

## **Carver Companies – Standard Terms & Conditions for Time-and-Materials Services (Vendor)**

**Version:** v1.0

**Effective Date:** August 2025

**IMPORTANT:** These Terms govern all purchases of services on a time-and-materials basis by the Carver entity identified on the applicable Purchase Order (the "PO"). The version of these Terms in effect on the PO effective date controls that PO. Carver may update these Terms going forward.

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### **1. Definitions**

**"Affiliate"** means any entity that controls, is controlled by, or is under common control with a party, directly or indirectly.

**"Applicable Law"** means all laws, statutes, regulations, ordinances, executive orders, codes, and industry standards that apply to the Services, including health, safety, environmental, wage/hour, immigration, and anti-corruption rules.

**"Confidential Information"** means non-public information disclosed by or on behalf of Customer that is designated confidential or that a reasonable person would understand to be confidential (including business, financial, technical, operational, site security, and personal data).

**"Customer"** means the Carver entity named on the PO, for itself and on behalf of its Affiliates and their directors, officers, employees, agents, and invitees.

**"Deliverables"** means all reports, data, documentation, photographs, logs, drawings, and other work product Vendor prepares or delivers in performing the Services.

**"Hazardous Materials"** means any substance that is regulated, hazardous, toxic, or a pollutant under Applicable Law.

**"Personnel"** means Vendor's and its subcontractors' employees, agents, and representatives.

**"Services"** means the services identified in the PO performed on a time-and-materials basis.

**"Site"** means any Customer or third-party location where Services are performed.

**"Vendor"** means the supplier identified on the PO.

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### **2. Ordering; Incorporation; Order of Precedence**

**2.1 Incorporation.** Each PO incorporates these Terms by reference. Vendor accepts the PO and these Terms by acknowledging the PO, commencing performance, or delivering any Services.

**2.2 No Vendor Terms.** Customer rejects any Vendor terms (including quotes, acknowledgements, invoices, or online terms). No Vendor terms modify the PO unless Customer expressly agrees in a written document signed by an authorized executive of Customer.

**2.3 Order of Precedence.** If there is a conflict, the following controls in descending order: (a) a master agreement signed by Customer that expressly governs the PO; (b) the PO (including any special terms stated on its face and expressly identified as overriding these Terms); and (c) these Terms.

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### **3. Performance of Services**

**3.1 Standards of Performance.** Vendor shall perform the Services (a) with due professional skill, care, and diligence; (b) in accordance with Applicable Law and prudent industry standards; (c) free from defects; and (d) in compliance with all Customer Site rules, safety manuals, security requirements, environmental policies, and instructions provided by Customer.

**3.2 Personnel; Subcontractors.** Vendor shall provide qualified, properly trained and supervised Personnel. Vendor remains fully responsible for all acts and omissions of its Personnel and subcontractors. Subcontracting requires Customer's prior written consent, which Customer may withhold in its reasonable discretion.

**3.3 Permits; Licenses.** Vendor is solely responsible for obtaining and maintaining all permits, licenses, and authorizations required to perform the Services.

**3.4 Equipment; Tools.** Unless expressly stated in the PO, Vendor shall supply and maintain at its cost all equipment, vehicles, tools, and consumables necessary to perform the Services. Vendor is solely responsible for loss or damage to such items.

**3.5 Customer-Furnished Items.** If Customer furnishes materials, equipment, or information, Vendor shall inspect them upon receipt and promptly notify Customer of any deficiency that would affect safe or proper performance. Vendor shall use Customer-furnished items only for the PO and shall return them upon request.

**3.6 Schedule; Coordination.** Vendor shall perform diligently and coordinate with Customer and other Site users. Vendor shall promptly notify Customer if any matter may delay performance or increase cost, and shall not proceed with any change without Customer's prior written approval.

**3.7 Change Management.** Any change to scope, rates, staffing, or not-to-exceed amounts must be approved in writing by Customer before Vendor performs the changed work.

**3.8 Stop Work; Replacement.** Customer may direct Vendor to stop work for safety or operational reasons. Customer may require Vendor to remove and promptly replace any Personnel who, in Customer's reasonable judgment, are unsafe, unqualified, or disruptive.

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### **4. Safety; Environmental; Site Rules**

4.1 **Safety.** Vendor shall implement and enforce an effective safety program and comply with OSHA, MSHA (if applicable), DOT, and other safety rules. Vendor shall ensure Personnel use appropriate PPE and attend Site safety orientations.

