

**MAKING PROPERTY GREAT, LLC (“MPG”)
VENDOR TERMS AND CONDITIONS**

The following are the standard terms and conditions (“Terms”) applicable to purchases made by MPG under an accepted Purchase Order issued to a supplier or vendor (“Vendor”):

1. **Application of Terms and Conditions.** These Terms apply to all purchases by MPG from Vendor of goods or services contained in a Purchase Order issued by MPG and accepted by Vendor. By approving a Purchase Order from MPG for goods or services, Vendor acknowledges review of these Terms and agrees to the application of these Terms to the purchase transaction described in the Purchase Order and are incorporated into the Purchase Order.
2. **Controlling Effect.** These Terms supersede and control over any contrary or similar terms of purchase from Vendor unless written exception is made by MPG.
3. **Performance by Vendor.** Vendor agrees to provide MPG with the goods and perform for MPG the services, as applicable, in accordance with the Purchase Order.
4. **Inspection and Return Policy.** MPG reserves the right to perform an inspection within 15 days from the date of delivery by Vendor to or for MPG of the goods or services, as applicable. If MPG determines such goods do not conform to the goods as set forth and contemplated in the Purchase Order, MPG is entitled to return such rejected goods at Vendor’s cost for full credit or refund of any amounts paid for such rejected goods. At the election of MPG, in the alternative, MPG may request, and Vendor shall provide, replacement goods for the same cost, within the time specified by MPG, at the same location as provided in the Purchase Order.
5. **Prices for Goods and Services.** The prices for goods and/or services provided by Vendor are as set out in the Purchase Order.
6. **Compliance with Applicable Laws and Indemnity.** Vendor warrants and represents that it will, at all times applicable in connection with a Purchase Order, comply with applicable laws and regulations, including those applicable to workplace safety and will indemnify MPG from any loss or claim by a third party in connection with goods provided or services provided for MPG by Vendor.
7. **Insurance.** Vendor warrants and represents that it maintains adequate insurance for the activities it undertakes to provide the goods and services described in the Purchase Order, with such insurance being in the types and amounts as a prudent supplier of such goods or services would be expected to maintain. Upon request, Vendor shall provide MPG with proof of such insurance coverage.
8. **Independent Contractor.** Vendor agrees that it is an independent contractor to MPG and in no way is an employee or affiliate of MPG.
9. **No Assignment or Subcontract.** Vendor may not assign or subcontract its rights or obligations under a Purchase Order to any other person or entity without the written consent of MPG.

10. **Subcontractor/Supplier Status.** As to any project for which Vendor provides goods and/or services to or for MPG, Vendor agrees and acknowledges it is a subcontractor or supplier to MPG and is not an original contractor to MPG's customer or the owner of the property where the goods and/or services are provided.
11. **Venue.** Venue for any action related to a Purchase Order, the goods or services covered by the Purchase Order, and payment for the goods and services shall be in Donley County, Texas.
12. **Applicable Law.** Texas law shall be applicable to any transaction under a Purchase Order and these Terms.
13. **Severability.** If any covenant or provision contained in these Terms is determined to be invalid, illegal, or incapable of being enforced in full or in part, it will not be deemed to affect or impair the validity of any other covenant or provision of the Terms. If any covenant or provision of these Terms is determined to be invalid, illegal, or incapable of being enforced in full or in part, the Terms shall be construed as if such covenant or provision had never been contained herein, provided that such provision shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability.