

Carver Construction Subcontractor Terms and Conditions

Effective Date: January 2026

These Carver Construction Subcontractor Terms and Conditions (these **Terms**) apply to and are incorporated into each subcontract, purchase order, work order, letter of award, rate sheet, quote acceptance, field work authorization, service authorization, task order, or other written or electronic instruction issued by Carver Construction, Inc. or any applicable affiliate identified in the applicable ordering document (**Carver**) to the subcontractor, hauler, trucker, supplier of labor, equipment provider, specialty trade contractor, consultant, service provider, or other party performing Work for Carver (**Subcontractor**). The ordering document together with these Terms, all exhibits, and all documents incorporated by reference form the **Subcontract**.

Subcontractor accepts the Subcontract by signing it, acknowledging it by email or other electronic means, commencing any part of the Work, furnishing labor, materials, equipment, tools, services, transportation, supervision, or professional input in connection with the Work, entering the Project site for purposes related to the Work, submitting an invoice, requesting payment, or otherwise acting in a manner consistent with acceptance.

1. Definitions

For purposes of the Subcontract:

1.1 Affiliate means any entity controlling, controlled by, or under common control with Carver.

1.2 Contract Documents means, collectively, the ordering document, these Terms, all exhibits, the plans, drawings, specifications, schedules, addenda, approved submittals, written clarifications, written directives, and any Prime Contract documents incorporated by reference.

1.3 Owner means the project owner, customer, upper-tier contractor, construction manager, governmental authority, or other party for whose benefit the Project is being performed.

1.4 Prime Contract means the contract between Carver and the Owner or between an upper-tier contractor and Carver, as applicable to the Project.

1.5 Project means the construction project, public works project, hauling assignment, specialty work, maintenance scope, emergency response work, or other undertaking identified in the applicable ordering document.

1.6 Work means all labor, supervision, management, services, hauling, trucking, transportation, equipment, tools, temporary works, materials, consumables, professional input, deliverables, reports, testing, cleanup, closeout items, warranties,

and all other obligations required by the Contract Documents or reasonably inferable for proper completion of the subcontract scope.

1.7 Laws means all applicable federal, state, provincial, local, municipal, and other laws, statutes, ordinances, codes, rules, regulations, orders, decrees, permits, and requirements of any governmental authority having jurisdiction.

2. Order of Precedence

If there is any inconsistency among the Contract Documents, the following order of precedence applies unless the applicable ordering document expressly states otherwise:

1. executed amendment or change order signed by Carver;
2. the applicable ordering document and any project-specific special conditions;
3. any project-specific exhibits or riders;
4. applicable plans, drawings, specifications, and other project requirements;
5. applicable Prime Contract provisions properly incorporated by reference;
6. these Terms.

Specific provisions take precedence over general provisions. Handwritten or typed project-specific additions approved by Carver take precedence over preprinted language. No statement by any field personnel shall modify the Subcontract unless confirmed in writing by an authorized representative of Carver.

3. Scope of Work

3.1 Complete Scope. Subcontractor shall furnish and perform all Work necessary for a complete, code-compliant, timely, and workmanlike performance of its subcontract scope, whether or not every item is specifically mentioned, provided such item is reasonably inferable from the Contract Documents, industry practice, or the intended function of the Work.

3.2 Means and Methods. Except to the extent the Contract Documents expressly require otherwise, Subcontractor shall control and be solely responsible for its own means, methods, techniques, sequences, procedures, coordination of its lower-tier subcontractors and suppliers, and safety precautions associated with its Work.

3.3 Site Familiarity. Subcontractor represents that it has reviewed the Contract Documents, familiarized itself with the Project site and surrounding conditions, and satisfied itself as to all conditions affecting the Work, including access, laydown, traffic, haul routes, utilities, working hours, restrictions, weather, and coordination requirements.

3.4 Independent Contractor. Subcontractor is an independent contractor and not an employee, agent, partner, or joint venturer of Carver.

