

All sales, invoices, quotations and order confirmations, and all forms for placing orders for equipment, supplies, materials, products and/or services, including but not limited to purchase orders, requests for proposal and requests for quotation, are expressly subject to and conditioned on these Sales Terms and Conditions (the "Sales T&C") effective September 3, 2019. Cross Country Infrastructure Services USA, Inc. is hereafter referred to as "CCI" and includes all divisions, subsidiaries and affiliates of CCI. CCI's equipment, supplies, materials, products and/or services are hereafter referred to as "Goods." The purchaser of the Goods from CCI is hereafter referred to as "Buyer." Buyer's orders for Goods, including but not limited to all of Buyer's requests for quotes, purchase orders, order confirmations, order acknowledgments, or any other form (in any media) for placing orders for Goods, are hereafter referred to as an "Order." Any invoice issued by CCI relating to the Goods is hereafter referred to as an "Invoice." The term "Project" means the project identified on the Project Information Sheet, or any project on which the Goods are used or consumed.

1. FORMATION. Buyer's acceptance of and consent to these Sales T&C shall be conclusively presumed from the first to occur of the following: (i) Buyer's execution of a Commercial Credit Application with CCI; (ii) Buyer's execution of any other document containing these Sales T&C; (iii) Buyer's signing and returning CCI's quotation; (iv) Buyer's sending of an Order for any Goods; (v) Buyer's instruction to CCI to ship any Goods; or (vi) Buyer's acceptance of delivery of any Goods. Buyer's Orders, whether written or oral, are subject to CCI's approval of Buyer's credit, and CCI's written acceptance by an authorized representative of CCI ("Accepted Orders"). **ANY PROVISION OF BUYER'S ORDER (OR OTHER DOCUMENTS AND COMMUNICATIONS, WRITTEN OR ORAL) WHICH IS IN ANY WAY INCONSISTENT WITH OR IN ADDITION TO THESE SALES T&C IS NOT BINDING ON CCI AND IS HEREBY REJECTED, NOTWITHSTANDING ANY PRIOR TRANSACTIONS OR COURSE OF DEALING BETWEEN CCI AND BUYER. CCI OBJECTS TO AND REJECTS ANY TERMS BETWEEN BUYER AND ANY OTHER PARTY, AND NO SUCH TERMS, INCLUDING BUT NOT LIMITED TO ANY GOVERNMENT REGULATIONS OR "FLOWDOWN" TERMS, SHALL BE A PART OF OR INCORPORATED INTO ANY ORDER FROM BUYER TO CCI, OR ANY CONTRACT (HEREINAFTER DEFINED) UNLESS AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF CCI.**

2. AGREEMENT. These Sales T&C, the Project Information Sheet, and each Accepted Order along with any corresponding written quote submitted by CCI to Buyer ("Quote"), written order acknowledgement issued by CCI to Buyer ("Acknowledgement"), and change orders agreed to in writing by CCI ("Change Order"), are collectively referred to herein as a "Contract." The date of each Contract is the date of CCI's written acceptance of an Order. A Contract is the entire agreement between CCI and Buyer relating to the Goods contained therein and supersedes all prior oral and written negotiations and agreements for the Goods.

3. PROJECT INFORMATION, GUARANTY AND JOINT CHECKS.

3.1 PROJECT INFORMATION. In the event the Goods are purchased for use in or on a real property construction project of

any kind or character including commercial, residential, mineral and whether public or private (the "Project"), upon placing an Order, Buyer will additionally fully complete and execute a Project Information Sheet providing CCI with the information requested therein along with a copy of its agreement with the owner of the Project, the general contractor on the Project, or subcontractor on the Project, as applicable. Buyer consents to CCI contacting the owner and/or the general contractor of the Project regarding information related to the Project as well as Goods and amounts thereof purchased by Buyer from CCI, even if such amounts are not yet due CCI.

3.2 GUARANTY AND JOINT CHECKS. In CCI's sole discretion, CCI may require: (a) a guaranty by one or more persons or entities of Buyer's obligations under this Contract, in the form required by CCI; and/or (b) a written agreement (in form and substance acceptable to CCI) between the Buyer, CCI and the owner of a Project, general contractor on a Project, or Buyer's direct upstream contractor on a Project, as applicable, to issue joint checks payable to Buyer and CCI for the amounts due CCI for the use of CCI's Goods on the Project and Buyer agrees to appoint CCI as Buyer's attorney in fact to sign any joint check issued. Failure to fully comply with (a) or (b) is a default under the Contract. CCI's election to require a joint check does not relieve Buyer of its obligation of timely payment.

