

TENSAR GENERAL TERMS AND CONDITIONS OF SALE

Tensar International Corporation (“**Tensar**”) offers for sale its materials, including, geogrid, geotextile fabric, concrete or other facing material, connectors, accessories, and other related items (collectively, the “**Products**”), and its engineered solutions and design services (collectively, the “**Services**”) to its customers (each, a “**Customer**”) pursuant to the following General Terms and Conditions of Sale (the “**Terms**”):

1. QUOTATION/CONTRACT

All purchases of Products or Services shall be initiated by Tensar’s issuance of its standard form written Quotation/Contract document (“**Quotation/Contract**”). The Quotation/Contract shall identify the nature, type, amount, and pricing for the Products and the pricing, design assumptions, calculations, drawings, construction notes, and other details and written documentation relating to the Services as well as any other material terms and conditions related to the transaction contemplated in the Quotation/Contract. The Quotation/Contract shall be executed in writing by duly authorized representatives of Tensar and Customer.

2. PURCHASE ORDERS

If Customer issues a written purchase order (each a “**Purchase Order**”) in lieu of executing the Quotation/Contract, then, the Purchase Order shall constitute Customer’s binding acceptance of the Quotation/Contract and these Terms and creates a binding written contract between Tensar and Customer (collectively, the “**parties**” and, individually, each a “**party**”) subject to the following conditions: (i) the Quotation/Contract is subject to and governed by these Terms; (ii) in the case of any conflict between these Terms and the Quotation/Contract or any other documents executed by and between the parties, these Terms shall govern and prevail unless Tensar specifically agrees in writing that the conflicting terms set forth in the Quotation/Contract or other documents executed between the parties shall take precedence over these Terms; (iii) any statement in the Purchase Order or other document that purports to establish terms that conflict with these Terms or

any attempt by Customer to vary in any degree any of these Terms is hereby objected to, rejected, and of no legal effect unless Tensar has assented to such conflicting terms in writing signed by Tensar’s Vice President of Sales. The Quotation/Contract, upon acceptance by Customer, whether through its execution of the written Quotation/Contract, or Customer’s issuance of a Purchase Order, or Customer’s acceptance of delivery of the Products and Services, shall become the binding contract between the parties for the Products and Services described in the Quotation/Contract.

3. APPLICABILITY

Customer accepts that these Terms shall govern the relations between Customer and Tensar to the exclusion of any other terms and conditions and warranties whether written or oral, express or implied, even if contained in any of Customer’s Purchase Orders or documents. **NO EMPLOYEE OF TENSAR IS AUTHORIZED TO MAKE, AND CUSTOMER HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED ON, ANY STATEMENT, WARRANTY OR REPRESENTATION AS TO THE USE, FUNCTIONING OR STATE OF THE PRODUCTS OR SERVICES, NOR HAS ANY CUSTOMER RELIED ON TENSAR’S SKILL OR JUDGMENT TO SELECT OR FURNISH PRODUCTS OR SERVICES FOR ANY PARTICULAR PURPOSE.** No variation or qualification of these Terms shall be valid unless Tensar agrees in writing to such variation or qualification.

4. PRICING FOR PRODUCTS

- A. Pricing and Shipping. All pricing for Products shall be and is set forth in the Quotation/Contract. Unless otherwise specified all prices for Products are F.O.B. Tensar's warehouse or facility plus any transportation expenses and Tensar handling charges. Quoted prices are valid for thirty (30) days but are subject to change at any time in that thirty (30) day period in the event of a sudden unforeseen increase in raw material or other costs. Where delivered prices are quoted, they are subject to increase or decrease to the extent of any change in actual freight rates. Tensar reserves the right to choose the method of delivery.
- B. Taxes. Unless otherwise specified, the prices quoted are exclusive of all Federal, State and Local Sales, Use, Personal Property and Excise taxes duties, levies, and other charges (collectively, "Taxes"). Any such Taxes will be in addition to the quoted price for Products, and Tensar shall add the Taxes to its invoices to Customer. In the event Customer is exempt from any Taxes, a current tax exemption certificate must be promptly provided to Tensar.
- C. Price Changes. If any price or change in price of Tensar in its Quotation/Contract, or otherwise, ceases to be effective or cannot become effective by reason of any laws, rules, regulations, or order of any governmental authority, Tensar may at its option rescind or terminate the Quotation/Contract as of the date the price or price increase ceased to be effective or the price change would come into effect, as the case may be. Special pricing and/or discounts apply to specified sales orders only and must have prior written approval of Tensar's Vice President of Sales or his/her designee. The estimate for Products set forth in the Quotation/Contract should

be sufficient provided that the information that Customer provided Tensar is accurate.

- D. Waste and Surplus. Unless otherwise specified, the Products to be supplied do not include waste or surplus. If specified in the Quotation/Contract, Tensar will include a reasonable amount of waste or surplus. Tensar may at its election and at its sole expense recover any surplus Products, without compensation to Customer, that remain following completion of Customer's work at the project.
- E. Replacement Products. Any replacement Products required because of damage, loss, shortage, or any other reason, which is not due to the fault of Tensar, will be supplied and paid for according to the unit price schedule defined in the Quotation/Contract. These prices do not include transportation to the project site or to the Customer's location (collectively, the "Project Site") which will be invoiced to Customer separately. These prices are for replacement Products only and shall not apply to or be the basis for the equitable adjustment referred to Paragraph 6.E. below for quantity variations.

5. PRICING AND INVOICING FOR SERVICES

All pricing for Services shall be and is set forth in the Quotation/Contract. All pricing for Services is valid for thirty (30) days but is subject to change at any time within that thirty (30) day period due to sudden unforeseen circumstances. Services will be invoiced upon delivery in accordance with the Quotation/Contract. Unless otherwise specified, the prices quoted are exclusive of applicable Taxes, and any such Taxes will be in addition to the quoted price for Services, and Tensar shall add the Taxes to its invoices to Customer. In the event Customer is exempt from any Taxes, Customer must promptly provide a current tax exemption

certificate to Tensar. Customer understands and agrees that Services provided by Tensar are independent of Product sales, and Tensar has the right to issue invoices for the Services separately from Tensar's invoices for Product sales.

6. SCOPE OF SERVICES

A. Engineered Solutions and Design Services.

Customer shall provide to Tensar information in the form of drawings, specifications, geotechnical reports, and/or electronic computer aided drafting files (collectively, the "**Project Specifications**") sufficient for Tensar to provide the Services. Tensar shall provide its Services in substantial conformity with all design assumptions and Project Specifications using that degree of skill and care ordinarily exercised under similar conditions by reputable members of Tensar's profession practicing in the same or similar locality at the time of performance. **NO OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, ARE MADE OR INTENDED, AND THE SAME ARE HEREBY SPECIFICALLY DISCLAIMED.** In addition, Customer expressly understands and agrees that there are inherent limitations in standards and generally accepted testing procedures, protocols and generally accepted practices; Customer understands and agrees that opinions relating to geotechnical and related construction and testing conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where data are obtained, and that the limited data results in uncertainty with respect to the interpretation of these conditions, despite the use of due professional care. Customer further acknowledges and agrees that the state of practice is changing and evolving. Tensar shall comply with applicable professional standards of care in

the performance of its services but does not guarantee results. Customer agrees that the damages for which Tensar shall be ultimately liable, if any, are limited to that proportion of such damages attributable to Tensar's percentage of fault, subject to the limitation set forth in Section 11 below. In accordance with the Quotation/Contract, Tensar shall provide shop drawings, calculations, installation details and/or notes, installation guides, and such other documentation Tensar reasonably believes necessary to support the Services (collectively, the "**Work Product**"). The Work Product delivered shall remain the sole property of Tensar and shall not be divulged to a third party in any manner or form by Customer without the prior written consent of Tensar, except for Customer's limited permission to submit the information to persons who must review or approve the Project Specifications for or on behalf of the owner or end user of the project.