4. Incorporation of Prime Contract; Flow-Down

4.1 Flow-Down. To the extent the Work relates to a Project governed by a Prime Contract, Subcontractor assumes toward Carver all obligations and responsibilities that Carver assumes toward the Owner under the Prime Contract, but only to the extent such obligations and responsibilities relate to the subcontract scope, are reasonably applicable to Subcontractor's Work, and are not inconsistent with the express terms of the Subcontract.

4.2 Benefit of Prime Contract Protections. Carver shall have the benefit of all rights, remedies, discretion, limitations, defenses, and protections afforded to the Owner or upper-tier contractor under the Prime Contract insofar as applicable to Subcontractor's Work.

4.3 Availability. Prime Contract provisions incorporated by reference shall be deemed made available if provided electronically, linked in the ordering document, made available for inspection, or otherwise reasonably identified by Carver.

4.4 Public Work. On public or quasi-public Projects, Subcontractor shall comply strictly with all bidding, wage, payroll, labor, recordkeeping, compliance, notice, claims, and certification requirements applicable to the Work.

5. Contract Sum and Payment

5.1 Pricing. The subcontract price may be lump sum, unit price, time and materials, not-to-exceed, or rate-based, as stated in the applicable ordering document. Unless expressly stated otherwise, the subcontract price includes all labor, supervision, overhead, profit, tools, small equipment, consumables, transportation, taxes (except sales/use taxes expressly assumed by Carver), insurance, permits customarily borne by Subcontractor, compliance costs, mobilization, demobilization, cleanup, and all incidental costs necessary to complete the Work.

5.2 Condition Precedent to Payment. As a material condition precedent to any payment obligation, Subcontractor shall timely submit a proper invoice and all required backup, including without limitation daily reports, tickets, quantities, certified payroll, waivers, releases, insurance documents, closeout materials, and any other documentation reasonably requested by Carver.

5.3 Time for Payment. Subject to the Contract Documents, Carver shall pay undisputed amounts properly due within a commercially reasonable period after receipt of a proper invoice and required backup, less any permitted retainage, setoff, backcharge, hold, withholding, or other deductions authorized by the Subcontract or Law.

5.4 Right to Withhold. Carver may withhold or nullify all or part of any payment to protect Carver from actual or potential loss, cost, claim, lien, delay, default, defective Work, missing documentation, safety violation, overbilling, lower-tier nonpayment, uninsured exposure, or other breach by Subcontractor.

5.5 No Payment for Disputed or Unauthorized Work. Carver shall have no obligation to pay for Work that is defective, incomplete, disputed in good faith, outside the subcontract scope, or not properly authorized in writing.

5.6 Retainage. Carver may retain from each payment an amount equal to the retainage withheld from Carver upstream, if any, or such other retainage amount stated in the ordering document or reasonably necessary to protect Carver's interests.

5.7 Lower-Tier Payments. Subcontractor shall promptly pay its employees, suppliers, lower-tier subcontractors, truckers, and other downstream parties. Carver may require evidence of such payment as a condition to further payment.

5.8 No Accord and Satisfaction. No endorsement language on any invoice, lien waiver, or payment instrument, and no acceptance of partial payment, shall constitute an accord and satisfaction or waiver by Carver unless Carver expressly agrees in a signed writing.

6. Invoices, Tickets, and Records

6.1 Invoice Requirements. Invoices shall be submitted in the form and with the detail required by Carver, including job number, Project name, period covered, quantities, approved rates, backup tickets, and such other support as Carver may require.

6.2 Tickets and Time Records. Daily tickets, field tags, load slips, truck logs, time sheets, foreman reports, or similar records must be signed or acknowledged by Carver's field representative when required by Carver; however, such acknowledgment confirms only that personnel, equipment, or materials were present or reported and does not constitute acceptance of price, quantity, changed Work, delay claim, extra work, or entitlement.