4. CANCELLATION OR RESCHEDULING BY BUYER. Buyer's cancellation or rescheduling a shipping date of all or any part of any Contract is subject to CCI's prior written consent in each instance. If cancellation or rescheduling is allowed, Buyer agrees to pay CCI all expenses incurred and a 15% restocking fee for cancelled Goods.

5. TERMINATION BY CCI. In addition to any other remedies CCI may have, CCI may terminate a Contract, or any portion thereof, with immediate effect upon 5 days written notice to Buyer.

6. PRICES, TAXES AND FEES. All prices are in U.S. Dollars. Buyer agrees to pay CCI's designated prices for the Goods and prices are subject to change without notice, except that prices on Quotes and Accepted Orders are firm for a period of thirty (30) days from the date of the quote or acceptance of the Order. All

prices quoted are exclusive of all shipping, delivery, freight, transportation, packaging and handling charges (collectively "Transportation Charges") and Taxes (hereinafter defined) and Buyer will be solely responsible for the payment of all Transportation Charges and, to the maximum extent permitted by applicable law, the payment of all Taxes. "Taxes" are all federal state, local and foreign value-added, excise, sales, use, property and similar taxes, export and import licenses and duties, custom fees and duties, and all other mandatory payments to government agencies of whatever kind, levied in respect to the Goods sold to Buyer by CCI (all of the foregoing collectively referred to as "Taxes"), except for taxes levied on CCI's net income. If CCI incurs Transportation Charges or Taxes, CCI will invoice Buyer for such amount(s).

7. PAYMENT. CCI will invoice Buyer for all amounts to be paid by Buyer under a Contract all of which are due and payable in accordance with this Section 7.

7.1 DUE. Invoices are due thirty (30) days after the date of the Invoice so long as Buyer's Credit Account (as that term is defined in the Credit Application and Account Terms and Conditions) is (i) in effect, (ii) not on hold, and (iii) Buyer has not exceeded, and the Contract will not cause Buyer to exceed, its credit limit on such Credit Account. Otherwise, including in the event Buyer does not have a Credit Account, all Invoices are due and payable in accordance with the Payment in Advance Subsection 7.2.

7.2 PAYMENT IN ADVANCE. All amounts to be paid under a Contract that are calculable in advance (the "Advance Payment") shall be due and payable in advance at the office of CCI at such intervals and in such amounts as determined by CCI. Payment of the first Advance Payment shall be made prior to delivery. Invoices for all other amounts due under a Contract shall be due on receipt of the Invoice.

7.3 PLACE AND MANNER OF PAYMENT. Payments shall be made in accordance with CCI's then current payment methods ("Payment Methods") which CCI reserves the right, at its sole discretion, to change from time to time. Certain forms of payment may incur additional charges. It is Buyer's responsibility to contact CCI for its current Payment Methods and associated charges.

7.4 INTEREST. All invoices outstanding after thirty (30) calendar days from the date due may be charged interest beginning on that date at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less, calculated on the basis of a 360-day year consisting of 12 30-day months, i.e., 1.5% per month.

7.5 APPLICATION OF PAYMENTS. To the maximum extent allowed by law, all payments made by Buyer may be applied at the sole discretion of CCI against any accrued interest or open invoices notwithstanding any direction of the Buyer.

7.6 CREDIT CARD AND WIRE TRANSFER PAYMENTS. In the event CCI's Payment Methods include credit card and wire transfer payments, the following will apply:

a. CREDIT CARD SURCHARGE. To the maximum extent permitted by applicable law, CCI may elect to begin imposing a

surcharge on credit card payments in accordance with this Section. Such surcharge imposed may be up to the maximum amount permitted by the credit card brand rules and applicable law not to exceed four percent (4%) of the transaction amount on Visa, Mastercard, American Express, and Discover credit card products, which amount will not be greater than CCI's cost of acceptance (the "Surcharge"). CCI does not surcharge Visa debit cards, Mastercard debit cards or other debit cards. Buyer is responsible for, and will be charged at the time of the credit card authorization, the Surcharge. CCI will inform Buyer of the Surcharge percentage and amount prior to obtaining authorization. It is the intention of the parties to comply with state and federal laws related to credit card surcharges; accordingly, it is agreed that, notwithstanding any provision to the contrary in this Agreement, no such provision shall require the payment or permit the collection of a Surcharge in excess of the maximum permitted by law. If any excess Surcharge is charged, paid, provided for, or shall be adjudicated to be so provided for, in this Agreement, then in such event (i) neither Buyer nor Buyer's heirs, legal representatives, successors, or assigns, or any other party liable for the payment hereof, shall be obligated to pay the amount of such Surcharge to the extent that it is in excess of the maximum amount permitted by law, and (ii) any such excess which may have been collected shall be refunded to Buyer.

b. WIRE TRANSFERS. FOR payments made by wire transfer, Buyer will be charged all wire transfer fees incurred by CCI associated with the payment and will be responsible for adding such amount to the amount of the payment being wire transferred. It is Buyer's responsibility to request the current wire transfer fee from CCI prior to making a wire transfer payment.

