

Fill in this information to identify the case:

Debtor Enviva Pellets, LLC

United States Bankruptcy Court for the: Eastern District of Virginia
(State)

Case number 24-70505

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

<p>1. Who is the current creditor?</p>	<p><u>BELZONA CAROLINA INC</u></p> <p>Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>	
<p>2. Has this claim been acquired from someone else?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p>3. Where should notices and payments to the creditor be sent?</p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p>Where should notices to the creditor be sent?</p> <p><u>BELZONA CAROLINA INC</u> <u>1100 INDIAN ISLAND RD</u> <u>AURORA, NC 27806</u></p>	<p>Where should payments to the creditor be sent? (if different)</p>
	<p>Contact phone <u>252-321-2035</u></p> <p>Contact email <u>OFFICE@BELZONACAROLINA.COM</u></p>	<p>Contact phone _____</p> <p>Contact email _____</p>
	<p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>	
<p>4. Does this claim amend one already filed?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY</p>	
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$ 3058.28. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Goods sold

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/09/2024
MM / DD / YYYY

/s/Peggy W. May
Signature

Print the name of the person who is completing and signing this claim:

Name Peggy W. May
First name Middle name Last name

Title Vice President-Operations

Company Belzona Carolina, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 249-2695 | International (310) 751-2601

Debtor: 24-70505 - Enviva Pellets, LLC		
District: Eastern District of Virginia, Alexandria Division		
Creditor: BELZONA CAROLINA INC 1100 INDIAN ISLAND RD AURORA, NC, 27806 Phone: 252-321-2035 Phone 2: Fax: Email: OFFICE@BELZONACAROLINA.COM	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Goods sold	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 3058.28	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Peggy W. May on 09-May-2024 9:57:55 a.m. Eastern Time Title: Vice President-Operations Company: Belzona Carolina, Inc.		

Belzona Carolina, Inc.

1100 Indian Island Road
 Aurora, NC 27806
 252-757-0053

Invoice

Invoice #	24-7726
Date	3/6/2024
P.O. No.	SAPPON0017486-1

Bill To
Enviva Pellets, LLC 7272 Wisconsin Ave. Suite 1800 Bethesda, MD 20814

Ship To
Enviva Pellets - Faison 5 Connector Road Faison, NC 28341

Terms	Due Date	Ship Date	Ship Via	Rep	Project
Net 30	4/5/2024	3/6/2024	UPS	T2	

Item	Description	Rate	Qty	Amount
W63	No 1) 8 x 1KG-ST Carbide (1818)	1,660.00	1	1,660.00T
W63-1	No 2) 1 x 1KG-ST Carbide (1818)	230.00	5	1,150.00T
UPS Freight	UPS Freight	48.21		48.21T

Thank you for your business. We appreciate your prompt payment. A 35% Restocking Fee will be assessed for any items returned within 15 days from receipt. Returned items must be in its original condition and returned freight is at customers expense and liability. Special order items can not be returned.	Subtotal	\$2,858.21
	Sales Tax (7.0%)	\$200.07
	Total	\$3,058.28
	Payments/Credits	\$0.00
	Balance Due	\$3,058.28

Enviva Pellets, LLC

Date
03/04/2024

PURCHASE ORDER

SAPPON0017486-1

Belzona Carolina Inc
1100 Indian Island Rd
Aurora NC 27806
USA



Billing Address
7272 Wisconsin Avenue
Suite 1800
Bethesda MD 20814
USA

E-mail all invoices to
APIInvoices@envivabiomass.com

Delivery address
5 Connector Road
Faison NC 28341
USA

Point of Contact PeggyMay
Phone 2523212035
Email office@belzonacarolina.com

Requisitioned By Clinton Baker
Payment Terms Net 30 days
Delivery Terms Free Carrier

Notes

No	Delivery Date	Product Number	Description	Quantity	Unit	Unit price	Amount
1	3/8/2024		8x1 kg ST Carbide - 8x1 kg ST Carbide for repairs	1.00	ea	1,660.00	1,660.00 USD
2	3/8/2024		1x1kg ST Carbide - 1x1 kg ST Carbide	5.00	ea	230.00	1,150.00 USD
						Total Amount	2,810.00 USD
Additional sales tax and shipping charges if applicable							

Enviva Pellets, LLC

By : _____
Name : _____
Title : _____

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Billing Instructions:

1. Please send one electronic copy of your invoice to **APIinvoices@envivabiomass.com** OR one hard copy to the billing address on page one.
2. ALL invoices must include the following:
 - a. The Purchase Order Number, in its entirety, as identified in the Agreement at the upper hand corner of page.
 - b. The line number that is being invoiced.
 - c. The amount of that line number being invoiced.
 - d. Listing of all invoices (including number and date) and running balance of payments/what is owed.
3. All supporting documents, including Lien Waivers, should be included in the same file as the invoice AFTER the invoice page(s).

NOTE - Failure to include these items (2a-2d) could substantially delay the processing of payments.