4.2 **Incidents.** Vendor shall immediately (and in any event within 24 hours) notify Customer of any incident involving injury, near-miss, property damage, spill, release, regulatory inspection, or citation. Vendor shall promptly investigate, provide written reports, and implement corrective actions at its cost.

4.3 **Hazardous Materials.** Vendor shall properly handle, store, transport, and dispose of Hazardous Materials in compliance with Applicable Law. Vendor is solely responsible for any spill or release caused by Vendor or its Personnel and shall remediate at its cost.

4.4 **Drug and Alcohol; Security.** Vendor shall comply with Customer's drug and alcohol policies and Site security requirements, including background checks or badging if required by Customer or the Site owner.

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## 5. Time-and-Materials; Rates; Expenses; Not-to-Exceed

5.1 **Rates.** Vendor shall charge only the rates expressly stated on the PO. Any overtime, premium, per diem, standby, minimum hour charges, shop supplies, environmental fees, or similar add-ons require prior written approval by Customer to be billable.

5.2 **Labor Hours.** Vendor shall accurately track labor hours by individual, date, location, and task. Customer will pay only for actual productive hours worked on the Services. Travel time is not billable unless expressly approved in writing.

5.3 **Materials and Third-Party Costs.** Materials, rentals, freight, permits, and other third-party costs must be pre-approved in writing by Customer. Vendor shall pass through such costs at actual cost without markup unless the PO expressly authorizes a markup.

5.4 **Expenses.** Reasonable, pre-approved travel and living expenses will be reimbursed at actual cost and supported by receipts. No alcohol or luxury expenses are reimbursable. Mileage, if allowed, must follow the then-current IRS standard mileage rate unless the PO states otherwise.

5.5 **Not-to-Exceed.** Any not-to-exceed amount stated in the PO is an absolute cap. Vendor shall monitor spend and notify Customer when 75% of the cap is reached. Vendor shall not exceed the cap without Customer's prior written approval.

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## 6. Invoicing; Payment; Audit

**6.1 Invoicing.** Vendor shall submit invoices monthly (unless otherwise stated on the PO) and include: PO number; service dates; locations; names and titles of Personnel; detailed daily timesheets; rate categories; itemized materials and pre-approved expenses with receipts; and a summary by task. Invoices lacking required detail may be rejected.

**6.2 Payment Terms.** Unless otherwise stated on the PO, undisputed amounts are payable **net sixty (60) days** from receipt of a proper invoice. Customer may withhold disputed amounts and will pay any resolved portion at the next payment cycle. Payment is not acceptance of Services and does not waive any rights.

**6.3 Setoff.** Customer may set off or recoup any amounts Vendor owes Customer against amounts Customer owes Vendor.

**6.4 Taxes.** Vendor is responsible for all taxes, duties, and fees arising from or related to the Services, except for Customer's income taxes. If Customer provides a valid exemption certificate, Vendor shall not charge the corresponding tax.

**6.5 Lien Waivers; No Liens.** Vendor shall timely pay its Personnel and suppliers and shall not permit any lien or encumbrance against the Site or Customer property. Upon request, Vendor shall provide conditional and final lien waivers. If a lien is asserted, Vendor shall promptly bond off or discharge it at its cost.

**6.6 Audit Rights.** For four (4) years after final payment, Vendor shall keep complete and accurate records supporting all invoices and costs and shall allow Customer (or its representative) to audit such records upon reasonable notice. Overcharges shall be promptly refunded together with reasonable audit costs if overcharges exceed five percent (5%).

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## **7. Warranties; Remedies**

**7.1 Services Warranty.** Vendor warrants that the Services will be performed in a professional and workmanlike manner, in accordance with these Terms, the PO, and Applicable Law, and will be free from defects.

**7.2 Remedies.** If Services or Deliverables fail to meet the warranty, Vendor shall, at Customer's option and at Vendor's cost, promptly re-perform the Services, correct the defect, or refund the amounts paid for the non-conforming Services/Deliverables. These remedies are in addition to all other rights and remedies.

**7.3 Warranty Period.** The warranty period is twelve (12) months after the later of completion of the Services or Customer's acceptance of the Deliverables.

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## **8. Intellectual Property; Work Product; Publicity**

**8.1 Ownership of Deliverables.** All right, title, and interest in Deliverables are owned by Customer upon creation. Vendor hereby assigns (and shall cause its Personnel to assign) to Customer all intellectual property rights in the Deliverables and agrees to execute further documents reasonably requested to perfect such rights.

