

GENERAL TERMS AND CONDITIONS OF PURCHASE FOR SERVICES

1. Definitions. Capitalized terms used but not defined herein have the following meanings:

- a. "Services" means any services purchased by Palm pursuant to or in connection with an Order.
- b. "Order" means any purchase order, confirmation, or agreement regarding the purchase of Services.
- c. "Terms" means these General Terms and Conditions Of Purchase for Services.
- d. "Palm" means Palm Commodities International, LLC.

2. Applicability. These Terms apply to and are incorporated into any Order to which they are attached or referenced as though the Terms were fully set forth in such Order. Together with the Order, these Terms: (i) constitute the entire agreement between you ("Contractor") and Palm for the purchase of Services; (ii) supersede all prior or contemporaneous understandings, quotations, discussions, proposals, negotiations, representations, warranties, agreements, and communications, both oral and written, regarding the same; and (iii) exclude any terms or conditions provided by Contractor, which will be null and void and of no force. IT IS UNDERSTOOD AND AGREED THAT CONTRACTOR'S BID OR PROPOSAL TO PERFORM SERVICES IS SOLELY AND EXCLUSIVELY FOR THE PURPOSE OF FURTHER TECHNICALLY DESCRIBING THE SERVICES AND THAT ANY TERMS, CONDITIONS, OR OTHER QUALIFICATIONS IN SUCH BID OR PROPOSAL ARE HEREBY REJECTED, EXCLUDED, AND NOT PART OF THIS AGREEMENT. THE PURCHASE OF ANY SERVICES BY PALM IS SUBJECT TO, EXPRESSLY LIMITED TO, AND EXPRESSLY CONDITIONED UPON CONTRACTOR'S ACCEPTANCE OF THESE TERMS. IF THERE IS A DISCREPANCY BETWEEN THE ORDER OR ANY OTHER DOCUMENT AND THESE TERMS, THEN THESE TERMS PREVAIL TO THE EXTENT OF THE DISCREPANCY UNLESS OTHERWISE STATED IN THE ORDER OR A SIGNED AGREEMENT BETWEEN PALM AND CONTRACTOR. ANY TERMS OR CONDITIONS SUBMITTED BY CONTRACTOR TO PALM THAT ARE INCONSISTENT WITH, DIFFERENT THAN, OR ADDITIONAL TO THESE TERMS ARE HEREBY REJECTED. PAYMENT FOR SERVICES DOES NOT CONSTITUTE ACCEPTANCE OF CONTRACTOR'S TERMS OR CONDITIONS AND DOES NOT MODIFY OR AMEND THESE TERMS.

3. Acceptance. Unless otherwise set forth therein, the Order will be deemed accepted by Contractor upon the earlier of Contractor's: (i) written acceptance; (ii) failure to accept or reject the Order within five (5) days of its receipt; (iii) commencement of performance in accordance with the Order; or (iv) issuance of an invoice in connection with the Order.

4. Performance of Services. Contractor agrees to provide all licenses, permits, supervision, labor, materials, tools, equipment, and all other items necessary to perform and complete the Services in the Order. Where Contractor is performing Services at Palm's facility: (i) Contractor shall confine Contractor's operations and personnel to the designated work area, limit damage and disruption as much as possible in the work area and access routes, and keep the premises free from the accumulation of debris and rubbish that may result from the performance of Services; (ii) Contractor shall take necessary precautions to properly safeguard and support existing structures and utilities in and around the work area so as to prevent any damage or interruption to their use and operation; and (iii) Contractor shall be responsible for replacing, repairing, and restoring any structures or utilities damaged or destroyed during the performance of the Services. At the completion of the Services, Contractor shall remove all of its tools, vehicles, equipment, machinery, surplus materials, debris, and rubbish from and around the Palm premises and restore the area to its original condition except for alterations or modifications that were part of the Services.

5. Schedule for Work. Contractor agrees to complete the Services by the agreed completion date. TIME IS OF THE ESSENCE WITH RESPECT TO ALL SERVICES TO BE PERFORMED UNDER THESE TERMS. Failure to complete the Services within the time stated will constitute a material breach of the Order. In the event of any anticipated or actual delay, Contractor shall: (i) provide Palm with prompt written notice stating the reason for delay, action being taken to minimize the delay, and expected completion date; and (ii) upon Palm's request, perform such actions as may be necessary to expedite completion of the Services by the date requested at no additional cost to Palm.