Shipping Instructions:

1. Equipment will only be received, whether at the jobsite or an off-site warehouse, between the hours of 8:00 AM and 5:00 PM, Monday through Friday, EST.
2. The shipper shall contact the Requisitioner a minimum of 48 hours prior to delivery to make proper arrangements and to identify the delivery location.
3. Seller **must** supply the shipper with the Seller information and this **ENVIVA PURCHASE ORDER** number associated with the delivery.
4. All delivery drivers must have personal protective equipment consisting of hard hat, safety shoes, safety glasses, and safety vest in order to make delivery. For deliveries to a Port facility, all delivery drivers must have a Port Transportation Worker Identification Credentials (TWIC) card in addition to the above required PPE.
5. ***Failure to comply with items one through four above could cause a delay in receiving. If delayed based on failur to comply , associated costs will be at seller's expense. Please make sure shippers have this information.***

Seller Acknowledgment:

1. Accept this offer in accordance with the prices, payments terms, delivery method, and specifications listed above.
2. Price is per your quote, proposal or signed contract. Costs exceeding this approved Purchase Order amount will not be paid without prior written approval and completion of a new purchase order.
3. Purchase Order is in accordance with the attached Enviva Pellets, LLC Terms and Conditions, unless already documented and negotiated with this specific Purchase Order.
4. If you are conducting work on site, a Certificate of Insurance is required before work begins.
5. All work shall comply with all applicable Federal, State, Local, County, and Enviva Codes and Regulations.

SELLER Acknowledged by Signature:

Date:

Date

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Enviva Pellets, LLC

TERMS AND CONDITIONS

- 1. Terms and Acceptance.** Contractor agrees to be bound by and to strictly comply with all terms set forth herein and in the Purchase Order, to which these Terms and Conditions are attached and expressly incorporated by reference (collectively, this "**Purchase Order**"), including any amendments, supplements, specifications, and other documents referred to in this Purchase Order. Acceptance by Contractor of the terms and conditions of this Purchase Order (including these Terms and Conditions) shall become effective upon the earlier of the date on which it executes and returns the acknowledgment copy of this Purchase Order or it begins performing any Services or fabricating or delivering any Goods which are the subject of this Purchase Order. No other form of acceptance shall be binding on Owner. This Purchase Order, as written, constitutes the entire and integrated agreement between Contractor and Owner and supersedes all other prior oral or written agreements (including Contractor's proposal, if any) or understandings between them concerning the subject matter of this Purchase Order and may not be modified or amended except by written agreement signed by the parties. To the extent that form purchase orders, confirmations, acceptances and invoices, or similar documents, are used to facilitate specific purchases of Goods and/or Services or payment for Goods and/or Services, any conflicting, additional, or different terms provided shall be of no force and effect. The "Notes," "Billing Instructions," "Shipping Instructions," "Seller Acknowledgement," and description of the Goods and/or Services, price, and quantities set forth in the preceding pages of this Purchase Order are incorporated into these Terms and Conditions and Contractor shall comply with the requirements of all such terms of this Purchase Order (including these Terms and Conditions). To the extent of a conflict between these Terms and Conditions and any other terms or requirements set forth in this Purchase Order, Contractor shall be bound by and comply with the greater or more stringent standard or obligation.
- 2. Inspection and Warranty.** All articles, equipment, materials, goods, and other items identified on the first page of this Purchase Order ("**Goods**") that are delivered to Owner (whether paid for or not) as well as all services required to be performed by Contractor pursuant to this Purchase Order (together with all articles, equipment, materials, goods, and other items to be provided by Contractor associated with such services, the "**Services**"), in each case directly or indirectly and whether paid for or not, are subject to inspection, testing, and approval by Owner before acceptance, including inspection of the place of manufacture (if applicable). Contractor expressly warrants that all Goods and/or Services: (a) are (except in the case of Services) new and unused, and Owner will be the first end-user; (b) conform in all respects to the applicable specifications, samples, and other descriptions identified in this Purchase Order or other documents relied upon by Owner; (c) will perform as set forth herein, be fit for their intended purpose and be of good quality, merchantable, and free from defects (both latent and patent); (d) are free and clear of all liens, claims, encumbrances, and security interests ("**Liens**"); (e) comply with all applicable federal, state, local and foreign laws and regulations, including, without limitation, the Fair Labor Standards Act, the Occupational Safety and Health Act and the Foreign Corrupt Practices Act; and (f) in the case of professional Services (as applicable), performed consistent with the highest level of professional skill and care ordinarily exercised by professionals in the state where the Services are to be employed or similar locality and under the same or similar circumstances and in conformity with current standards of best practices for the relevant industries. To the extent applicable, Contractor expressly represents and warrants that it or its retained professionals are duly licensed in all appropriate jurisdictions and fully competent to provide the Goods and/or Services. The warranties set forth herein shall survive for the longest of (i) one (1) year after acceptance by Owner in writing of Goods and/or Services, (ii) for Goods, eighteen (18) months after the delivery date, or (iii) such period offered by Contractor to Owner. Owner's affiliates, or to its customers generally. The foregoing warranties are in addition to, and not in lieu of, any warranties provided by Contractor to its customers generally and any warranties from any third-party manufacturers with respect to the Goods and/or Services. To the extent applicable, Contractor shall, on behalf of Owner and/or its affiliates, enforce any such manufacturer warranties against third parties. Upon request, Contractor shall certify compliance with any applicable law or regulation and provide evidence of the assignability of any applicable warranties from third party manufacturers. All Goods and/or Services not fully in compliance with this Purchase Order, shipped or performed contrary to instructions, shipped, or performed in excess of the quantities ordered, or violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Owner and returned or held at Contractor's expense and risk. Owner may charge to Contractor all expense of inspecting, unpacking, repacking, storing, and reshipping any Goods and/or Services rejected as aforesaid. Contractor shall, in a timely manner, correct, at its expense, all defects notified to or by Owner or of which it otherwise has knowledge. If Contractor does not correct any defect pursuant to the foregoing sentence within a reasonable time following awareness of such defect, Owner, acting reasonably, may, upon 10 days' notice in its discretion, remedy such defect, and all costs of remedial work and other reasonable costs associated with such defect shall be borne by Contractor. The remedies herein afforded to Owner shall not be exclusive, but Owner may hold Contractor liable for any and all damages arising from any breach or default of this Purchase Order.
- 3. General Responsibilities; Liens.** Contractor shall at no additional cost to Owner beyond the agreed-upon Price: (i) perform or deliver (as applicable) the Goods and/or Services set forth in this Purchase Order, and all other things necessary to prosecute, complete, and deliver (as applicable) such Goods and/or Services in strict accordance with all applicable laws, all applicable permits, and prudent industry practices, (ii) provide Owner with any deliverables, reports, and other documents that Owner may reasonably request, (iii) take all reasonable measures to ensure the safety of its employees, Owner's employees or visitors, and any other contractor or vendor's employees, including, without limitation, the maintenance of a safe and clean work area, and (iv) develop, maintain, and comply with, and ensure its employees' and subcontractors' compliance with, sufficient safety plans, policies, and requirements ("Contractor's Safety Plan"). Contractor's Safety Plan shall comply and be consistent with Owner's safety requirements, which are documented in Enviva Site Specific EHS Requirements for Projects ("Owner EHS Requirements"). A copy of the Owner EHS Requirements is available in ISNetWorld or by request to Owner. By providing Goods or performing Services under this Purchase Order, Contractor acknowledges receipt of the Owner EHS Requirements. The Owner EHS Requirements shall serve only as a guideline and minimum safety requirements for any work on Owner's site or facilities and shall not reduce or replace Contractor's sole responsibility for safety, including the safety of its employees, its subcontractor's employees, Owner's employees or visitors, and any other contractor or vendor's employees. Should Contractor or any subcontractor of any tier thereof file a Lien against all or any portion of the Goods and/or Services, the site, the facility, or the project, as may be applicable, Contractor shall, at its sole cost and expense, remove and fully discharge, by payment, bond, or otherwise, such Lien within 10 days of the filing of such Lien. If Contractor fails to remove and fully discharge any such Lien within such 10-day period, then Owner may, in its sole discretion, remove and discharge such Lien using whatever means that Owner deems appropriate, and Contractor shall be liable to Owner for all costs, expenses, and liabilities incurred by Owner arising out of or relating to such removal and discharge.
- 4. Price.** In consideration for the performance or delivery (as applicable) of acceptable Goods and/or Services, Owner shall pay, and Contractor shall accept, as Contractor's entire compensation, the price set forth on the Purchase Order (the "**Price**"). The Price includes any and all sales, use, or similar taxes applicable to the Goods and/or Services and all Contractor Taxes (as defined below) and is not subject to increase without the prior written consent of Owner. No additional amounts shall be chargeable to Owner because of any taxes or excise presently or hereafter levied on Contractor or any subcontractor thereof of any tier. If Contractor's quoted prices for any Goods and/or Services covered by this Purchase Order are reduced (whether in the form of a price reduction, close-at rebate, allowances, or additional discounts offered to anyone) at the time of performance or delivery (as applicable) of any Goods and/or Services, Contractor agrees that the Price to Owner will be reduced accordingly, and Owner will be billed at such reduced prices. If Contractor's quoted prices include taxes or excises, and if such taxes or excises or any part thereof are hereafter refunded to Contractor, Contractor shall immediately pay Owner the amount of such refund. Contractor shall be liable for and shall pay all compensation to its employees and shall be liable for and pay all Contractor Taxes, contributions, penalties, or other costs or charges imposed by applicable law. "**Contractor Taxes**" means any and all taxes, fees, and contributions on or measured by the income, gross receipts, or assets of Contractor or its subcontractors of any tier and all taxes, fees, and contributions on or measured by employees, other labor costs of Contractor or its subcontractors of any tier, including, without limitation, all payroll or employment compensation tax, social security tax or similar taxes for Contractor's or any such subcontractor's employees, and all taxes and fees on subcontracts or other Contractor expenses incurred in performance or delivery (as applicable) of the Goods and/or Services. Contractor acknowledges that it has included in its Price all costs and expenses necessary to fully perform or deliver (as applicable) the Goods and/or Services in strict compliance with these Terms and Conditions.
- 5. Invoicing and Payment.** Contractor shall prepare an invoice of all or the relevant portion of the Goods and/or Services, as applicable, to be forwarded with all other documents required to effect shipment or performance (as applicable) of such Goods and/or Services in accordance with the invoicing schedule set forth in the Purchase Order or, absent such invoicing schedule, upon Owner's acceptance of all of the Goods and/or Services (each, an "**Invoice**"). Each Invoice shall contain the following information: (a) all information described under the heading, "Billing Instructions" in this Purchase Order; (b) wire information for payment; and (c) any other information or documentation that Owner may reasonably request. Contractor shall provide to Owner all backup documentation necessary to support the Invoices. Failure to provide the requested and proper backup documentation may result in delays in payment or rejection of Invoices. Payment on such Invoice will not constitute acceptance of the Goods and/or Services and will be subject to (i) adjustment for errors, shortages, or defects in the Goods and/or Services or other failure of Contractor to meet the requirements of this Purchase Order and (ii) Owner's receipt from Contractor of written releases and lien waivers in the form included in the Purchase Order and in substance acceptable to Owner from Contractor with respect to all Goods and Services for which payment is being sought and, in the case of the final invoice, with respect to all Goods and Services. Payment on all undisputed amounts under each Invoice shall be net sixty (60) days unless a different term is set forth in this Purchase Order. Owner may set off any amount due from Contractor under this Purchase Order against any amount due Contractor or claimed by Contractor to be due under this Purchase Order. Owner shall provide Contractor notice of any such set off. In addition, Owner may withhold from Contractor, or invoice Contractor for, any amount sufficient to reimburse Owner for any loss, damage, expense, or liability for: (1) Contractor's actual, alleged, or reasonably probable failure to comply with the terms and conditions of this Purchase Order; (2) Contractor's default as provided in Section 12 herein; (3) Contractor's indemnification obligations pursuant to Section 9 herein; or (4) breaches or other losses in connection with any other agreement between Contractor and Owner or their affiliates. If any third-party claims for which Owner is entitled to indemnification are made or threatened, Owner may retain all or any part of the amounts due Contractor under this Purchase Order as it considers necessary until all such claims have been resolved and evidence to that effect has been furnished to the satisfaction of Owner. In the event of and during any pending dispute between the parties regarding invoices