B. On Site Consultation. If included in the scope of work set forth in the Quotation/Contract, Tensar will provide a representative to consult with Customer's supervisory personnel at the Project Site at the beginning of construction and, as reasonably requested and reimbursed by Customer, during construction of the improvements (the "**Improvements**") to be made by Customer to assist Customer to implement correct construction procedures. Such consultation shall not at any time relieve Customer of its sole responsibility to construct the Improvements in accordance with the Project Specifications, including, without limitations, the responsibility to construct a suitable foundation and to use suitable backfill soil and compaction

methods conforming to the Project Specifications.

C. Tensar's Limited Role. The Tensar representative does not have the authority to approve any deviations from the Project Specifications. Nothing herein shall require Tensar to supervise, monitor, test, or perform any work on the Improvements. As between Tensar and Customer, Customer shall be solely responsible for construction means, methods, techniques, sequences, and procedures for the work, and for implementing and enforcing all safety programs and precautions in connection with the work, which are imposed by law or contract upon Customer.

D. Customer's Materials. All materials, other than the Products identified in the Quotation/Contract, such as suitable backfill, gravel or stone infill, leveling pad, cast-in-place concrete, drainage materials (if any), cable ties, bracing, wedges, clamps, and all labor, services, equipment, tools, machinery, and other improvements necessary or incidental to the execution of the work shall be supplied by Customer at its own cost and expense.

E. Equitable Adjustments. If there are increases or decreases in the size of the Improvements shown in the Project Specifications, an equitable adjustment will be made to the price of the Services and/or Products by written agreement between Tensar and Customer.

7. RECEIPT AND DELIVERY

A. Estimated Delivery. Any time stated for delivery by Tensar is an estimate only and shall not be of essence to these Terms or the Quotation/Contract, and any failure by Tensar to deliver the Product by such time shall not be a breach or repudiation of these Terms or the Quotation/Contract, and

Tensar shall not be liable to Customer or any other person for any liquidated damage, delay damage, or other time related charges, assessments, or penalties arising from any delay in delivery of Products.

B. Completion of Delivery. Delivery of Products to Customer ("Receipt") shall be deemed to occur and title and risk of loss or damage of any kind to the Products shall pass to Customer on receipt by a carrier for delivery to Customer (irrespective of whether such carrier is deemed to be Tensar's agent or servant) or fourteen (14) days from the date of notice from Tensar that the Product is ready for delivery, whichever is the earlier.

C. Pickup Cancellation/Rescheduling. Customer shall pay \$100.00 per rescheduled or missed appointment (e.g., no shows) if Customer fails to provide written notice to Tensar of the need to reschedule Receipt at least twenty-four (24) hours prior to the designated time for Receipt.

D. Will Call Collections. Tensar does not offer "will call" appointments. All appointments for Receipt of Products must be scheduled in advance. Any drivers arriving without a scheduled appointment will be accommodated only as and when the schedule allows and at a will call fee of \$100.00 per Receipt. Tensar will not be responsible for any Customer carrier detention or delay fees for will call collections.

E. Risk of Loss. Customer is responsible for any damage to the Products arising from unloading, storage, transfer, or construction.

F. Delivery Location. Products will be delivered to the Project Site or as near to the Project Site as trucks can be reasonably driven under their own power, or, at

Customer's option, to storage. In the event delivery is made to another location at Customer's request, including a storage facility, Customer shall assume full responsibility and risk of loss of Products upon delivery to that location.

- G. Delays in Delivery. Where delivery of the Product is delayed for any reason outside the reasonable control of Tensar, Tensar reserves the right to amend the price for the Product to those current at the date when delivery is made.
- H. Multiple Lots. Where Tensar's Quotation/Contract provides that the Product is to be delivered in multiple lots or installments, each lot or installment shall be deemed to be a separate contract upon these Terms and the term "Product" shall be construed as meaning that part of the Products contained in each installment or lot.
- I. Delivery Process. Customer shall provide services and facilities to unload and store the Products at the Project Site specified in the Quotation/Contract. Customer will be allowed two (2) hours of unloading time per truck. All charges for unloading beyond the allowed two (2) hours per truck, and for storage and transfer of Products after delivery, and any charges by the carrier in demurrage for delay in unloading beyond the allowed two (2) hours, shall be the sole responsibility of Customer.

8. INSPECTION AND CONDITION OF THE PRODUCT

- A. Duty to Inspect. Customer shall carefully inspect the Products on delivery of same to the Project Site and shall notify Tensar, within two (2) days of receipt of the Products at the Project Site and, in all events, before the Product shall have been covered up or placed into service, of any

short delivery, over delivery, or any defective or non-conforming condition of the Product discoverable upon a reasonable examination. Tensar shall have the opportunity to examine the Product before the Products or any portion of them is put into use. If no such notice is received by Tensar, Tensar shall be discharged from all liability in respect of such defective or non-conforming Products.

- B. Limitation on Liability. Tensar's liability shall in no event exceed the difference between the purchase price and the value of the Products as delivered. Tensar will not be liable or responsible for any loss, damages, or theft that occurs after delivery. Tensar shall pack, mark, and ship all Products in accordance with reasonable industry standards.
- C. Failure to Take Delivery. Failure or refusal to accept delivery without good and sufficient cause is considered a breach by Customer, and Customer is liable for damages or losses suffered by Tensar, inclusive of restocking fees and storage and shipping costs.

9. RETURNS

Tensar reserves the right to accept the return for credit of currently marketed Products, i.e., Products of the latest engineering design currently being marketed by Tensar subject to the following conditions. All returns require the prior written approval of Tensar's Vice President of Sales. No returned stock of Products will be accepted without an authorization number issued by Tensar. The Products must be shipped prepaid at Customer's expense to Tensar in Morrow, Georgia and be accompanied by the authorization number. Tensar reserves the right to return or refuse shipment of returned Products at Customer's expense if the above procedures are not strictly followed. All returned Product must be complete and unused, and in a resaleable condition as new, and with original

packaging and labeling. Upon the inspection and acceptance for return by Tensar's Customer Service Department, credit will be issued at the original invoice price less a twenty percent (20%) restocking charge. Customer shall not deduct any credit for the returned Products from outstanding invoices or statements. Furthermore, and notwithstanding the foregoing, non-stocked custom products and special-order or custom-designed products are non-returnable.

10. INVOICING, PAYMENT, AND CREDIT

- A. Invoices. Tensar's invoicing for Services shall be as set forth in Section 5 above. With regard to Products, Tensar shall prepare and submit to Customer Tensar's invoices for payment on the basis of manufactured quantities of Products or on the basis of quantities or Products delivered to Customer and/or approved for storage.
- B. Credit Terms. On the written approval of Tensar, credit may be granted to Customer for thirty (30) days from date of invoice or such other terms as Tensar and Customer have agreed to in writing. In the absence of such written approval, payment from Customer shall be due upon delivery of Tensar's invoice to Customer. Tensar reserves the right to revise or withdraw credit terms at any time. Customer agrees to pay a monthly service charge on past due accounts at the rate of one and one-half percent (1.5%) per month (18% per year compounded monthly), and Tensar may revise this rate at any time, provided that if the rate exceeds the lawful rate, then the service charge shall be the maximum rate allowed by applicable law. Upon revocation of credit, the terms of sale revert to cash in advance.
- C. No Retainage. Notwithstanding any other provision in any other contract or project-related document, Customer shall not hold

any sums due to Tensar as retainage under the Quotation/Contract or these Terms.

- D. Default and Remedies. Accounts not paid in full according to established credit terms shall be considered in default, and Customer agrees that a lien will attach to all Products and Services in Customer's possession that were purchased on account from Tensar and all proceeds resulting therefrom. Tensar may, at its discretion, reclaim the Products under lien or take any other action that may be permitted under law. Tensar reserves its right to assert a mechanic's or materialman's lien or a payment bond claim, as appropriate, to secure payment of amounts due to it under the Quotation/Contract. Stoppage in transit is authorized, and Tensar reserves the right to stop and recall any Products in transit to Customer upon revocation of credit approval or default by Customer. In the Event of Default (as hereinafter defined), Customer shall also assign to Tensar the right to collect all accounts receivable which may have accrued to Customer from the sale or delivery of said Products and Services to third parties. Customer shall furnish, upon demand by Tensar, copies of all invoices covering such Products and Services so that Tensar may notify the recipient thereof of such assignment.

