

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (these "**Terms and Conditions**"), effective as of the date upon which the Order is executed (the "**Effective Date**"), are between Southern Glazer's Wine and Spirits, LLC ("**SGWS**") and the vendor identified in the Agreement (the "**Vendor**"). SGWS and Vendor are sometimes referred to, together, as the "**Parties**" or, individually, as a "**Party**". These Terms and Conditions and the goods and/or services agreement in which these Terms and Conditions are referenced or otherwise incorporated (each a "**Order**") constitute, collectively, the "**Agreement**." The Parties agree as follows:

- 1 **Services** (if applicable). Subject to the terms and conditions set forth herein, Vendor will provide the services described in the Order (the "**Services**").
- 2 **Goods** (if applicable). Subject to the terms and conditions set forth herein, Vendor will provide the goods described in the Order (the "**Goods**").

2.1 Delivery Date. If Services are to be provided in conjunction with Goods, Vendor shall deliver the Goods upon the commencement of the Services. If no Services are to be provided, Vendor shall deliver the Goods in the quantities and on the date(s) specified in the Order or as otherwise agreed in writing by the Parties (the "**Delivery Date**"). If no Delivery Date is specified in the Order, Vendor shall deliver the Goods within 15 days of the Effective Date. If Vendor fails to deliver the Goods in full on the Delivery Date, SGWS may terminate this Agreement immediately by providing written notice to Vendor and Vendor shall indemnify SGWS against any losses, claims, damages, and reasonable costs and expenses directly attributable to Vendor's failure to deliver the Goods on the Delivery Date.

2.2 Delivery Point. Vendor shall deliver all Goods to the address specified in the Order (the "**Delivery Point**") during SGWS's normal business hours or as otherwise instructed by SGWS. Vendor shall pack all Goods for shipment in a manner sufficient to ensure that the Goods are delivered in undamaged condition.

2.3 Shipping Terms. Delivery shall be made FOB Delivery Point in accordance with the terms of this Agreement.

2.4 Title and Risk of Loss. Risk of loss passes to SGWS upon installation of the Goods, if the Services include installation. If the Services do not include installation, risk of loss passes to SGWS upon the delivery of the Goods at the Delivery Point. Title of the Goods passes to SGWS upon SGWS' payment of the applicable undisputed invoice.

2.5 Inspection and Rejection of Nonconforming Goods. SGWS has the right to inspect the Goods on or after the Delivery Date. SGWS, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If SGWS rejects any portion of the Goods, SGWS has the right, effective upon written notice to Vendor, to (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If SGWS requires replacement of the Goods, Vendor shall, at its expense, within 15 days replace the nonconforming or defective Goods and pay for all related expenses, including, without limitation, transportation charges for the return of the defective Goods and the delivery of replacement Goods. If Vendor fails to timely deliver replacement Goods, SGWS may replace them with goods from a third party and charge Vendor the cost thereof and terminate this Agreement for cause. Any inspection or other action by SGWS under this Section shall not reduce or otherwise affect Vendor's obligation under this Agreement, and SGWS shall have the right to conduct further inspections after Vendor has carried out its remedial actions.

### 3 Confidentiality; Non-Disclosure.

3.1 General. Vendor may have access to information that is confidential and proprietary to SGWS, its affiliates or their respective directors, officers, employees, agents, contractors, bankers, attorneys, or other representatives ("**Confidential Information**"). Confidential Information includes, but is not limited to, customer information, techniques, know-how, processes, strategies, formulae, documentation, drawings, designs, specifications, software, technical or engineering data, business information, reports, analyses, studies, financial information or other materials, whether prepared by the receiving Party or otherwise, that contain, or are based upon, Confidential Information covered by the Agreement. Confidential Information may also include software, documentation, processes, financial and other information of third parties that SGWS is required to maintain as confidential. If Vendor, or anyone to whom Vendor transmits Confidential Information pursuant to the Agreement, becomes legally compelled to disclose any of the Confidential Information, then Vendor will promptly notify SGWS, in writing, to enable SGWS to: (a) seek a protective order or other appropriate remedy; or (b) waive compliance with the provisions of the Agreement. If SGWS is unable to obtain a protective order or other remedy, or if SGWS waives compliance with the non-disclosure provisions of this Section 3, then Vendor may disclose only that portion of the Confidential Information legally required, as advised by Vendor's legal counsel, in writing, and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

3.2 General Treatment of Confidential Information. Vendor will not accumulate, store, publish, disseminate, distribute, disclose, sell, assign, copy, commercially exploit, communicate or make use of any Confidential Information for the benefit of Vendor or any other person, firm, corporation or entity, except to Vendor's employees, authorized agents or approved subcontractors who agree to be bound by the obligations of this Section 3, and then only on a need-to-know basis for the purpose of fulfilling Vendor's obligations under the Agreement. Vendor will treat Confidential Information with at least the same degree of care that it treats its own confidential information, but, in no event, less than a reasonable degree of care, and will exercise reasonable precautions to prevent disclosure of Confidential Information to unauthorized parties. Vendor will notify SGWS immediately of any loss or unauthorized disclosure or use of Confidential Information.