**8.2 Pre-Existing Materials.** Vendor retains ownership of pre-existing materials embedded in the Deliverables, but grants to Customer a perpetual, irrevocable, worldwide, royalty-free license to use, copy, modify, and create derivative works of such materials as part of the Deliverables.

**8.3 No Publicity; Marks.** Vendor shall not use Customer's name, logo, or trademarks, or issue any press release or public statement regarding the PO or the Services, without Customer's prior written consent.

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## **9. Insurance**

**9.1 Coverage.** Vendor shall, at its cost and for the duration of the Services, maintain insurance with insurers rated A- or better by A.M. Best (or equivalent), including at minimum: (a) Commercial General Liability (occurrence form) with limits not less than **USD 1,000,000** per occurrence and **USD 2,000,000** aggregate; (b) Automobile Liability covering owned, hired, and non-owned vehicles with limits not less than **USD 1,000,000** combined single limit; (c) Workers' Compensation as required by Applicable Law and Employers' Liability with limits not less than **USD 1,000,000**; and (d) Umbrella/Excess Liability of not less than **USD 2,000,000** per occurrence and aggregate.

**9.2 Additional Coverages.** If the Services include professional services, environmental work, use of cranes/heavy lifts, or work on or adjacent to navigable waters, Vendor shall also carry, as applicable: Professional Liability (USD 1,000,000); Contractor's Pollution Liability (USD 1,000,000); Marine Liability/P&I, MEL/USL&H endorsements; and Riggers Liability.

**9.3 Additional Insured; Primary; Waiver.** Customer and its Affiliates shall be named as additional insureds on the liability policies in 9.1 and, as applicable, 9.2 for ongoing and completed operations, on a primary and non-contributory basis, with waiver of subrogation in favor of Customer and its Affiliates. Coverage shall not be limited to the minimums set forth herein.

**9.4 Certificates.** Prior to starting work and upon renewal, Vendor shall provide certificates of insurance and, upon request, copies of applicable policy endorsements.

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## **10. Indemnity; Defense**

**10.1 Vendor Indemnity.** To the fullest extent permitted by Applicable Law, Vendor shall defend, indemnify, and hold harmless Customer and its Affiliates, and their

directors, officers, employees, agents, invitees, and insurers (collectively, the "Customer Parties"), from and against any and all claims, demands, liens, penalties, fines, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) bodily injury, death, or property damage caused by Vendor or its Personnel; (b) Vendor's breach of the PO or these Terms; (c) violation of Applicable Law; (d) contamination, spill, or release of Hazardous Materials caused by Vendor or its Personnel; (e) claims by Vendor Personnel, subcontractors, or suppliers (including wage/hour and benefits claims); (f) liens or claims for payment by Vendor's subcontractors or suppliers; and (g) any allegation that Deliverables infringe or misappropriate third-party intellectual property rights.

**10.2 Concurrent Fault.** If a claim is caused in part by a Customer Party, Vendor's obligations shall be reduced proportionally to the extent of such Customer Party's fault, and shall not apply to the extent a claim is caused by the **sole negligence or willful misconduct** of a Customer Party.

**10.3 Defense.** Vendor shall, upon written notice, defend the Customer Parties with counsel reasonably acceptable to Customer. If Vendor fails to do so, Customer may defend and Vendor shall reimburse Customer for its costs.

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## **11. Confidentiality; Data Protection**

**11.1 Confidentiality.** Vendor shall keep Confidential Information in strict confidence, use it only to perform the Services, and not disclose it except to Personnel who have a need to know and are bound by confidentiality obligations at least as protective as these Terms. Upon request, Vendor shall promptly return or destroy Confidential Information.

**11.2 Personal Data; Security.** If Vendor processes personal data for or on behalf of Customer, Vendor shall (a) comply with data protection laws; (b) implement appropriate technical and organizational security measures; (c) promptly notify Customer of any suspected or actual data breach; and (d) sign any data processing agreement reasonably requested by Customer.

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## **12. Compliance; Ethics**

**12.1 Compliance with Law.** Vendor shall comply with Applicable Law, including wage and hour, immigration (including employment eligibility verification), equal opportunity, environmental, transportation, export controls and sanctions, and health and safety requirements.

**12.2 Anti-Corruption; Gifts.** Vendor shall comply with anti-corruption and anti-bribery laws (including the U.S. Foreign Corrupt Practices Act and U.K. Bribery Act). Vendor shall not offer or provide anything of value to any person to obtain or retain business

with Customer. Gifts, meals, travel, or entertainment provided to Customer personnel must be modest, infrequent, and lawful.