11. LIMITED WARRANTY AND LIMITATION OF LIABILITY

- A. Limited Warranty on Products. Tensar warrants that the Products will be new and of good and workmanlike quality manufactured in accordance with applicable published specifications in effect at the time of manufacture.
- B. Limited Warranty on Services. To the extent that Tensar has provided Services in addition to Products, Tensar warrants only the internal stability of the Improvements

but only to the extent that the Improvements were constructed in strict accordance with the Project Specifications (inclusive of Tensar's Work Product). Tensar is not responsible for the overall stability of the foundation soils below or behind the Improvement, for any slip surface external to the Improvements, or for global stability.

C. LIMITATIONS ON WARRANTIES.

THE FOREGOING LIMITED WARRANTIES ARE TENSAR'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE PRODUCTS AND SERVICES AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR CONSTRUCTABILITY OR NON-INFRINGEMENT, AND INCLUDING, BUT NOT LIMITED TO, ANY ORAL OR WRITTEN DESCRIPTION OF OR INFORMATION ABOUT THE PRODUCTS, AND THEIR CHARACTERISTICS, PROPERTIES, OR PERFORMANCE, OR THE COMPLETENESS OR ACCURACY OF SUCH DESCRIPTION OR OTHER INFORMATION.

D. LIMITATION ON DAMAGES.

TENSAR SHALL NOT BE LIABLE IN ANY CIRCUMSTANCES WHATSOEVER FOR LOSS OR DAMAGE OF ANY KIND SUFFERED TO OR BY ANY THIRD PARTY UNLESS THE SAME SHALL RELATE TO PERSONAL INJURY OR DEATH CAUSED BY TENSAR'S SOLE NEGLIGENCE, AND CUSTOMER, TO THE FULLEST EXTENT PERMITTED BY LAW, SHALL DEFEND,

INDEMNIFY, AND HOLD HARMLESS TENSAR AND TENSAR'S EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS FOR DAMAGE, LOSS, OR EXPENSE OF WHATSOEVER NATURE BY ANY PERSON OR ENTITY WHETHER ARISING IN NEGLIGENCE OR OTHERWISE EXCEPT TO THE EXTENT THAT SUCH CLAIM IS ALLEGED TO RELATE TO A PERSONAL INJURY OR DEATH CAUSED BY TENSAR'S SOLE NEGLIGENCE. TENSAR SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSSES OR EXPENSES OR OTHER DAMAGES DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING, OR USE OF THE PRODUCT OR FROM ANY OTHER CAUSE RELATING TO THE SALE, HANDLING, OR USE OF THE PRODUCT, EXCEPT ANY SUCH CLAIM CAUSED BY THE SOLE NEGLIGENCE OF TENSAR. THIS INDEMNITY OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS PARAGRAPH. THIS INDEMNITY OBLIGATION SHALL APPLY EVEN IF CUSTOMER HAS IMMUNITY FROM THE BODILY INJURY OR DEATH DUE TO THE OPERATION OF WORKERS' COMPENSATION OR SIMILAR LAWS.

E. DAMAGES CAP. IN THE EVENT THE PRODUCT OR SERVICES DO NOT CONFORM TO THE PROVISIONS OF THE FOREGOING LIMITED WARRANTIES OR IF FOR ANY

OTHER REASON TENSAR MAY BE LIABLE AS A RESULT OF THE SALE, DELIVERY, HANDLING, OR USE OF THE PRODUCTS, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE AND IS EXPRESSLY LIMITED TO A CREDIT OR REFUND OF THE PURCHASE PRICE OF THE PRODUCT OR, AT TENSAR'S OPTION, REPLACEMENT OF ANY NONCONFORMING PRODUCT WITH A CONFORMING PRODUCT.

1. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS OR THE QUOTATION/CONTRACT OR ANY OTHER AGREEMENT OR PROJECT DOCUMENT, TENSAR'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH THIS QUOTATION/CONTRACT AND THE PRODUCTS FURNISHED OR NOT FURNISHED AND SERVICES PERFORMED OR NOT PERFORMED HEREUNDER SHALL BE STRICTLY LIMITED TO AN AMOUNT EQUAL TO THE GREATER OF \$50,000 OR THE ACTUAL FINAL CONTRACT AMOUNT ACTUALLY PAID TO TENSAR UNDER THE QUOTATION/CONTRACT, WHETHER SUCH LIABILITY IS ASSERTED FOR BREACH OF REPRESENTATION OR WARRANTY, UNDER ANY INDEMNITY, IN ANY OTHER RESPECT UNDER OR FOR BREACH OF CONTRACT, OR AS A LIABILITY ARISING IN NEGLIGENCE (WHETHER ORDINARY OR PROFESSIONAL NEGLIGENCE) OR OTHER TORT OR BY

STATUTE, OR FOR DELAY OR LIQUIDATED DAMAGES.

- 2. CUSTOMER HEREBY WAIVES AND DISCHARGES ALL PRESENT AND FUTURE CLAIMS AGAINST TENSAR AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND SUBCONTRACTORS, FOR ANY CLAIM OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE OR ANY LIABILITY AMOUNT IN EXCESS OF THE AGGREGATE LIMITATION STATED IN THE PRECEDING SENTENCE.**
- 3. CUSTOMER HAS THE OPTION TO SEEK AN INCREASE IN THE FOREGOING LIMITATION UP TO AN AMOUNT NOT EXCEEDING \$1,000,000.00 UPON PAYMENT TO TENSAR OF ADDITIONAL COMPENSATION TO BE DETERMINED BY TENSAR AND UPON THE EXECUTION OF A WRITTEN AMENDMENT TO THE QUOTATION/CONTRACT.**

12. FORCE MAJEURE

Except for Customer's obligation to make payment for delivered Products and Services which shall continue unabated, neither party shall be liable in damages or otherwise for failure to carry out the terms of the Quotation/Contract in whole or in part where caused directly or indirectly by or in consequence of acts of God, natural disasters, epidemics, pandemics, quarantines, earthquakes, tornadoes, fire, storm, flood, war, rebellion, insurrection, riot, civil commotion, strike, difference with workman or others, failure of carriers to transport or furnish facilities for transportation, perils of navigation, impairment of

supplies of Tensar, or its facilities of production, manufacture, transportation, or distribution, sudden and unforeseen increases in raw material or transportation or other costs, governmental or other legal authority, whether pretended or real, or by any other cause whatsoever beyond the control of either party whether similar to or dissimilar from the causes enumerated herein. In the event of such delay, the delivery schedule specified in the Quotation/Contract will be equitably adjusted. Such delay will not relieve Customer of its obligation to accept and pay for the Products and Services under the Quotation/Contract. Notwithstanding anything to the contrary herein or any other agreement or document, Tensar shall not be liable to Customer or any other person for any liquidated damage, delay damage, or other time related charges, assessments, or penalties arising from any delay in delivery of Products or Services. If the delay or failure has continued for a period of three (3) months, then either party may give written notice to the other terminating the Quotation/Contract, provided the nothing herein contained shall relieve Customer of the obligation to pay for Products and Services delivered by Tensar.

13. DRAWINGS/MANUALS

All descriptions, drawings, illustrations, notes, particulars of weights and measures, ratings, standards, statements, details, or other descriptive matter contained in any of Tensar's promotional materials, brochures, operating manuals recommendations and instructions whether oral or in writing or other matter are approximate only and shall not form part of the description of the Products or Services to be supplied, and Tensar shall not be under any liability in respect thereof. All plans, drawings, specifications and other written, technical material, or data supplied in connection with the Products and Services shall remain the property of Tensar and shall not be used on any unrelated projects or copied or disclosed to third parties without the prior written consent of Tensar.

