

PAVION / STRUCTURE WORKS SUBCONTRACTING TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS

The "Contract Documents" refer to this Agreement, Subcontractor Terms and Conditions (latest version available at www.pavion.com/legal), Subcontractor Engagement, Rate Sheet, Statement of Work, Drawings and Specifications, Exhibits, Addenda, and the contract between the SWI and the Owner for the project, all of which are collectively incorporated into this Agreement by reference as if their collective terms and conditions were restated in their entirety herein. Subcontractor represents that it has carefully reviewed and analyzed the Contract Documents prior to its execution of this Agreement. Copies of the Contract Documents are available upon request to SWI, and it is presumed for this agreement that Subcontractor has familiarized itself with the Contract Documents.

2. SERVICES AND PERFORMANCE

Subcontractor's completion of its work and within any interim milestones applicable to its work and Subcontractor's cooperation with the SWI's efforts to schedule and coordinate the work are of the essence of this Subcontract. Subcontractor shall perform services as specified in each Statement of Work in accordance with professional standards and all incorporated requirements. The time requirements of this Agreement shall be extended for such reasonable period of time as SWI shall reasonably determine is justified if the Subcontractor is unavoidably delayed in the progress of the work solely by reason of: (i) failure to act, direction, order, neglect, delay or default of the Owner, the SWI, or other contractors or consultants hired by the Owner or SWI; (ii) changes in the work directed by SWI or the Owner; (iii) fire, earthquake, acts of God or similar catastrophe; or (iv) not resulting in whole or in part from the fault or neglect or any other action or inaction of the Subcontractor or any sub-subcontractor of any tier. All work shall comply with applicable law and SWI quality procedures.

3. LIENS OR CLAIMS

If at any time there shall be any lien, Claim, suit, attachment, notice or any other encumbrance filed, whether mechanics' lien or otherwise, against Subcontractor, or any part thereof in connection with the Work, or presented to Subcontractor by any third-party against Subcontractor, Subcontractor agrees to cause such liens and claims to be satisfied, removed, or discharged at its own expense by bond, payment or otherwise within seven (7) days from the date of the notice or filing.

4. PAYMENT

Subcontractor agrees to submit no more than one invoice to SWI on or before the 20th day of each month with details on the cost of completed services and materials supplied in the prior month. SWI shall pay Subcontractor undisputed invoice amounts within 60 days subject to satisfactory performance and compliance with all terms or lesser period as required by law. SWI may retain five percent (5%) until final completion and acceptance of all work, unless a different retention percentage is specified in the applicable SOW. Payments made to Subcontractor will not constitute acceptance of the services.

5. WARRANTIES AND INDEMNIFICATION

Subcontractor acknowledges that as part of its warranty obligation, it warrants all of the work against defects and deficiencies in materials, equipment and workmanship for a period of twelve (12) months from the date of acceptance or substantial completion, whichever is later. To the extent that any defective or nonconforming work is repaired or replaced during a guarantee or warranty period, the guaranty or warranty period covering such repaired or replaced work shall commence anew from the date such repair or replacement is completed and accepted by SWI or the Owner. Subcontractor shall pay for all damage resulting from defects in the work, and all costs and expenses associated with the correction, replacement, removal and/or repair of the work and any other work or property which may have been damaged by the defect. Subcontractor indemnifies SWI and Owner against all third-party claims, liabilities, and losses arising out of or resulting from the performance or non-performance of the work or arising out of the breach of this Agreement by Subcontractor, any sub-subcontractor at any tier or any of Subcontractor's or such sub-subcontractors' agents or employees, except for instances of SWI's gross negligence. In no event will SWI be liable for incidental, consequential,

indirect, special, or punitive damages including, but not limited to, loss of use of subcontractor's products and services, loss of profits, loss of revenue, interest, lost goodwill, work stoppage, impairment of other goods, increased expenses of operation, or direct claims of subcontractor's customers or suppliers, whether based on contract, warranty, tort (including, but not limited to, strict liability or negligence) or otherwise, even if advised of the possibility of such damages.

6. INSURANCE COVERAGES

Subcontractor shall procure and maintain insurance coverage that mirrors the insurance requirements flowing down from Owner to SWI until completion and final acceptance of services, subject to any modifications and limitations. Subcontractor shall name SWI, Owner and anyone so required by the Contract Documents as an additional insured.

7. ENVIRONMENTAL, HEALTH, AND SAFETY COMPLIANCE

Subcontractor shall comply with all applicable EHS laws, regulations, and standards, including OSHA requirements, in performing work under this Agreement. Subcontractor shall maintain appropriate safety programs, provide necessary training and PPE to personnel, obtain required licenses and permits, immediately report workplace incidents to SWI, and ensure sub-subcontractor compliance. SWI may inspect Subcontractor's EHS compliance and suspend work for unsafe conditions, with Subcontractor bearing associated costs. Subcontractor shall indemnify SWI against third-party claims arising from Subcontractor's EHS violations.

8. TERMINATION

SWI party may terminate this Agreement with ten (10) days written notice or immediately for material breach, insolvency, or safety violations. This Agreement may be terminated upon the written mutual consent of the parties.

9. MISCELLANEOUS

Both parties shall maintain strict confidentiality of proprietary information, whether or not labeled as confidential. Subcontractor is an independent contractor. To the fullest extent permitted by law, neither this Agreement nor any monies due or to become due hereunder shall be assigned or subcontracted without the prior written consent of SWI and Owner. SWI and Owner's consent to any assignment or subcontracting shall not relieve Subcontractor of any of its agreements, duties, responsibilities or obligations under the Contract Documents, and Subcontractor shall be and remain as fully responsible and liable for the defaults, negligence, acts and omissions of its assignees and subcontractors and all persons directly or indirectly employed by them as it is for its own defaults, neglects, acts and omissions. If any provision of this Agreement or any of the Contract Document is invalid or unenforceable as against any persons or party, the remainder of this Agreement or the Contract Document and the applicability of such provision to other persons or parties shall not be affected thereby. This Agreement is governed by English law. Disputes shall be resolved through negotiation, then mediation, then English courts. All notices required or permitted to be given under this Agreement will be in writing and mailed, postage prepaid to the office address of each party set forth herein or at such other address as may be requested from time to time by either party, or if to Subcontractor, hand delivered to the designated supervisor at the site.