3.3 Remedies. Due to the remedies at law being inadequate to protect against a breach of this Section 3, SGWS will be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach and waives any requirement for securing or posting of any bond regarding any remedy.

**4 Indemnification.** The provisions of this Section 4 survive the termination of the Agreement.

4.1 Indemnification. Vendor shall indemnify, hold harmless, and defend SGWS and its officers, directors, equity holders, employees, agents, Affiliates, successors, and permitted assigns (each a "**SGWS Indemnified Party**") from and against all Losses that are incurred by a SGWS Indemnified Party, arising out of or resulting from any claim, suit, action or proceeding (an "**Action**") that arises out of or results from: (i) the acts or omissions of Vendor, its employees, agents, or subcontractors; (ii) Vendor's, its employees', agents' or subcontractors' breach of any representation, warranty or obligation of Vendor set forth in this Agreement (iii) any Infringement Claim, (iv) any failure by Vendor, its agents, employees or subcontractors to comply with any applicable law in the performance of its obligations under this Agreement, (v) any liens filed against the Property (as defined below) by any third-party arising out of or related to the performance of the Services; (vi) any encumbrances (including but limited to UCC financing statements) filed against any Goods. "**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance vendors. "**Infringement Claim**" means any assertion that Goods or Services furnished to SGWS under this Agreement infringes any patent, trademark, copyright, or other proprietary right of any third party.

4.2 Limitations. **IN NO EVENT WILL SGWS (ITS AFFILIATE OR SUBSIDIARIES) BE LIABLE TO VENDOR OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SGWS'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO VENDOR PURSUANT TO THIS AGREEMENT IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. BOTH PARTIES ACKNOWLEDGE THAT THE FEES PAID TO VENDOR UNDER THIS AGREEMENT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON THEIR LIABILITY.**

**5 Data Security.**

5.1 Processing of Data. To the extent that Vendor obtains or otherwise processes personal information or other protected data for SGWS, then Vendor will immediately notify SGWS, and the Parties agree to enter into a separate Data Security and Data Processing Addendum. The Parties expressly agree that any personal information provided to the other Party shall, under no circumstances, be considered consideration for this Agreement and no value shall be provided for such personal information.

5.2 Data Security. Vendor will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of electronic data or information submitted, uploaded, imported, or otherwise made available by SGWS ("**SGWS Data**"). Vendor will promptly (within 24 hours) notify SGWS of any actual unauthorized acquisition of SGWS Data ("Security Incident"). In the event the Security Incident was caused by Vendor's failure to meet or exceed its technical safeguards, Vendor will: (a) identify the cause of, remediate, and prevent, any further Security Incident in accordance with applicable laws; (b) be liable to SGWS for all expenses incurred by SGWS as a result of notification and remediation measures taken by SGWS regarding any Security Incident as required by applicable laws; (c) fully cooperate with SGWS in SGWS' handling of the Security Incident including, but not limited to, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable laws or as otherwise required by SGWS.

**6 Insurance.** Vendor's insurance coverage requirements set forth in this Section 6 will not limit or qualify the obligations and liabilities of Vendor under the Agreement.

6.1 General. During the Term, Vendor will maintain, at its own expense, with an insurer or insurers having a current rating by AM Best of A-VIII or higher, the following insurance coverages:

6.1.1 Commercial General Liability. Commercial General Liability, or other comparable broad form general liability coverage that includes coverage for personal injury (including death), property damage, advertising, products-completed operations and liquor liability (if applicable) and contractual liability in the minimum amount of \$1,000,000 per occurrence/\$2,000,000 general aggregate.

6.1.2 Workers' Compensation. Workers' Compensation insurance in amounts equal to the statutory limits as required by the laws in the state which the Services are performed and Employer's Liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000 or lower limits that are adequate to meet underlying limits requirements of Vendor's Umbrella or Excess Liability policy.

6.1.3 Automobile Liability. If Vendor uses a vehicle to perform its obligations under the Agreement, then Vendor will maintain automobile liability insurance covering owned, non-owned, leased, hired or borrowed vehicles with a bodily injury and property damage combined single limit in the amount of no less than \$1,000,000 per occurrence; or, if limits are obtained on a per person and per accident basis, not less than \$1,000,000 per person and per accident for bodily injury and \$1,000,000 per accident for property damage.

6.1.4 Umbrella Liability. Vendor must also provide follow form Umbrella/Excess Liability with limits of no less than \$5,000,000.

