Signs, Inc. to Vendor of amounts herein provided shall not be a waiver of Mercury Signs, Inc. right to recover against Vendor any other amounts, damages or losses occasioned by Vendors breach. Mercury Signs, Inc. may not be required to accept replacements or substitutes or permit cure of defects in any goods or services rightfully rejected.

iv. If a basis exists for the exercise by Mercury Signs, Inc. of any option under the preceding subsection, but such exercise is determined to be wrongful, Mercury Signs, Inc. shall be liable to Vendor only for the following amounts: (1) the reasonable cost of the Work performed by Vendor prior to Mercury Signs, Inc.' wrongful action, and (2) an allowance of ten (10%) percent combined total for overhead and profit on the direct cost of such work performed. Vendor's remedy under this Section shall be exclusive. Nothing herein shall bar withholdings by Mercury Signs, Inc. permitted by other provisions of this Purchase Order.

#### TERMINATION FOR CONVENIENCE.

i. Mercury Signs, Inc. shall have the right to terminate this Purchase Order for its convenience for any reason, in whole or in part, by delivery to Vendor of a Notice of Termination for Convenience under this section, specifying the extent to which performance of the Work is terminated, and the date upon which such termination shall become effective. Mercury Signs, Inc. shall be liable to Vendor only for the following amounts: (a) the reasonable cost of the Work performed by Vendor prior to Mercury Signs, Inc.' date reflected in the Notice of Termination, and (b) an allowance of ten (10%) percent combined total for overhead and profit on the direct cost of such work performed. Vendor's remedy under this Section shall be exclusive.

#### GENERAL PROVISIONS:

i. 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 performances. Unless otherwise directed by Mercury Signs, Inc. in writing, pending resolution and a final decision of any dispute, Vendor shall proceed diligently with the performance of the Purchase Order. Any failure by Vendor to perform in strict accordance with the terms of the Purchase Order pending resolution (unless otherwise directed) shall constitute a default by Vendor.

ii. Dispute/Jurisdiction/Governing Law. The laws of Maryland shall govern this Purchase Order without regard to conflicts of law principles and any litigation shall between the parties shall take place in the state or federal courts in North Carolina having jurisdiction. Vendor consents to the personal jurisdiction of the state and federal courts of such place. The parties expressly waive any rights to a trial by jury.

iii. Until the Project is fully completed, Vendor agrees not to perform any work directly for Owner or any of its tenants or deal directly with Owner's representatives in connection with the Project, unless otherwise directed in writing by Mercury Signs, Inc.

iv. Notices. All notices shall be addressed to the parties at the addresses set out herein, and shall be considered as delivered when postmarked, if dispatched by certified mail, return receipt; when given to a messenger or delivery service for hand delivery or when sent by electronic mail when a response or read receipt verification is received by the sender.

v. Provided that there is no written agreement, duly executed by both parties, applying to the transaction, this Purchase Order, with such documents as are expressly incorporated by reference, is intended by the parties as a final expression of their agreement with respect to such terms as are included in it; and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade will be relevant to determine the meaning of this agreement. The Mercury Signs, Inc. assumes no responsibility for: (a) any understanding or representations made by any of its agents or officers prior to issuance of this Purchase Order; (b) any understanding, representations, quotations or exclusions verbal or written made by any of the Vendor's agents or officers prior to the execution of this Purchase Order, unless such understanding, representations or exclusions by the Mercury Signs, Inc. or Vendor are expressly stated and incorporated in the Purchase Order.

vi. Mercury Signs, Inc. aggregate liability arising from or relating to this Purchase Order is limited to the Purchase Order Amount. To the maximum extent allowable under applicable law, Mercury Signs, Inc. shall not be liable under this Purchase Order for any special, incidental, consequential, indirect or punitive damages including, without limitation, lost revenues even if Mercury Signs, Inc. has been advised of the possibility of such damages.