Date

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and resulting delays in payment, Contractor shall continue to furnish to Owner the Goods and/or Services required under this Purchase Order, and Owner shall continue to pay all undisputed amounts in accordance with the terms hereof.

6. Performance; Time is of the Essence; Packaging and Packing. Time is of the essence for this Purchase Order. This Purchase Order is based upon Contractor's agreement that the performance or delivery (as applicable) of the Goods and/or Services will be completed by the dates specified on the face of this Purchase Order or in an attachment thereto or as subsequently committed by Contractor and approved in writing by Owner. If performance or delivery (as applicable) of the Goods and/or Services is not completed by the time provided for or established herein, Owner reserves the right, without liability, in addition to and without waiving any of its other rights and remedies under this Purchase Order or at law, to terminate this Purchase Order by notice effective when received by Contractor, as to any or all stated Goods and Services (as applicable), and to cover by procuring substitute Goods and/or Services elsewhere. Contractor shall be responsible for any excess and additional costs as a result of procurement of such substitute Goods and/or Services. Any delays in or failure of performance by Owner or Contractor, shall not constitute a default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of the affected party, and which by the exercise of reasonable diligence could not have been foreseen or avoided ("Force Majeure Cause"). Such Force Majeure Causes may include, but are not limited to, acts of God or the public enemy, expropriation or confiscation of facilities, compliance with any order or request of any governmental authority, epidemic or pandemic, act of war, rebellion or sabotage or damage resulting therefrom, fires, floods, explosion, accidents, riots, strikes or other concerted acts of workmen (on a national or regional level), whether direct or indirect, or any other cause, whether or not of the same class or kind as those specifically above named. In the event either party is impacted by a Force Majeure Cause, the impacted party shall only be entitled to additional time to perform its obligations under the Purchase Order and shall not be entitled to an increase in the Price. The acceptance of late performed or delivered (as applicable) Goods and/or Services or defective Goods and/or Services shall not be deemed a waiver by Owner of the right to cancel this Purchase Order, or to refuse to accept further Goods and/or Services. Contractor shall arrange for and perform or ship (as applicable) all Goods and/or Services at or to, as applicable, the place designated in this Purchase Order, if applicable. Contractor shall perform and furnish all Goods and/or Services in a manner that is in accordance with prudent industry practices. For Goods provided under this Purchase Order (if any), Contractor shall pack, or shall cause the carrier to pack, all Goods in a manner that is in accordance with good commercial practice and adequate to ensure safe arrival of the Goods at the appropriate place designated in this Purchase Order. Each container shall be clearly labeled to indicate the applicable Purchase Order number(s) and quantities of Goods. In performing any Services under this Purchase Order, Contractor shall be responsible for all necessary surveying, field measurements, testing, and inspections and Contractor shall not rely upon any representations by Owner for this information. In performing any Services, Contractor may not use any of Owner's tools or equipment without prior written authorization and without first executing an appropriate release and indemnity agreement on a form acceptable to Owner.