6.3 Audit Rights. Subcontractor shall maintain complete, accurate, and contemporaneous records relating to the Work for not less than six years after final payment, or longer if required by the Prime Contract or Law. Carver and its representatives may inspect, audit, and copy such records upon reasonable notice.

7. Changes, Extras, and Claims

7.1 Written Authorization Required. Subcontractor shall not perform changed Work, extra Work, acceleration, standby, remobilization, resequenced Work, force account Work, or any other Work for which additional compensation or time may be claimed unless Carver expressly authorizes the same in writing.

7.2 Immediate Notice. If Subcontractor believes that any directive, condition, event, interference, omission, discrepancy, or circumstance may entitle it to additional compensation or time, Subcontractor shall provide written notice to Carver

immediately and in any event within the shortest time required under the Prime Contract or applicable Contract Documents, and if none is stated, within three business days after first becoming aware of the matter.

7.3 Content of Notice. Notice shall identify the factual basis, date of occurrence, portions of the Work affected, anticipated cost and schedule impact, supporting records available, and the relief sought.

7.4 Continued Performance. Pending resolution of any issue, Subcontractor shall continue performance unless Carver directs otherwise in writing.

7.5 Strict Compliance. Compliance with notice, documentation, segregation, and pass-through requirements is a material condition precedent to any subcontractor claim for extra compensation, time, or other relief.

7.6 Limited Recovery. To the fullest extent permitted by Law, Subcontractor shall have no claim against Carver for delay, disruption, inefficiency, acceleration, resequencing, stacking of trades, interference, lost productivity, home office overhead, consequential damages, or similar impacts except to the extent Carver actually recovers such amounts upstream on account of Subcontractor's properly preserved pass-through claim, or Carver expressly agrees otherwise in writing.

8. Schedule; Time of Performance

8.1 Time Is of the Essence. Time is of the essence with respect to Subcontractor's performance.

8.2 Progress. Subcontractor shall prosecute the Work diligently, in accordance with Carver's schedule as revised from time to time, and in such manner as not to delay or interfere with Carver, the Owner, or other trades.

8.3 Coordination. Subcontractor shall coordinate its Work with Carver and all other parties on the Project and shall participate in scheduling, planning, and coordination meetings as reasonably requested.

8.4 Recovery Efforts. If Subcontractor falls behind schedule, Carver may direct Subcontractor to increase manpower, equipment, shifts, supervision, trucking capacity, haul frequency, or other resources, at Subcontractor's cost, to recover schedule, unless the delay is solely caused by Carver and Carver expressly agrees otherwise in writing.

8.5 No Independent Extension. Subcontractor shall not be entitled to any extension of time except to the extent Carver receives a corresponding extension upstream or otherwise expressly approves an extension in writing.

9. Labor, Supervision, and Personnel

9.1 Competent Personnel. Subcontractor shall furnish a sufficient number of qualified, skilled, properly licensed, and competent personnel to perform the Work.

9.2 Supervision. Subcontractor shall maintain competent on-site supervision at all times during performance of the Work and shall designate a responsible representative authorized to receive directions and bind Subcontractor operationally.

9.3 Removal. Carver may require removal from the Project of any employee, driver, operator, foreman, or representative of Subcontractor for safety, performance, misconduct, noncompliance, or other reasonable cause. Subcontractor shall promptly replace such individual at no cost to Carver.

10. Lower-Tier Subcontractors and Assignment

10.1 No Assignment. Subcontractor shall not assign the Subcontract or any payment rights without Carver's prior written consent.

10.2 No Further Subcontracting Without Consent. Subcontractor shall not further subcontract any portion of the Work without Carver's prior written consent.

10.3 Responsibility for Lower Tiers. If Carver consents to lower-tier subcontracting, Subcontractor shall remain fully responsible for all acts, omissions, defaults, compliance, safety, and payment obligations of its lower-tier subcontractors, suppliers, truckers, and vendors, and shall bind them to terms at least as protective of Carver as these Terms.

11. Materials, Equipment, and Title

11.1 Conforming Goods. All materials, supplies, fabricated items, and equipment furnished by Subcontractor shall be new unless otherwise expressly approved, fit for intended purpose, and in strict conformance with the Contract Documents.

11.2 Title. Title to materials and equipment incorporated into the Work or paid for by Carver shall pass to Carver or the Owner, as applicable, free and clear of all liens, claims, security interests, and encumbrances.

11.3 Equipment. All equipment used by Subcontractor shall be in safe operating condition, suitable for the Work, properly maintained, and operated only by properly trained and authorized personnel.

12. Safety and Site Conduct

12.1 Compliance. Subcontractor shall comply with all applicable safety Laws, Project safety plans, site rules, environmental requirements, traffic control requirements, trucking and hauling rules, and all lawful directions of Carver relating to site safety and coordination.

12.2 Responsibility for Safety of Means and Methods. Subcontractor is solely responsible for the safety of its own Work, means, methods, personnel, equipment, vehicles, tools, and lower-tier parties.

12.3 Incident Reporting. Subcontractor shall immediately report all incidents, near misses, injuries, spills, releases, property damage, utility strikes, traffic incidents, citations, and governmental inquiries related to the Work.

12.4 Carver's Rights. Carver may stop or suspend Subcontractor's Work, remove unsafe personnel or equipment, or require corrective measures where Carver reasonably determines that unsafe conditions exist. Such action shall not relieve Subcontractor of responsibility and shall not entitle Subcontractor to additional compensation.

12.5 Substance Policies and Site Discipline. Subcontractor shall comply with all applicable drug, alcohol, harassment, misconduct, security, badging, access control, and site discipline requirements.

13. Hauling, Trucking, and Transport-Specific Obligations

If any portion of the Work includes hauling, trucking, transport, spoil removal, aggregate delivery, off-road hauling, dump work, material transfer, or use of commercial motor vehicles, the following apply in addition to all other Terms:

13.1 Compliance. Subcontractor shall comply with all applicable DOT, FMCSA, state transportation, weight, route, permitting, registration, licensing, inspection, and load securement requirements.

13.2 Drivers and Operators. All drivers and operators shall be duly licensed, qualified, medically certified if required, and trained for the vehicles and loads involved.

13.3 Load Responsibility. Unless Carver expressly assumes loading responsibility in writing, Subcontractor is responsible for safe loading, securement, transport, tarping, route compliance, lawful operation, spill prevention, and lawful dumping or delivery.

13.4 Road and Property Damage. Subcontractor shall be responsible for all damage, spills, tracking, contamination, runoff, and cleanup arising from its vehicles, loads, routes, dumping, or transport operations.

13.5 Ticketing. Weight tickets, delivery tickets, trip tickets, disposal manifests, and other haul documentation shall be complete, contemporaneous, and submitted as required by Carver.

14. Quality; Inspection; Defective Work

14.1 Standard of Performance. Subcontractor shall perform the Work in a good and workmanlike manner, consistent with the highest standards applicable to the trade and Project requirements.

14.2 Inspection. Carver, the Owner, and governmental authorities may inspect the Work at any time. Inspection, testing, review, payment, or use shall not relieve Subcontractor of responsibility for defective or nonconforming Work.

14.3 Correction. Subcontractor shall promptly remove and replace or correct defective, nonconforming, rejected, or damaged Work at its sole cost.

14.4 Self-Help. If Subcontractor fails to cure promptly after notice, or in an emergency, Carver may correct the problem itself or through others and backcharge all resulting costs to Subcontractor.

15. Warranties

15.1 General Warranty. Subcontractor warrants that all Work shall be free from defects in workmanship and materials, performed in accordance with the Contract Documents, fit for intended purpose where design or selection responsibility is assumed by Subcontractor, and free from liens and claims.