**12.3 Debarment; Modern Slavery.** Vendor represents that it is not debarred or excluded from government contracting and shall not use forced, indentured, or child labor.

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### **13. Term; Suspension; Termination**

**13.1 Term.** These Terms apply to the PO from the PO effective date until completion of the Services, unless earlier terminated.

**13.2 Suspension.** Customer may suspend all or part of the Services for convenience or for safety, operational, or compliance reasons by written notice. Vendor shall promptly resume upon Customer's direction; no demobilization or remobilization charges are payable unless expressly approved in writing.

**13.3 Termination for Convenience.** Customer may terminate all or part of the PO for convenience by written notice. Vendor shall stop work and mitigate costs. Customer shall pay for properly performed Services through the termination effective date and for pre-approved, reasonable, unavoidable demobilization costs.

**13.4 Termination for Cause.** Customer may terminate immediately upon Vendor's breach, insolvency, or violation of law. In such case, Customer may complete the Services using others, and Vendor shall be liable for reasonable excess completion costs.

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### **14. Liability; Damages**

**14.1 Limitation of Customer Liability.** To the maximum extent permitted by law, Customer's total aggregate liability arising out of or relating to the PO shall not exceed the amounts due and payable for the specific Services giving rise to the claim; provided that this limitation does not apply to amounts payable under Section 10 (Indemnity) or to the extent caused by Customer's willful misconduct.

**14.2 Exclusion of Certain Damages. In no event** shall Customer be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including loss of profits, loss of business, or loss of use. These exclusions apply even if Customer has been advised of the possibility of such damages and regardless of the theory of liability.

**14.3 No Waiver of Vendor Obligations.** Nothing in this Section limits Vendor's payment, warranty, indemnity, or insurance obligations.

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## **15. Assignment; Independent Contractor; No Exclusivity**

**15.1 Assignment.** Vendor shall not assign, transfer, or delegate the PO or any rights or obligations without Customer's prior written consent. Any attempted assignment without consent is void. Customer may assign the PO to an Affiliate or successor without Vendor's consent.

**15.2 Independent Contractor.** Vendor is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship between the parties. Vendor has exclusive control over, and sole responsibility for, its Personnel and labor and employment matters.

**15.3 No Exclusivity.** The PO is non-exclusive. Customer may obtain similar services from others.

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## **16. Notices**

Notices must be in writing and delivered by hand, recognized overnight courier, or email (with confirmation of transmission) to the addresses specified on the PO (or as otherwise updated by notice). Notices are effective when received.

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## **17. Governing Law; Venue; Injunctive Relief; Jury Trial Waiver**

**17.1 Governing Law.** Except as provided in 17.2, the PO and these Terms are governed by the laws of the State of New York, without regard to its conflicts of laws rules.

**17.2 Maritime Matters.** If the PO identifies Services to be performed on vessels or on or adjacent to navigable waters, the United States general maritime law governs the indemnity and risk allocation provisions. To the extent maritime law is silent, New York law applies.

**17.3 Venue; Jurisdiction.** The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in **Albany County, New York**. Vendor waives any objection based on inconvenient forum.

**17.4 Injunctive Relief; Specific Performance.** A breach of Sections 8 (Intellectual Property; Work Product), 10 (Indemnity), or 11 (Confidentiality; Data Protection) would cause irreparable harm. Customer may seek injunctive relief or specific performance without posting a bond.

**17.5 Jury Trial Waiver.** EACH PARTY IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THE PO OR THESE TERMS.

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## **18. Miscellaneous**

**18.1 Entire Agreement.** The PO and these Terms are the entire agreement regarding the Services and supersede all prior or contemporaneous understandings on that subject.

**18.2 Severability.** If any provision is held invalid, the remaining provisions remain in full force, and the invalid provision shall be replaced with a valid provision that most closely reflects the parties' intent.

**18.3 Waiver.** A waiver must be in writing and signed by the waiving party. A failure or delay to enforce any right is not a waiver of that right.

**18.4 Survival.** Sections that by their nature should survive (including payment, warranties, ownership, confidentiality, indemnity, insurance, compliance, audit, and dispute resolution) survive termination or completion.

**18.5 Counterparts; Electronic Transactions.** The parties may execute documents related to the PO in counterparts and by electronic signatures and records, which shall be deemed originals and fully enforceable.

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**End of Terms**