7. Intellectual Property. Contractor hereby grants to Owner an irrevocable, assignable, nonexclusive, royalty-free, perpetual, unrestricted, worldwide right and license to use any intellectual property of Contractor included in or resulting from the Goods and/or Services furnished by Contractor to Owner under this Purchase Order, including but not limited to any inventions, discoveries, improvements, and copyrightable materials which are conceived and/or reduced to written form or to practice in the course of the Contractor's work under this Purchase Order. Title and all rights and legal interests, including copyright and "moral" rights, in all such intellectual property (whether actually delivered to Owner or not) shall vest solely and exclusively in Owner. Contractor agrees to assign, and hereby does assign, to Owner all such intellectual property developed by Contractor, its subcontractors, or employees while furnishing and/or performing the Goods and/or Services. Contractor expressly warrants that there has been no violation, misappropriation, or infringement of any trade secret, patent, trademark, copyright, or other third-party property right (including without limitation, any violation of a third-party license) in any way connected with or arising out of furnishing the Goods and/or Services specified in this Purchase Order.

8. Title and Risk of Loss. Title to any equipment, materials, goods, or other items constituting Goods and/or Services passes from Contractor to Owner upon the earlier of (i) its delivery to the destination indicated in this Purchase Order and (ii) Owner's payment for such item. Contractor shall bear all risk of loss and be responsible for the care, custody, and control of each item constituting Goods and/or Services until Owner's acceptance of all of the Goods and/or Services as notified to Contractor after inspection by Owner.

9. Indemnification by Contractor. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Owner and its affiliates and their respective agents, members, officers, directors, representatives, employees, successors and assigns (each, an "Owner Indemnified Party") harmless from and against any and all claims, suits, demands, injuries, fines, penalties, damages, losses, expenses, liabilities, and interest arising from or in any manner relating to (i) Contractor's performance of this Purchase Order or the performance of any of Contractor's subcontractors or suppliers of any tier related to this Purchase Order; (ii) Contractor's breach of any provisions of this Purchase Order; (iii) Contractor's or Contractor's subcontractors' or suppliers' of any tier interference with, or damage to or destruction of, the work or property of any Owner Indemnified Party or third party; (iv) any taxes, duties, charges, or excises constituting part of the Price or for which Contractor is responsible hereunder; or (v) any allegation that any Goods and/or Services (or any part thereof) furnished under this Purchase Order infringes or violates any patent, copyright, trademark, trade secret, service marks, inventions, or other intellectual property or proprietary rights of any third party or is the basis for unfair competition resulting from similarity in design, trademark, or appearance. In case any part of the Goods and/or Services is held in any such suit or proceeding to constitute infringement and its use is enjoined, Contractor shall, or at any time after a claim of infringement arises, Contractor may (at Owner's option), promptly either (1) secure for Owner the perpetual right to continue the use of such part of the Goods and/or Services by procuring for Owner a perpetual, royalty-free license or such other permission as will enable Contractor to secure the suspension of any injunction; (2) replace at Contractor's own expense such part of the Goods and/or Services with an adequate non-infringing part or modify it so that it becomes non-infringing, but only if the replacement or modification does not adversely affect Owner's acquisition costs, operating or maintenance costs, construction or operating schedules, operation or maintenance procedures, public relations, employee relations, any license or permit affecting Owner's property, the functionality or optionality of the Goods and/or Services, or any other matter relating to Owner's property or its operation; or (3) refund the entire Price of the Goods and/or Services affected. Notwithstanding anything herein to the contrary and to the maximum extent permitted by law, Contractor waives the benefit, for itself and all of its subcontractors and suppliers of any tier, insofar as indemnification of Owner is concerned, of the provisions of any applicable workers' compensation laws limiting the tort or other liability of any employer on account of injuries to, or deaths of, the employer's employees.