6. Inspection and Rejection. Palm may inspect the Services at any time during or upon completion. Notwithstanding any such inspection, payment, or acceptance, Palm may reject all or any portion of the Services due to any defect or nonconformance by providing Contractor with written notice of rejection within a reasonable time after completion of performance or discovery of any defect or nonconformance. If Palm rejects any portion of the Services, then Palm may: (i) require that Contractor correct, replace, or refund; (ii) accept the Services as is,

subject to an appropriate reduction in the applicable price; (iii) accept and correct the Services at Contractor's expense; and/or (iv) pursue any other right or remedy available to Palm, including termination of the Order.

7. Changes. At any time, Palm may direct Contractor to make reasonable changes to the specifications, performance, schedule, and/or delivery (each, a "Change Request"). Within five (5) days of its receipt of any Change Request, Contractor shall provide Palm with written notice identifying and supporting the impact, if any, that the Change Request may have on the cost or time required to perform the Order (each, an "Adjustment Notice"). Within ten (10) days of its receipt of any Adjustment Notice, Palm shall notify Contractor whether to proceed with the change pursuant to the Adjustment Notice. If Palm does not provide Contractor with such notice, then the Change Request will be deemed withdrawn, and Contractor shall proceed pursuant to the Order. However, if Palm directs Contractor to proceed with the change pursuant to the Adjustment Notice, then the Order will be deemed amended accordingly.

8. Price and Payment Terms. The price for the Services will be the amount set forth in the applicable Order. If the prices are not set forth in the Order, then Contractor shall immediately notify Palm, and Palm shall promptly issue a revised Order. Unless otherwise set forth in the Order, the price of Services includes, and Contractor shall be responsible for, all taxes, impositions, duties, fees, and other charges, all labor, materials, tools, and equipment for the Services. No increase in price will be effective without the prior written consent of Palm. Unless otherwise agreed in writing, Palm shall pay all accurate and properly submitted invoiced amounts due to Contractor within sixty (60) days after Palm's receipt of such invoice, except for any amounts disputed by Palm in good faith. Without prejudice to any other right or remedy it may have, Palm reserves the right to set off any amount owing to it by Contractor against any amount payable by Palm to Contractor under the Order. By submitting each invoice, Contractor is representing to Palm that the Services were completed in accordance with these Terms, and all amounts due to suppliers or approved subcontractors have been paid or will be paid. Upon Palm's request, Contractor agrees to submit releases of all liens and claims from suppliers, subcontractors, and other third parties providing materials or labor for the Services. Contractor agrees to indemnify and hold Palm harmless against any claim or lien arising from suppliers, subcontractors, and other third parties providing materials or labor for the Services.

9. Termination for Cause. Palm may immediately terminate all or any part of the Order for cause by providing Contractor with written notice if: (i) Contractor fails to deliver Services in compliance with the Order or these Terms; (ii) Contractor fails to provide Palm with reasonable assurances of future performance; (iii) Contractor becomes debarred, suspended, or identified as a denied party by any applicable government agency; (iv) Contractor becomes insolvent or files a petition for bankruptcy; and/or (v) Contractor becomes a party to any proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of its creditors. If Palm terminates the Order for cause, then Palm shall only be liable to Contractor for Services accepted by Palm prior to the date of termination and Contractor shall be liable to Palm for all damages incurred by Palm as a result of such termination.

10. Termination for Convenience. Palm may terminate all or any part of the Order for convenience by providing Contractor with thirty (30) days' prior written notice. If Palm terminates the Order for convenience, then Palm shall reimburse Contractor for all reasonable costs and expenses incurred by Contractor in connection with its performance under the Order, and pay for all goods accepted by Palm up to the date of termination. Palm reserves the right to audit Contractor's books and records to confirm the date of any such costs or expenses.