14. PATENTS/TRADEMARKS

The sale by Tensar of the Products and Services shall not convey to Customer any license or right to use any invention, letters, patent, copyright, industrial design, trademark, or other intellectual property rights owned or controlled by Tensar except to the extent that one or more of the same is embodied in the Products or Services at the time of the sale. Tensar hereby grants to Customer a non-exclusive and non-assignable sublicense of patent rights owned by Tensar relating to patented products and techniques of mechanically stabilized earth structures, with this sublicense being limited solely to the right to erect the Improvements at the Project Site. The drawings, documents, and other information supplied by Tensar to Customer to enable Customer to erect the Improvements are proprietary to Tensar and may not be disclosed to any person other than persons actually requiring such information for the purpose of the construction of the Improvements and may not be used for any other purpose or for any other site or location. No copies shall be made of any such proprietary information without Tensar's prior express written consent.

15. TENSAR'S RIGHT OF TERMINATION

Tensar shall have the right to terminate the Quotation/Contract immediately and without notice and shall be entitled to recover from Customer all damages, losses, and expenses arising from such default or breach if any of the following occurs (each, an "**Event of Default**"): (i) if Customer shall be in default in or commit a breach of the Quotation/Contract or any of its obligations to Tensar; or (ii) if any distress or execution shall be levied upon Customer, its property, or its assets; or (iii) if Customer becomes bankrupt or insolvent or any resolution or petition to wind up Customer's business shall be passed; or (iv) if a receiver of

Customer's undertakings, property, or assets or any part thereof shall be appointed.

16. CUSTOMER'S RIGHT OF TERMINATION

Customer may terminate the Quotation/Contract in whole or in part upon notice in writing to Tensar. Tensar shall thereupon, as directed, cease work and transfer to Customer title to all completed and partially completed Products and Services and any raw materials or supplies acquired by Tensar especially for the purpose of performing the Quotation/Contract, and Customer shall pay Tensar the sum of the following: (i) the agreed price for all Products and Services which were completed prior to termination; (ii) the cost to Tensar of the material or work in process as shown on the books of Tensar in accordance with the accounting practice consistently maintained by Tensar plus a reasonable profit thereon, but in no event more than the agreed price; (iii) the cost F.O.B. Tensar's plant of materials and supplies acquired especially for the purpose of performing the Quotation/Contract; and (iv) reasonable cancellation charges, if any, paid by Tensar on account of any commitments made under the Quotation/Contract. The provisions of this paragraph shall be without prejudice to the rights of either party for failure on the part of the other party to comply with the provisions of these Terms or the Quotation/Contract.

17. LAW AND FORUM FOR DISPUTES

- A. Choice of Law. These Terms and the Quotation/Contract shall be governed and construed in accordance with the laws of the State of Georgia, without regard to the application of any conflicting principles of law.
- B. Forum Selection. Any dispute, legal suit, action or proceeding arising out of or relating to these Terms or the Quotation/Contract or any other agreement between the parties or the transactions contemplated hereby shall be instituted

solely in the federal courts of the United States of America located in the City of Atlanta, Fulton County, Georgia or in the courts of the State of Georgia, USA located in Fulton County Georgia or, provided the amount in controversy is at least Five hundred thousand dollars (\$500,000.00), in the Georgia State-Wide Business Court located in the City of Atlanta, Georgia. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

18. NOTICES

Any notice required or permitted by these Terms shall be in writing in the English language and may be given by first class mail, postage prepaid, or by express delivery service (such as Federal Express or the like), or by electronic mail to the addresses stated in the Quotation/Contract.

19. INUREMENT; NO THIRD PARTY BENEFICIARY

These Terms and the Quotation/Contract shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, representatives, and assigns of the parties. These Terms and the Quotation/Contract are not assignable except with prior written consent of Tensar. Unless otherwise expressly stated in these Terms or in the Quotation/Contract, no third party shall have any rights or benefits under these Terms or the Quotation/Contract, and there are no intended third-party beneficiaries of these Terms or the Quotation/Contract.