10. Insurance Requirements. (A) Contractor shall obtain and maintain, and require its subcontractors to obtain and maintain, during the term of this Purchase Order, the following minimum insurance coverage with limits, terms, and conditions as set forth in this Section 10 at no additional expense to Owner: (i) Commercial General Liability insurance having not less than \$1,000,000 per occurrence / \$2,000,000 general aggregate limits with a deductible or self-insured retention not to exceed \$25,000. The Commercial General Liability policy shall be written on an occurrence basis and include blanket bodily injury, personal injury, property damage, loss of use of property, contractual liability, and products and completed operations coverage. The Commercial General Liability policies of Contractor and its subcontractors shall be endorsed as follows: (a) such insurance as afforded by this policy for the benefit of Owner (including its affiliates and their respective directors, officers, agents and employees) each of whom shall be added as an additional insured and shall be primary as respects any claims, losses, damages, expenses, or liabilities arising out of, relating to in any way, or incident to the Goods and/or Services or any activities of Contractor personnel or its subcontractors' personnel on the premises of, or in connection with any property of, Owner or its affiliates, regardless whether instituted against Contractor alone or jointly with others, and whether or not negligence or liability is charged solely against Contractor, its directors, officers, affiliates, agents, and /or employees. Any insurance carried by Owner and/or its affiliates shall be excess of and non-contributing with insurance afforded by this policy. (b) If any of the Goods provided and/or Services performed by Contractor or its subcontractors includes blasting, explosion, excavation, pile driving or caisson work, moving, shoring, underpinning, razing or demolition of any structure or removal or rebuilding of any structural support thereof, or any subsurface work, the Commercial General Liability policy shall cover such activities and the certificate of insurance described below shall indicate that insurance is provided for such activities. (ii) Business Auto Liability insurance having not less than a \$1,000,000 combined single limit per accident written on an "occurrence" basis, including coverage for all owned, non-owned, hired, and leased automobiles. (iii) Workers' Compensation insurance having coverage that complies with any statutory obligation imposed by workers' compensation, occupational disease, or similar applicable state or federal laws, including U.S. Longshore and Harbor Workers' Act, Federal Employers' Liability Act, and Jones Act, if applicable. (iv) Employer's Liability Insurance, covering all operations and any Services hereunder, written on an occurrence basis, with limits of liability not less than \$1,000,000 per person / \$1,000,000 per occurrence. (v) If applicable, Professional Errors and Omissions Liability Insurance covering the negligent acts errors, or omissions of Contractor in performing professional services (if any) under this Purchase Order, written on a "claims-made" basis with minimum limits of \$1,000,000 per claim / \$2,000,000 general aggregate. (vi) If, as a result of performing Services under this Purchase Order, Contractor will be granted access to Owner's servers or if any Owner Confidential Information will be stored on Contractor's servers, Cyber Liability Insurance having not less than \$1,000,000 per occurrence / \$1,000,000 general aggregate limits with a deductible or self-insured retention not to exceed \$25,000. (vii) In addition to the above coverages, additional coverage and limits may be required depending on the scope of Goods and/or Services provided pursuant to this Purchase Order. Prior to performing under this Purchase Order, Contractor shall confirm with Owner whether any additional coverages are required and shall provide such coverage. (B) The insurance policies described above shall contain endorsements making them primary and non-contributory with respect to any claims, losses, damages, expenses, or liabilities arising out of, relating to in any way, or incident to the Goods and/or Services or any activities of Contractor personnel or others under Contractor's direction, custody, or control. Contractor shall ensure that each of its subcontractors, if any, also meet the same insurance obligations as Contractor under this Purchase Order. Any deficiency in the coverage, policy limits, or endorsements of any such subcontractors will be the sole responsibility of Contractor. (C) Prior to performing under this Purchase Order and as a prerequisite for payment under this Purchase Order, Contractor and its subcontractors shall provide Owner with certificates of insurance as evidence of compliance with the above insurance requirements. Any failure of such certificates to conform to the contractual requirements specified herein shall not result in a waiver of Contractor's required insurance, and all of Contractor's indemnity and insurance obligations shall continue in full force and effect. Such certificates shall: (i) name Owner, its directors, officers, affiliates, agents and employees and such other parties as Owner may designate as an additional insured (except employer's liability, workers' compensation, or professional liability (if any) coverages or any other coverage for which Owner and its designees cannot be named as additional insureds by law), (ii) provide that Owner shall receive sixty (60) days' prior written notice of non-renewal, cancellation of, or modification to any of the above policies; and (iii) indicate that the applicable policies have been endorsed as described above. (D) All insurance shall be placed and maintained with insurers authorized to do business in the State in which the Facility is located and other locations where the Services will be performed, with an A.M. Best rating of A- / VIII or better. (E) All of the policies Contractor or its subcontractors shall maintain (except employer's liability, workers' compensation, or professional liability (if any) coverages) shall provide the following: (i) standard cross-liability provisions; and (ii) waiver of all rights of subrogation against Owner

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and its affiliates. For the avoidance of doubt, the requirements contained in this Section 10 are in addition to any other insurance requirements which may be required in connection with this Purchase Order.

11. Modification. Owner may at any time, by written order, make changes or additions within the general scope of this Purchase Order. If any such change causes a material increase or decrease in the cost of, or the time required for performance of, this Purchase Order, Contractor shall notify Owner in writing immediately, and an appropriate equitable adjustment will be made in the Price or time of performance, or both (as appropriate), by written modification of this Purchase Order signed by both parties. In the event Owner orders a change in the scope or quantity of the Goods and/or Services (as applicable), Contractor shall immediately provide to Owner a proposal identifying any increases or decreases to the Price and/or time for performance and/or delivery. Contractor shall not commence any additional or changed Services or fabricate or provide any additional or changed Goods without first receiving from Owner written approval of the modification to the Purchase Order and the Price. Contractor's performance of such work without prior written approval shall be at Contractor's sole risk and expense, provided however that Contractor shall at all times continue performing and/or providing its previously-approved Services and/or Goods under the Purchase Order. No substitutions or partial shipments are authorized unless otherwise agreed in this Purchase Order. Should Contractor be unable to fill an order exactly as written or exactly in compliance with the referenced part numbers, specifications, codes, standards, and drawings, as applicable, Contractor shall immediately notify Owner prior to processing this Purchase Order. Owner shall not be bound by any change to this Purchase Order (including, without limitation, any increase in payments) unless authorized in writing by Owner's authorized representative.