7.7 NO WAIVER OR ACCORD AND SATISFACTION. Acceptance by CCI of any partial payment tendered by Buyer is not intended as any waiver by CCI to collect the full amount due and owing under an invoice. All payments by Buyer shall be treated as payments on account. CCI may accept Buyer's late payment or any partial payment of any amount CCI claims is due under this Contract without prejudice to CCI's rights to exercise all rights and remedies for late payment or partial payment and/or to pursue and collect the balance due. To the maximum extent permitted by applicable law, no endorsement or other statement on any check or accompanying notice (including such words as under protest, full satisfaction, or with full reservation of rights or words with similar import) shall be construed to create an accord and satisfaction or otherwise compromise the amount CCI claims is due or any other right or remedy of CCI hereunder. CCI may accept such check or payment without prejudice to CCI's right to recover the balance due or to pursue any other remedy of CCI under this Contract. Notwithstanding the foregoing, **ALL COMMUNICATIONS CONCERNING DISPUTED DEBTS, INCLUDING AN INSTRUMENT TENDERED AS FULL SATISFACTION OF A DEBT, MUST BE SENT TO: ACCOUNTS RECEIVABLE MANAGER, CROSS COUNTRY**

INFRASTRUCTURE SERVICES USA, INC., 2251 RIFLE STREET, AURORA, COLORADO 80011.

7.8 NO RETAINAGE OR CONTINGENCY. Retainage shall not apply, and Buyer shall not hold back any retainage from CCI, even if retainage is part of any contract between Buyer and any other party. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. There will be no backcharges against CCI's invoices. Any disputes between Buyer and any subcontractor, general contractor or owner shall have no impact on the prompt payment to CCI.

7.9 FINAL AUDIT. BUYER UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. Buyer authorizes any credits or additional charges CCI determines to be due under a Contract.

7.10 DIRECT BILL. If Buyer directs CCI to send Invoices to a third party for payment, Buyer understands and agrees that any such billing by CCI is done as a courtesy to Buyer and does not relieve Buyer of any obligations for payment or otherwise. Further, if Buyer so directs CCI, Buyer represents that it is authorized by the third party to give such direction to CCI. Notwithstanding such direct billing, Buyer remains responsible for payment when due of all amounts to be paid under a Contract.

8. DELIVERY; SHIPPING. All Goods will be delivered ExWorks CCI's premises (INCOTERMS 2010) or other location designated in writing by CCI. Scheduled dates of delivery are estimates of approximate dates of delivery, not a guaranty of a particular date of delivery, and CCI will not be subject to liability for failure to deliver on or before such date under any circumstances. CCI reserves the right to make partial delivery of Goods, and Invoices will be issued accordingly. Buyer may not reject a delivery by reason of partial shipment. Buyer will arrange for carrier and transport of the Goods at Buyer's expense within three (3) days of CCI's notice that the Goods have been delivered. Each delivery will be invoiced separately. Buyer is responsible, at Buyer's sole cost and expense, for obtaining any import licenses and other consents required.

9. TITLE AND RISK OF LOSS OR DAMAGE. Title passes to Buyer upon delivery of the Goods and Buyer shall assume all risk of loss or damage with respect to the Goods upon delivery. Buyer hereby grants, and CCI hereby reserves, a purchase money security interest in and to all of the right, title and interest of Buyer in each Good purchased, the proceeds, insurance proceeds and products thereof, including all accessions, appurtenances and additions to and substitutes for any of the foregoing, together with all renewals and replacements of any of the foregoing. Payment in full in good and indefeasible funds of the purchase price of any Good purchased hereunder shall release the security interest on that Good. CCI may allocate, in its sole discretion, any partial payment on an Invoice to any Good on that Invoice. Claims for Goods damaged, lost, or delayed in transit are Buyer's sole responsibility.