20. ATTORNEY'S FEES

Should it become necessary for Tensar to employ an attorney to enforce any of the provisions of these

Terms or the Quotation/Contract or to recover any sum of money due from Customer to Tensar, Tensar shall be entitled to recover from Customer Tensar's reasonable attorney's fees and expenses in an amount equal to fifteen percent (15%) of the principal and interest owed to Tensar in the case of an action brought to collect sums owed by Customer. In any other action relating to these Terms or the Quotation/Contract or the parties' relationship, Tensar shall be entitled to recover its reasonable attorney's fees and expenses of litigation from Customer. This provision specifically includes, but is not limited to, reasonable attorney fees, costs, and expenses associated with legal actions filed in any state or federal court including any and all appeals arising out of such actions.

21. CUSTOMER NOT THE PRIME CONTRACTOR

In the event that Customer is not prime contractor of the project, Tensar reserves the right to withdraw this Quotation/Contract or to amend any terms or conditions hereof and to add further terms and conditions, including the right to require Customer to obtain bonding or other security, in a form and amount satisfactory to Tensar, to secure Customer's payment obligations under the Quotation/Contract. Tensar may also require Customer to join with Tensar in requesting the prime contractor issue certain payments which are or which may become due to Customer under Customer's contract with the prime contractor to Tensar and Customer as joint payees.

22. ANTI-CORRUPTION AND OTHER COMPLIANCE

Customer agrees that it shall not engage in any unlawful conduct in connection with the purchase, solicitation for sale, sale, export or use of Tensar's Products or Services. Customer has and will continue to comply (to the extent applicable) with all laws and legal pronouncements, inclusive of anti-bribery and anti-corruption laws such as the U.S. Foreign Corrupt Practices Act, and also (to the

extent applicable) with the export control, business sanctions, anti-boycott, and other laws and regulations of the United States and other States, countries, and jurisdictions.

23. INVALIDITY AND WAIVER

- A. Invalidity and Severability. These Terms and the Quotation/Contract are intended to be severable. If any sentence, paragraph, provision, section or article of these Terms or the Quotation/Contract is declared by a court of competent jurisdiction to be void or invalid, such sentence, paragraph, provision, section, or article shall be deemed severed, and the balance of these Terms or the Quotation/Contract shall remain in effect.
- B. No Waiver. The failure by any party to enforce against the other party any term or provision of these Terms or the Quotation/Contract shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future. Any waiver by any party of any of its rights or remedies under these Terms or the Quotation/Contract or of any breach or violation of or default under these Terms or the Quotation/Contract must be in writing and signed by the party to be charged thereunder.

24. HEADINGS

The headings in these Terms and in the Quotation/Contract are provided for convenience only and should not be used to interpret these Terms or the Quotation/Contract in a different manner than if the headings were omitted.

25. COMPLIANCE

Nothing herein shall be interpreted in such a way as to void these Terms or the Quotation/Contract or any part thereof. It is the intent of the parties to

construe this these Terms and the Quotation/Contract so as to comply with applicable law and public policy including, without limitation, laws and regulations prohibiting bribery or corruption, modern slavery and unlawful discrimination. Without limiting the generality of the foregoing, if any provision in these Terms or the Quotation/Contract might be interpreted as indemnifying a party from the consequences of its sole negligence, the Quotation/Contract shall be construed to avoid that result and to provide indemnity to the fullest extent allowed by applicable law.

26. ENTIRE AGREEMENT AND MODIFICATIONS

These Terms and the Quotation/Contract constitute the entire agreement between the parties respecting the Products and Services. These Terms and the Quotation/Contract supersede all other prior or contemporaneous oral or written promises, representations, quotations, and proposals that are not expressly stated herein. No change or modification to these Terms or to the Quotation/Contract shall be enforceable unless it is in a writing which refers to this Quotation/Contract and is signed by the authorized representatives of both parties.