12. Cancellation; Default. Owner reserves the right at any time and from time to time without cause, to cancel all or any part of the unperformed portion of this Purchase Order, or to suspend the performance or delivery by Contractor of all or any portion of this Purchase Order, by notice to Contractor. In the event of such cancellation or suspension, Owner shall only be liable for amounts which are due Contractor under this Purchase Order for Contractor's Goods and/or Services performed or delivered, as applicable, and accepted as of the date of such cancellation or suspension. Owner shall not be liable to Contractor for loss of anticipated profits or cancellation fees in connection with such cancellation, suspension, or otherwise. Upon the happening of any one or more of the following events of default, Owner shall have the unrestricted right to cancel, suspend, or terminate this Purchase Order without cost or liability to Owner: (i) Contractor's insolvency or inability to meet obligations as they become due; (ii) filing of voluntary or involuntary petition of bankruptcy by or against Contractor; (iii) appointment of a receiver for Contractor by any court of competent jurisdiction; (iv) Contractor's repudiation of any or all of its obligations under this Purchase Order; (v) Owner's reasonable belief that Contractor will not be able to perform or deliver the Goods and/or Services in a satisfactory or timely manner; (vi) Contractor's material breach of any term of this Purchase Order or (vii) Contractor's commission of multiple breaches of any term of this Purchase Order which collectively constitute a material breach. In the event of any such default by Contractor hereunder, Contractor shall be liable for all claims, damage, loss, liability, or expense (including, but not limited to, attorneys' fees) incurred by Owner arising out of such default. The acceptance of Goods and/or Services or performance or delivery after the occurrence of any of the above-enumerated events shall not affect the right of Owner to cancel, suspend, or terminate this Purchase Order.

13. Audit Rights. Owner shall have rights of access to Contractor's facilities and records related to the Goods and/or Services for inspection or audit by Owner, its designated representatives and/or other parties authorized by Owner. This shall include, but is not limited to, the right to audit material, test, inspection, services, and quality records; make surveillance visits during performance or manufacture (if applicable); and witness tests to the extent Owner deems necessary to assure that the Goods are in compliance with and/or the Services are being performed in accordance with all of the requirements set forth in this Purchase Order. At any time, Owner shall have the right to access and audit Contractor's books and accounting records relating to Contractor's costs and expenses relating to this Purchase Order.

14. Assignments. Contractor may not assign this Purchase Order or any of its rights or obligations without the prior written consent of Owner. Owner may assign and novate this Purchase Order to a "related party". For purposes of this paragraph "related party" means (a) a surviving or successor company to Owner in the event of a merger, sale of all or substantially all of its assets or equity securities, or consolidation, or (b) a company that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, Owner and where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such party, whether through the ownership of voting securities, by contract, or otherwise. Owner may also make a collateral assignment of this Purchase Order, in whole or in part, to any financing entity and such financing entity(ies) may further sub-assign this Purchase Order, in whole or in part, without further notice to Contractor.

15. Claims; Disputes. In no event will Owner or its affiliates, or any of their respective officers, directors, employees, or agents, be liable for any indirect, special, punitive, treble, incidental, or consequential damages, losses or expenses arising in connection with this Purchase Order. Any claim by Contractor for any adjustment in the Price or the time for performance or delivery must be asserted within three (3) days of occurrence of the event giving rise to such claim, or such other period as may be agreed upon in writing by the parties. In the case of any claim involving this Purchase Order, Owner shall issue a decision which shall be followed by Contractor without interruption, deficiency or delay pending resolution of such dispute. If Contractor does not agree with Owner's decision, Contractor may make a request for equitable adjustment which shall be resolved by Contractor and Owner through negotiation and/or through the dispute procedure described herein. Any claim arising out of or related to this Purchase Order, the Goods, and/or Services not resolved through negotiation shall be subject to mediation as a condition precedent to any further dispute resolution procedures. Mediation shall be in accordance with the applicable rules and procedures of the American Arbitration Association ("AAA") then in effect, except as expressly modified by these Terms and Conditions; however, any such mediation shall not be administered by the AAA. Request for mediation shall be made in writing to the other party to this Purchase Order. Mediation shall be conducted by a qualified neutral mutually selected by the parties. Only in the event the parties are unable to agree to a mediator after reasonable diligence and effort shall the parties engage the services of a third-party administration service, such as the AAA, to select a mediator. The parties shall share the mediator's fee equally. The mediation shall be held in Bethesda, Maryland, United States of America, unless another location is mutually agreed upon in writing. Any claim arising out of or related to this Purchase Order, the Goods, and/or the Services not resolved in mediation shall be subject to litigation in, and the parties irrevocably submit to the exclusive jurisdiction of, the state or federal courts sitting in Montgomery County, Maryland, United States of America. Notwithstanding the foregoing, Owner may elect, in its sole discretion and upon written notice to Contractor, to have any claim arising out of or related to this Purchase Order, the Goods, and/or the Services resolved through binding, confidential arbitration in accordance with the applicable rules and procedures of the AAA then in effect, except as expressly modified by these Terms and Conditions; however, any such arbitration shall not be administered by the AAA. In the event Owner elects to have such claims resolved in arbitration, the arbitration shall be held in Bethesda, Maryland, unless another location is mutually agreed upon. Any arbitration under this Purchase Order shall be conducted by an independent arbitrator mutually selected by the parties. If the parties do not mutually agree on an independent arbitrator who is willing and able to serve, arbitration shall be by a three-member panel. If three arbitrators are to be selected, the Owner and Contractor shall each select an independent arbitrator. The two independent arbitrators so selected shall select a third who will act as the chair of the arbitration panel. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE ORDER.