10. INSPECTION; ACCEPTANCE; RETURN OF GOODS. Except for Goods sold with a Bill of Sale, Buyer shall have 24 hours to

inspect the Goods from the date of Buyer's receipt of the Goods from the carrier (the "Inspection Period") to determine whether the Goods: (i) conform to the Contract or (ii) are damaged (other than as a result of transport), visibly defective or otherwise nonconforming. Buyer must assert any claim for the foregoing within the Inspection Period by furnishing CCI with detailed written information of such damage, nonconformance or defect. In CCI's sole discretion CCI may (i) replace (not including labor) the specific Goods and deliver to Buyer free of charge to the same location of original shipment; or (ii) a refund or credit to Buyer of the purchase price for the specific Goods (without interest). In the event inspection and notice of rejection are not made within the Inspection Period, Buyer shall be deemed to have accepted the Goods. No returns can be made without the prior written authorization of CCI. All returns are subject to inspection and acceptance by CCI. All returns shall be in accordance with CCI's specific shipping instructions. When returns are accepted, they are subject to a handling and re-inspecting charge to be determined by CCI.

11. LIMITED WARRANTY AND WARRANTY DISCLAIMER.

11.1 NO SECURITY INTERESTS OR LIENS. CCI warrants that all Goods sold are, upon payment in full in good and indefeasible funds by Buyer of the Goods, free and clear of any security interests or liens and Buyer's sole and exclusive remedy for breach is the termination of any security interests or liens.

11.2 GOODS MANUFACTURED BY THIRD PARTIES. PRODUCTS MANUFACTURED BY THIRD PARTIES ARE SOLD ON AN "AS-IS" BASIS WITHOUT WARRANTY BY CCI OF ANY KIND, EITHER EXPRESS OR IMPLIED. CCI will pass through to Buyer, to the extent available, any manufacturer's written warranties associated with such Goods.

11.3 AS-IS AND WARRANTY DISCLAIMER. All Goods are sold "As-Is" with no warranty. **OTHER THAN THE WARRANTIES CONTAINED IN 11.1, CCI MAKES NO WARRANTIES WRITTEN OR ORAL, EXPRESS, IMPLIED OR BY STATUTE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

12. LIMITATION OF LIABILITY. CCI's maximum aggregate liability for any and all losses, liabilities, expenses (including attorney's fees and legal expenses), damages, claims or actions incurred under or in connection with any Good, Contract, or Invoice arising in or by virtue of breach of contract, tort (including negligence), misrepresentation, breach of statutory duty, strict liability, product liability, infringement of intellectual property rights or otherwise, shall in no circumstances exceed a sum equal to the total price of the Good giving rise to the Claim. **BUYER WAIVES ANY RIGHT TO ANY REMEDIES OTHERWISE AVAILABLE AT LAW OR IN EQUITY OTHER THAN THOSE EXPRESSLY STATED IN THIS SECTION 12. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CCI BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING WITHOUT**

LIMITATION BUSINESS INTERRUPTION, LOSS OF REVENUES OR PROFITS, INJURY TO REPUTATION, OR LOSS OF CUSTOMERS, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, BREACH OF STATUTORY DUTY, STRICT LIABILITY, PRODUCT LIABILITY, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHT OR OTHERWISE EVEN IF CCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THE TERMS OF THIS SECTION 12, OR ANY PART THEREOF, SHALL BE HELD INVALID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, CCI'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH ANY GOOD, CONTRACT, OR INVOICE SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOOD GIVING RISE TO THE CLAIM.

13. INDEMNIFICATION. BUYER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CCI, ITS PARENT, SUBSIDIARIES AND AFFILIATED COMPANIES, AND THE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES AND AGENTS OF EACH, FROM ALL CLAIMS, LOSSES, DEMANDS, LIABILITIES, ACTIONS, DAMAGES, SETTLEMENTS, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION PENALTIES, INTEREST AND ATTORNEYS' FEES) IN ANY WAY ARISING OUT OF OR RELATED TO ANY ACTUAL OR ALLEGED: (I) BREACH BY BUYER OF ANY PROVISIONS OF THE CONTRACT; (II) MODIFICATION, ALTERATION, ADAPTATION OR USE OF THE GOODS; AND (III) ACTS, REPRESENTATIONS OR OMISSIONS OF BUYER RELATED TO BUYER'S SALE OF THE GOODS, USE OF THE GOODS OR INCORPORATION OF THE GOODS INTO A PRODUCT OR PART THEREOF. CCI shall have the right to control the defense of any such claims, including, without limitation, the authority to settle any claim.