11. Warranties. Contractor represents and warrants to Palm that the Services will, at the time of delivery and for a period of one (1) year thereafter: (i) comply with all specifications set forth in the Order or as otherwise agreed upon by the parties in writing; (ii) be free from all defects in design, material, assembly, and workmanship; (iii) be free from all liens, judgments, and other encumbrances; (iv) be merchantable, fit, and suitable for the purposes intended; (v) be performed and delivered in compliance with all relevant laws, rules, and regulations; and (vi) not infringe or misappropriate any third party's intellectual property rights or trade secrets (collectively, "Warranties"). The Warranties are cumulative and in addition to any other warranty provided by law or equity. The Warranties survive any inspection, payment, or acceptance by Palm. Any applicable statute of limitations runs from the date of Palm's discovery of the noncompliance of the Services with the Warranties. Contractor shall promptly reimburse Palm for any loss, damage, cost, fee, or expense incurred by Palm as a result of any breach of the Warranties.

12. INDEMNIFICATION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD PALM, INCLUDING ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, CUSTOMERS, SUBSIDIARIES, AFFILIATES, AND REPRESENTATIVES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, SUITS,

PROCEEDINGS, DAMAGES, LIABILITIES, FINES, FEES, SETTLEMENTS, PENALTIES, COSTS, AND EXPENSES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) OF ANY KIND OR NATURE (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATING TO CONTRACTOR'S OR ITS DIRECTORS', OFFICERS', EMPLOYEES', AGENTS', REPRESENTATIVES', SUBCONTRACTORS, OR PERMITTED ASSIGNS': (I) BREACH OF THE WARRANTIES; (II) NEGLIGENCE, STRICT LIABILITY, OR WILLFUL MISCONDUCT; (III) VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION; OR, (IV) BREACH OF THE ORDER OR THESE TERMS, WHETHER SUCH CLAIMS ARISE FROM TORT, CONTRACT, QUASI-CONTRACT, OR OTHERWISE.

13. Insurance. Contractor shall, at its own cost and expense, procure and maintain the following insurance coverages and limits: (i) commercial general liability insurance identifying Palm as an additional insured, covering bodily injury, death, personal and advertising injury, and property damage from premises, operations, independent contractors, products, and completed operations, and with limits of at least \$1 million per occurrence and \$2 million in the aggregate; (ii) workers' compensation insurance in accordance with all applicable laws and statutory limits; (iii) employers' liability insurance identifying Palm as an additional insured with limits of at least \$1 million per occurrence; and (iv) if licensed automobiles are used in connection with the work, then automobile liability insurance identifying Palm as an additional insured covering all such vehicles with limits of at least \$1 million per occurrence. Upon Palm's request, Contractor shall provide Palm with certificates of insurance evidencing full compliance with the foregoing.

14. Compliance with Laws. In the performance of Services under the Order, Contractor shall: (i) comply with all applicable laws, rules, and regulations, including, without limitation, those regarding anti-corruption, anti-bribery, human rights, environment, health and safety (including OSHA 29 CFR 1910), and construction regulations (including 20 CFR 1926); and (ii) maintain in effect all licenses, permissions, authorizations, consents, and permits necessary to carry out the Services. In addition to any other remedies provided herein, failure to comply with the requirements of this Section 14 may result in stoppage of work until resolution or disbarment of offenders from the Palm facility, and Palm will not be liable for any additional costs incurred as a result.

15. Health and Safety. Contractor will comply with, and will cause each of its employees, agents, and subcontractors to comply with Palm's Health and Safety Manual and Contractor Policies for work performed on-site, which will be provided during Contractor orientation and can be provided in advance upon request. Contractor warrants that it: (i) accepts the current hazards presented to persons, property, and the environment in performing the Services; (ii) has developed the requisite expertise, training, programs, and procedures for undertaking the Services in a safe manner; and (iii) will perform the Services in a safe manner in compliance with its programs and procedures. In addition to any other remedies provided herein, failure to comply with the requirements of this Section 15 may result in stoppage of work until resolution, or disbarment of offenders from the Palm facility, and Palm will not be liable for any additional costs incurred as a result.

16. Confidential Information. Contractor shall treat the Order and any sensitive, proprietary, or confidential information provided by Palm ("Confidential Information") as strictly confidential. Regardless of form and whether marked, designated, or otherwise identified as "confidential," Contractor shall: (i) not use Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under the Order or these Terms; (ii) not disclose or copy any Confidential Information without the prior written consent of Palm; and (iii) treat Confidential Information with at least the same standard of care that Contractor treats its own information of a similar nature, but with no less than a commercially reasonable standard of care. Palm shall retain the exclusive right, title, and interest in and to all Confidential Information.