16. Confidentiality. Contractor shall keep confidential and not make unauthorized use of any confidential or proprietary information of Owner or any of its affiliates disclosed in writing, orally or otherwise during performance of this Purchase Order, including, without limitation, financial and commercial information, documents, specifications, manuals, evaluations, methods, systems, know-how, processes, technical descriptions, reports and other data, records, and information (hereinafter the "**Confidential Information**"). No disclosure shall be deemed to be Confidential Information if such information was known by Contractor prior to the disclosure thereof by Owner or its affiliate(s); is, or shall become, other than by an act of Contractor, generally available to the public; was lawfully made available to Contractor by a third party in good faith and who was not subject to a non-disclosure agreement; was developed by Contractor without reference to or reliance upon Confidential Information received from Owner or its affiliates; or is required by governmental rule or governmental authority to be disclosed to a person who is authorized by governmental rule to receive the same; provided, that, to the extent permitted by governmental rule, Contractor promptly gives notice to Owner of the impending disclosure and uses commercially reasonable efforts to obtain from the person to whom such disclosure is made written assurance that confidential treatment will be accorded to such portion of the Confidential Information that is disclosed (at Contractor's expense). Contractor agrees that it will make available to its own personnel Owner's Confidential Information only on a "need to know" basis and that all personnel to whom the Confidential Information is made available will be made aware of the strictly confidential nature of the Confidential Information, provided that Contractor will be liable for the breach of any of the obligations under this Section 16 by any such personnel.

17. Personnel. Contractor is an independent contractor with respect to Owner and neither Contractor nor any of its subcontractors of any tier nor any of their respective employees shall be deemed to be Owner's employees, servants, or agents and none of them shall be authorized to bind Owner in any manner. Contractor and its subcontractors of each tier shall be responsible for providing benefits (as applicable) and compensation to their respective employees. For the purposes of this Purchase Order, Contractor shall request from Owner the prior written approval of any employees or agent of Contractor or any subcontractor of any tier before such employee's or agent's entering onto any Owner property (whether owned, leased or otherwise made available to Contractor in connection with the Goods and/or Services) or accessing any systems of Owner or any of its affiliates. Contractor shall only use its employees to perform or deliver the Goods and/or Services unless Owner has consented in advance to the use of the relevant subcontractor. Owner may in its sole discretion grant or revoke the approval of any employee or agent of Contractor or any subcontractor. Contractor shall immediately remove from the work area any such employee or agent for whom approval has been revoked by Owner and prevent such employee or agent from further performing or delivering under this Purchase Order. Owner and Contractor shall each designate a person to act as their respective representatives under this Purchase Order. Such persons shall have complete authority to transmit instructions, receive information and interpret and define the parties' policies and decisions with respect to the Goods and/or Services. In the event a designate representative is no longer able to act as the party's representative, that party shall promptly designate a new representative who is duly authorized to act on the party's behalf.

18. Survival. Contractor's obligations under Sections 2, 3, 7-10, 12, 14, and 16 as well as the provisions of Sections 15, 18, and 19 shall survive cancellation, suspension, or termination of

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this Purchase Order and final payment for any Goods and/or Services hereunder.

19. General. This Purchase Order shall be governed by the laws of the State of Maryland, without reference to its choice of law provisions. The remedies stated herein are in addition to all other remedies at law or in equity. No provision in this Purchase Order shall be construed to the disadvantage of a party hereto merely because that party was responsible for its preparation or the inclusion of such provision. If any term in this Purchase Order is found to be illegal, invalid, or unenforceable by any competent authority, such provision shall be deemed severable and shall not affect the force and validity of any other terms of this Purchase Order, which shall continue to have full force and effect. The parties hereto shall, in such event, negotiate in good faith to agree to mutually satisfactory legal, valid, and enforceable modifications to such terms and only to the extent necessary to conform such terms to be in compliance with applicable law. Written notices required or permitted to be given shall be in writing and sent to the addresses provided on the face of the Purchase Order by (a) registered or certified mail, return receipt requested, postage prepaid; or (b) reputable overnight carrier service (such as United Parcel Service) for next business day morning delivery, all fees prepaid. Except as expressly provided in this Purchase Order, no waiver by either party of any provision of or a default under this Purchase Order shall affect the right of the party making such waiver to thereafter enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar. This Purchase Order shall be binding on the parties hereto and their respective successors and assigns. This Purchase Order may be signed in counterparts (and using original, facsimile, or electronic signatures) which taken together shall constitute one document.