15.2 Warranty Period. Unless a longer period is required by the Contract Documents or Law, the warranty period shall be one year from the later of final completion of the Project, acceptance of the Work, or correction of the relevant item.

15.3 Pass-Through Warranties. Subcontractor assigns to Carver and the Owner all manufacturer, supplier, and lower-tier warranties relating to the Work.

16. Compliance with Laws

16.1 General. Subcontractor shall comply with all Laws applicable to the Work, including labor, employment, wage, hour, tax, licensing, transportation, safety, environmental, anti-discrimination, immigration, public work, and recordkeeping Laws.

16.2 Prevailing Wage and Public Work. On public works or other jobs where prevailing wage, certified payroll, apprenticeship, labor compliance, or similar requirements apply, Subcontractor shall comply strictly with all such obligations and shall indemnify Carver for all resulting claims, penalties, interest, back wages, and costs arising from Subcontractor's noncompliance.

16.3 Permits and Approvals. Subcontractor shall obtain and maintain all permits, licenses, and approvals required for its own operations unless the Contract Documents expressly assign the same to Carver.

17. Environmental Obligations

17.1 Environmental Compliance. Subcontractor shall comply with all environmental Laws and Project environmental requirements.

17.2 Hazardous Materials. Subcontractor shall not bring hazardous substances onto the Project except as necessary for the Work and then only in compliance with all Laws, proper labeling, storage, handling, transport, and disposal requirements.

17.3 Releases. Subcontractor shall be responsible for any spill, release, discharge, or contamination caused by or arising out of its Work, personnel, vehicles, or equipment, and shall promptly report, contain, remediate, and bear all related cost and liability.

18. Indemnity

To the fullest extent permitted by Law, Subcontractor shall defend, indemnify, and hold harmless Carver, its Affiliates, and their respective officers, directors, members, managers, employees, agents, customers, and representatives, and where required by the Contract Documents the Owner and other upstream indemnities, from and against all claims, demands, suits, causes of action, damages, losses, liabilities, fines, penalties, judgments, costs, and expenses, including attorneys' fees and professional fees, arising out of, relating to, or resulting from the Work, but only to the extent caused by the negligent acts or omissions, breach of contract, statutory violation, willful misconduct, or other fault of Subcontractor or anyone for whom Subcontractor is responsible, or by any claim for bodily injury, sickness, disease, death, property damage, lien, wage claim, lower-tier payment claim, transportation incident, spill, environmental harm, or infringement attributable to Subcontractor or its Work. To the extent required by applicable anti-indemnity Law, this provision shall be construed and enforced only to the maximum extent permitted by Law.

19. Insurance

19.1 Required Coverage. Before commencing any Work, and thereafter throughout performance of the Work and any applicable warranty period where commercially appropriate, Subcontractor shall procure and maintain insurance in types and amounts acceptable to Carver for the Work involved, which may include without limitation commercial general liability, automobile liability, workers' compensation, employer's liability, umbrella or excess liability, pollution liability, professional liability, railroad protective liability, marine coverage, inland marine, installation floater, and any other coverage required by the Contract Documents.

19.2 Evidence of Insurance. Subcontractor shall furnish certificates of insurance, required endorsements, policy information, and such other evidence as Carver requests. Carver may reject nonconforming coverage.

19.3 Additional Insureds. Where required by Carver, Subcontractor shall name Carver and such other parties as Carver designates as additional insureds on a primary and noncontributory basis for ongoing and completed operations to the extent commercially available and permitted by Law.

19.4 No Limitation. Insurance requirements do not limit Subcontractor's liability.

19.5 Failure to Maintain Insurance. If Subcontractor fails to maintain required insurance, Carver may procure such insurance at Subcontractor's expense, suspend the Work, or terminate the Subcontract.