17. Intellectual Property. All inventions, designs, drawings, technologies, improvements, processes, copyrights, trademarks, know-how, and intellectual property (collectively, "Intellectual Property") that Contractor creates or develops in connection with the Order belong to Palm. Contractor assigns to Palm all right, title, and interest in and to such Intellectual Property and grants to Palm, as necessary, a perpetual, worldwide, non-exclusive, paid-up, royalty free license to use any other intellectual property incorporated into the Goods.

18. Disclaimer of Damages. PALM DISCLAIMS AND SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL,

INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR PRODUCTION DOWN-TIME, IN CONNECTION WITH THE SERVICES, THE ORDER, OR THESE TERMS, EVEN IF PALM HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

19. Amendment. No amendment or modification of the Order or these Terms will not be valid or binding unless made in writing and signed by an authorized representative of each party.

20. Assignment, Delegation, and Subcontracting. Contractor shall not assign, delegate, or subcontract any portion of its rights or obligations under the Order or these Terms without the prior written consent of Palm, and any attempted assignment, delegation, or subcontracting without such consent will be void. Any request for subcontracting shall include the proposed subcontractor's name, business structure (whether a corporation, partnership, or sole proprietorship), federal employer identification number, address, telephone number, contact person, copies of any required licenses and permits, a description of the portion of the Services to be performed by the proposed subcontractor, and the amount of the proposed subcontract. Approval of subcontractors is within Palm's sole discretion. Any assignment, delegation, or subcontracting with Palm's consent shall not operate to relieve Contractor of performing that portion of the Services in compliance with the Terms herein. Any assignment, delegation, or subcontract shall provide for and require subcontractor to comply with the Terms herein.

21. Governing Law and Arbitration. The Order and these Terms are governed by the laws of the State of Tennessee, without regard to its conflict-of-law principles. Any claim or controversy arising out of the Order or these Terms must be brought exclusively in a court of competent jurisdiction located in Davidson County, Tennessee. Contractor hereby waives any and all defenses that it may have regarding such jurisdiction or venue. Notwithstanding the foregoing, if Contractor exists under the laws of any non-U.S. jurisdiction, then any claim or controversy arising out of or relating to the Order or these Terms will be resolved by a panel of three (3) arbitrators in an arbitration administered by the International Centre for Dispute Resolution (ICDR) in accordance with its International Arbitration Rules in effect at the time the arbitration is initiated. Any such arbitration will take place at the offices of the ICDR in New York, New York, and will be conducted in the English language. Any money awards will be in U.S. dollars. The arbitrators will be empowered to award declaratory and interim relief. The prevailing party will be entitled to recover its reasonable attorney's fees, expenses, and costs as determined in the discretion of the arbitrators. Judgment on any award rendered pursuant to this Section may be entered by any court having jurisdiction thereof or over the relevant party or its assets.

22. Notice. Any notices and other communications hereunder (each, a "Notice") must be in writing and addressed to the parties at the addresses set forth in the Order or otherwise designated in writing. All Notices will be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Order, a Notice is effective only: (i) upon receipt of the receiving party; and (ii) if the party giving Notice has complied with the requirements of this Section.

23. Severability and Waiver. If any provision of the Order or these Terms is deemed to be invalid or unenforceable by a court of competent jurisdiction, then such provision will be severed from the Order or these Terms and have no further impact on the remaining provisions. Any delay or failure to enforce any provision of the Order or these Terms will not constitute a waiver thereof or of any other provision. No waiver is effective unless explicitly set forth in writing and signed by the waiving party.

24. Independent Contractor. Contractor (and subcontractors if applicable) and Palm are independent contracting parties, and nothing in the Order or these Terms will make either party the agent of the other or grant either party any authority to assume or create any obligation on behalf of or in the name of the other.

25. Survival. The following Sections survive the expiration or termination of the Order or these Terms: 9 (Termination for Cause); 10 (Termination for Convenience); 11 (Warranties); 12 (Indemnification); 16 (Confidential Information); 17 (Intellectual Property); 18 (Disclaimer of Damages); and 21 (Governing Law and Arbitration).