1. GENERAL PROVISIONS APPLICABLE TO GOODS AND SERVICES.

2. Definitions:
The term “Buyer” includes the ultimate consumer of the goods and/or recipient of the services and all rights, benefits and remedies conferred upon Buyer by this Order, and also includes any substitute for Buyer or any person acting on Buyer’s behalf or under Buyer’s control.

3. All applicable laws and regulations, including, but not limited to, the Revised Uniform Commercial Code, as adopted in the State of Florida, and all other applicable laws and regulations of any federal, state, county, or local government, apply to the performance of this Order.

4. The time for delivery of any goods or the completion of any work shall be in accordance with the Order, and Buyer may accept delayed delivery or performance of work if Buyer, in Buyer’s absolute discretion, determines in Buyer’s sole judgment that such delay or performance is in the best interest of Buyer.

5. No change shall be made in the performance required by this Order except as authorized in writing by Buyer.

6. Any change in the price or time of performance required by this Order, whether or not agreed to by Buyer, shall not be effective unless in writing and signed by an authorized representative of Buyer.

7. Buyer’s acceptance of any goods or services, or of any portion thereof, by or for Buyer, including, but not limited to, Buyer’s written order or acknowledgment of delivery, shall not be construed as Buyer’s acceptance of any goods or services hereunder.

8. Any clause, provision, or condition hereof which is found to be invalid, illegal, or otherwise unenforceable, will be deemed severable to the extent necessary to make any such clause, provision, or condition enforceable. The parties shall then substitute a valid, legal, and otherwise enforceable clause, provision, or condition of as nearly as possible the same economic effect as the invalid, illegal, or otherwise unenforceable clause, provision, or condition.

9. Seller shall maintain insurance as required by law and as specified herein, including, but not limited to, Employer’s Liability insurance in an amount not less than $5,000,000 per occurrence, bodily injury or property damage liability insurance in an amount of $5,000,000 per occurrence, Workmen’s Compensation insurance in an amount not less than the minimum required by law, and such other insurance as may be required by law or by Buyer.

10. Seller shall maintain insurance as required by law and as specified herein, including, but not limited to, Employer’s Liability insurance in an amount not less than $5,000,000 per occurrence, bodily injury or property damage liability insurance in an amount of $5,000,000 per occurrence, Workmen’s Compensation insurance in an amount not less than the minimum required by law, and such other insurance as may be required by law or by Buyer.

11. Any non-permitting of the performance of this Order shall be in accordance with the Order, and Buyer may accept delayed delivery or performance of work if Buyer, in Buyer’s absolute discretion, determines in Buyer’s sole judgment that such delay or performance is in the best interest of Buyer.

12. Any change in the price or time of performance required by this Order, whether or not agreed to by Buyer, shall not be effective unless in writing and signed by an authorized representative of Buyer.

13. Seller shall maintain insurance as required by law and as specified herein, including, but not limited to, Employer’s Liability insurance in an amount not less than $5,000,000 per occurrence, bodily injury or property damage liability insurance in an amount of $5,000,000 per occurrence, Workmen’s Compensation insurance in an amount not less than the minimum required by law, and such other insurance as may be required by law or by Buyer.

14. Buyer may terminate this Order, in whole or in part at any time by written or telegraphic notice, stating the effective date and cause of such termination. Upon any such termination, Buyer shall invoice Seller for all work performed or expended for or on account of Buyer hereunder, and Buyer shall be entitled to offset any amounts owing from Buyer to Seller against any amounts owing from Seller to Buyer.

15. If any provision of this Order is held by any court or other competent authority to be invalid, illegal, or otherwise unenforceable, that invalidity, illegality, or unenforceability shall not affect any other provision of this Order, and such provision shall be reformed, interpreted, or limited, if possible, in such a manner as to render it valid, legal, and enforceable.

16. INEFFECTIVE AND INAPPROPRIATE LIMITS;

17. OF ITS OBLIGATIONS UNDER THIS ORDER.

18. Approved drawings. All plans, specifications and drawings provided by Seller shall be furnished to Buyer for all hazardous materials and services and shall be incorporated into this Order by reference. Buyer shall be entitled to inspect and testing services or facilities required to furnish the goods and/or provide the repair, improvement, and/or other work as specified on the reverse side hereof. The terms hereof shall include the vessel, equipment, and/or other items of Buyer for which Seller is to provide services.

19. In preparing any work or service, Seller shall be bound by all specifications, drawings, and regulations applicable hereunder, and Seller shall be liable for all work not in accordance with any such specification, drawings, or regulations.

20. Any change in the price or time of performance required by this Order, whether or not agreed to by Buyer, shall not be effective unless in writing and signed by an authorized representative of Buyer.

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