20. Liens, Claims, and Bond Protection

20.1 No Liens. Subcontractor shall keep the Project and all property of Carver and the Owner free from liens, claims, security interests, and encumbrances arising out of the Work.

20.2 Immediate Discharge. If any lien or claim is filed or asserted by Subcontractor or any lower-tier party, Subcontractor shall immediately discharge it by payment, bond, or other means acceptable to Carver.

20.3 Withholding. Carver may withhold amounts sufficient to protect against any such lien, claim, bond exposure, or defense cost.

20.4 Waivers. As a condition of progress and final payments, Subcontractor shall furnish lien waivers, releases, sworn statements, and lower-tier waivers in the form required by Carver, to the extent permitted by Law.

21. Intellectual Property and Confidentiality

21.1 Confidential Information. Subcontractor shall keep confidential all non-public information relating to Carver, the Project, the Owner, pricing, drawings, methods, customer information, and operations.

21.2 Limited Use. Such information may be used only for performance of the Work.

21.3 Project Materials. Shop drawings, submittals, fabrication details, reports, photos, test results, field notes, and other Project materials prepared by or for Subcontractor in connection with the Work shall be available for Carver's use in connection with the Project.

22. Suspension

22.1 Suspension by Carver. Carver may direct Subcontractor to suspend, delay, resequence, or stop all or part of the Work for convenience, safety, coordination, Owner direction, force majeure, dispute, default, or other Project reasons.

22.2 Subcontractor Obligations During Suspension. Upon suspension, Subcontractor shall protect and secure the Work, maintain safe conditions, mitigate cost and delay, and comply with Carver's instructions.

22.3 Compensation for Suspension. Subcontractor shall have no entitlement to any increase in price or time for suspension except to the extent Carver expressly approves the same in writing or actually recovers corresponding relief upstream attributable specifically to Subcontractor's properly preserved claim.

23. Default and Remedies

23.1 Events of Default. Each of the following is a default by Subcontractor: failure to perform the Work properly or timely; failure to prosecute the Work diligently; defective Work; violation of safety requirements; failure to maintain insurance; insolvency; assignment for benefit of creditors; failure to pay lower tiers; lien filings; failure to comply with Laws; breach of any material term of the Subcontract; or conduct that jeopardizes Carver's relationship with the Owner or Project performance.

23.2 Cure. Carver may provide notice and an opportunity to cure if Carver elects to do so, but Carver may act immediately without prior notice where Carver reasonably determines that immediate action is necessary.

23.3 Remedies. Upon default, Carver may supplement labor or equipment, take over all or part of the Work, withhold payment, backcharge costs, terminate for cause, recover damages, call upon bonds, offset against any amounts otherwise due, or exercise any other remedy available at law or in equity.

23.4 Costs of Enforcement. Subcontractor shall reimburse Carver for all reasonable costs of enforcing the Subcontract, including attorneys' fees, consultants, experts, and internal administrative costs, to the extent resulting from Subcontractor's default.

24. Termination for Convenience

Carver may terminate the Subcontract, in whole or in part, for convenience at any time upon written notice. In such event, Subcontractor shall be paid only for Work properly performed to the date of termination, together with reasonable, documented, and non-cancellable direct costs properly incurred for the terminated portion before notice of termination, less prior payments, backcharges, claims, and any amounts otherwise due to Carver. Subcontractor shall not be entitled to anticipated profit on unperformed Work, consequential damages, home office overhead, or termination-related claims except as expressly stated in this section.

25. Setoff and Backcharges

Carver may set off, deduct, backcharge, or recoup from any amounts due or to become due to Subcontractor any cost, damage, claim, liability, deficiency, overpayment, penalty, loss, attorneys' fee, or other amount arising from or related to Subcontractor's Work, default, noncompliance, lower-tier claims, safety incidents, schedule failure, defective Work, missing documentation, or any other breach of the

Subcontract. Carver may exercise such rights across this Subcontract and any other contract or account between Carver, its Affiliates, and Subcontractor.