14. CHOICE OF LAW. The Contract, and the rights and duties of the parties hereunder shall be governed by and shall be construed in accordance with the laws of the State of Colorado.

15. CHOICE OF VENUE. The Contract is performable in Aurora, Arapahoe County, Colorado. All sums payable by Buyer to CCI are due and payable to CCI in its offices in Aurora, Arapahoe County, Colorado. BUYER CONSENTS TO JURISDICTION IN ARAPAHOE COUNTY, COLORADO AND AGREES THAT ALL DISPUTES, CONTROVERSIES, OR CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE LITIGATED IN STATE COURTS OF COMPETENT JURISDICTION IN ARAPAHOE COUNTY, COLORADO.

16. ATTORNEY'S FEES. Buyer shall pay all costs and expenses incurred by CCI in enforcing CCI's rights hereunder, including, without limitation, CCI's reasonable attorney's fees and expenses, expert fees, and court costs.

17. FORCE MAJEURE. CCI shall not be liable for any failure to perform in accordance with any Contract, including any failure or delay in shipping the Goods, if such failure or delay is due to any war, embargo, riot, terrorism, theft, fire, flood, accident, weather, mill condition, strike or other labor difficulty, an act of Buyer, an act of God, an act of a governmental authority, or any other cause beyond the reasonable control of CCI.

18. INTELLECTUAL PROPERTY. Buyer acknowledges CCI's exclusive ownership of all of CCI's logos, service marks, trademarks, patents, trade dress, trade names, copyrights, trade secrets and all other intellectual property rights, including those in connection with the packaging, display and distribution of the Goods, and Buyer waives, relinquishes and surrenders any claims to such intellectual property rights and will insure that there will be no copying, use, disclosure, appropriation or abuse of such intellectual property rights.

19. AMENDMENT. A Contract may be amended or modified only in writing executed by the parties hereto. No amendment or modification of the Contract shall be binding upon CCI unless such modification is in writing signed by a duly authorized representative of CCI.

20. ASSIGNMENT. Buyer may not assign or otherwise transfer any Invoice or Contract or any interest or right herein or therein without CCI's prior written consent. Any assignment without such consent shall be null and void.

21. WAIVER. No term or provision of the Contract will be considered waived by CCI, and no breach excused by CCI, unless such waiver or consent is in writing signed on behalf of CCI. Further, no delay by CCI in exercising its rights under a Contract shall operate as, or be construed to be, a waiver of any breach. No consent by CCI to, or waiver of, a breach will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.

22. SEVERABILITY. If any provision of the Contract is held to be invalid, illegal, void or for any reason unenforceable by a court of competent jurisdiction, then the provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions of the Contract, and such court shall replace such invalid or unenforceable provision with a valid provision, which shall, to the utmost possible extent, correspond to the legal and economic contents of the invalid or unenforceable provision.

23. SUCCESSORS. Each Contract shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

24. NOTICE. Any notice appropriate or required pursuant to a Contract shall be in writing, and delivered by certified mail, fax or email, and shall be effective upon receipt thereof. Said notice shall be sent as follows: (i) if to CCI, Cross Country Infrastructure Services USA, Inc., 2251 Rifle Street, Aurora, Colorado 80011; (ii) if to Buyer at the address shown on Buyer's Order or other written document, or to the main office of Buyer, or any other place held out by Buyer for the receipt of notice.

25. ELECTRONIC COMMUNICATION, PRIVACY POLICY. Buyer expressly consents and agrees to CCI, its subsidiaries, affiliates, agents and service providers using written, electronic or verbal means to contact the Company. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. Company agrees that CCI, its subsidiaries, affiliates, agents and service providers may do so using any e-mail address or any telephone numbers provided in connection with a Contract or otherwise by the undersigned, or provided in the future, including a number for a cellular phone or other wireless device, regardless of whether the Company or Guarantor incurs charges as a result. CCI's Privacy Policy regarding information it collects and the use of the that information is located at:

www.crosscountryis.com/pdf/privacypolicy.pdf

26. ACCESS. Cross Country Infrastructure Services USA, Inc.'s terms may be accessed at the following:

26.1 SALES TERMS AND CONDITIONS:

www.crosscountryis.com/pdf/salestermsandconditions.pdf

26.2 CREDIT APPLICATION AND ACCOUNT TERMS AND CONDITIONS:

www.crosscountryis.com/pdf/credittermsandconditions.pdf

26.3 PRIVACY POLICY:

www.crosscountryis.com/pdf/privacypolicy.pdf

END OF SALES TERMS AND CONDITIONS