26. Force Majeure

Neither party shall be liable to the other for delay caused solely by events beyond that party's reasonable control and not due to its fault or negligence; provided, however, that Subcontractor shall not be excused from promptly giving notice, mitigating impacts, protecting the Work, or complying with claim procedures, and provided further that force majeure shall not excuse payment obligations for Work already properly performed. Subcontractor shall only receive time relief to the extent Carver receives corresponding time relief upstream or otherwise approves such relief in writing.

27. Dispute Resolution

27.1 Interim Performance. Pending resolution of any dispute, Subcontractor shall continue performance unless Carver directs otherwise.

27.2 Venue and Law. Unless the ordering document expressly provides otherwise, the Subcontract shall be governed by the law of the state where the Project is located, and if the Project is not tied to a single state then by New York law, without regard to conflict-of-law rules. Any action or proceeding shall be brought in a state or federal court selected by Carver in the state where the Project is located or, if Carver so elects, in New York.

27.3 Waiver of Jury Trial. To the fullest extent permitted by Law, Carver and Subcontractor knowingly waive trial by jury in any dispute arising out of or relating to the Subcontract.

27.4 Equitable Relief. Carver may seek injunctive or other equitable relief without first exhausting other remedies.

28. Notices

All notices required under the Subcontract shall be in writing and sent to the addresses or email contacts stated in the ordering document or otherwise designated in writing. Notice to Carver must also be sent to Legal@CarverCompanies.com unless Carver instructs otherwise. Notice is effective upon confirmed delivery by hand, recognized overnight courier, or email with no bounce-back, subject to any stricter requirement in the Prime Contract for claims preservation.

29. No Waiver

No waiver by Carver of any breach, default, or requirement shall be effective unless in writing signed by an authorized representative of Carver. No course of dealing,

payment, silence, inspection, use of the Work, or failure to enforce any provision on one occasion shall constitute a waiver on any other occasion.

30. Severability; Construction

If any provision of the Subcontract is determined to be invalid or unenforceable, it shall be enforced to the maximum extent permitted by Law, and the remaining provisions shall remain in full force and effect. These Terms shall be interpreted fairly as between the parties and not strictly for or against either party by reason of authorship; provided, however, that any ambiguity shall not be construed to reduce protections expressly afforded to Carver by the Subcontract.

31. Entire Agreement; Amendments

The Subcontract constitutes the entire agreement between the parties with respect to the Work and supersedes prior proposals, discussions, negotiations, and understandings concerning the same subject matter. No amendment, modification, or waiver shall be binding unless in writing and signed by an authorized representative of Carver. Subcontractor's forms, acknowledgments, invoices, proposals, terms, and conditions are rejected and shall not apply unless expressly accepted by Carver in a signed writing.

32. Survival

All obligations which by their nature should survive completion, termination, or final payment, including indemnity, warranty, confidentiality, insurance-related obligations, lien obligations, audit rights, dispute resolution, and payment reconciliation obligations, shall survive.

33. Electronic Transactions

The parties agree that the Subcontract and related documents may be formed, delivered, executed, and stored electronically. Electronic signatures, email acceptances, and electronic records shall be binding to the same extent as original signatures and paper records.

CARVER CONSTRUCTION, INC. MAY UPDATE THESE TERMS FROM TIME TO TIME FOR FUTURE TRANSACTIONS BY POSTING REVISED TERMS ON ITS DESIGNATED WEBPAGE. THE VERSION IN EFFECT ON THE DATE OF THE APPLICABLE ORDERING DOCUMENT, OR IF THERE IS NO ORDERING DOCUMENT DATE, THE DATE SUBCONTRACTOR FIRST COMMENCES THE WORK, SHALL GOVERN THAT TRANSACTION UNLESS CARVER EXPRESSLY STATES OTHERWISE IN WRITING.