6.1.5 Professional Liability. If applicable, professional liability insurance covering liability arising out of negligent acts, errors or omissions including, without limitation, trademark and copyright infringement in the rendering of the professional services to be provided in this Agreement with policy limits in amounts no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

6.2 Required Limits. Umbrella and/or Excess Liability policy limits may be accepted to meet the required limits and the required scope of insurance. The insurance coverage and limits required to be maintained by Vendor will be primary and non-contributory to insurance coverage, if any, maintained by SGWS.

6.3 Additional Insured. SGWS, its affiliates, subsidiaries and their respective directors, officers, employees, agents and, when applicable, SGWS' landlord (including their respective successor, lenders, and assigns) will be an additional insured, by specific endorsement, for Vendor's Commercial General Liability coverage, Automobile Liability coverage, and Umbrella or Excess Liability coverage.

6.4 Certificates of Insurance. Vendor will furnish to SGWS certificates of insurance that evidence the required insurance prior to commencement of Services under the Agreement. Vendor will provide to SGWS certificates of insurance that evidence renewal or continuation of the required insurance policies.

6.5 Waiver of Subrogation. The insurer(s) waives and releases all rights of subrogation and or recovery for all damages against SGWS and its officers, directors, board members, affiliates, subsidiaries, and employees in connection with any payments made under the Workers' Compensation, General Liability, Automobile Liability and Umbrella policies. Vendor will require similar waivers from its respective subcontractors and will require that each of its insurance policies required under the Agreement and any statement of work, if applicable, include an express waiver of subrogation as set forth in this Section 6.5.

6.6 Change in Insurance. All insurance policies will not be cancelled, non-renewed, or materially changed until at least 30 days' prior, written notice has been given to SGWS.

6.7 Maintenance of Insurance. The insurance provisions of the Agreement are of the essence. Failure of Vendor to maintain the insurance coverages constitutes a material breach of the Agreement and will give SGWS the right to terminate the Agreement immediately.

## **7 Vendor Representations and Warranties; Ownership.**

7.1 Vendor Representations and Warranties. Vendor represents and warrants to SGWS that: (a) all workers, including any subcontractors, performing Services and/or providing Goods pursuant to the Agreement are legally authorized to work in the United States according to federal and state law, where applicable; (b) none of the Goods or Services provided are with forced or sweatshop labor; and (c) Vendor and its subcontractors, if any, are in compliance with all labor, employment and all other applicable laws; (d) the Services will be performed in a diligent, professional and workmanlike manner; in accordance with industry standards, all applicable laws, and the Agreement by experienced and qualified personnel; (e) none of the Services and/or Goods and SGWS's use thereof infringe or will infringe any intellectual property right of any third party; (f) as of the date hereof, there are no pending or threatened claims, litigation, or other proceedings pending against Vendor by any third party based on an alleged violation of such intellectual property rights; and (g) the Services and/or Goods will be in conformity in all material respects with any requirements and specifications stated in these Terms and Conditions and any applicable Order .

7.2 Subcontractors. Vendor will not subcontract any part of Vendor's obligations under the Agreement without the prior, written consent of SGWS, which may be withheld, conditioned, or delayed at the sole discretion of SGWS. Vendor will: (a) fully maintain quality standards; (b) protect SGWS' Confidential Information and intellectual property rights, as provided in the Agreement; and (c) pass through all of Vendor's obligations to the subcontractor so that SGWS will have rights enforceable directly against the subcontractor, as well as against Vendor. Vendor will be fully responsible and liable for payment to any subcontractor and the subcontractor's performance and work. Vendor will indemnify, defend, and hold SGWS harmless from and against any and all acts, errors, or omissions by any subcontractor that causes harm to SGWS, its officers, directors, employees, agents or assigns.

7.3 Goods. Vendor warrants to SGWS that upon Delivery and for a period of 12 months from the Delivery Date, that Vendor has all right and title to Deliver the Goods under the Agreement; all Goods will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications, drawings, designs, samples, and other requirements specified by SGWS in the Agreement; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear from all liens, security interests, or other encumbrances; (f) not infringe or misappropriate any third party's patent or other intellectual property rights; and (g) as of the date hereof, there are no pending or threatened claims, litigation, or other proceedings pending against Vendor by any third party based on an alleged violation of such intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by SGWS.

7.4 Ownership of Deliverables. SGWS is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables and Goods, including all intellectual property rights therein. Vendor agrees, and will cause its personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for SGWS. To the extent that any of the Deliverables do not constitute a "work made for hire", Vendor hereby irrevocably assigns, and shall cause its personnel to irrevocably assign to SGWS, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all intellectual property rights therein.

**8 Payment.** Undisputed invoices are payable 45 days after receipt of the invoice by SGWS. Vendor shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by SGWS hereunder. In no event shall SGWS pay or be responsible for any taxes imposed on, or with respect to, Vendor's income, revenues, gross receipts, personnel, or real or personal property, or other assets. Prior to the earlier of 10 days following the Effective Date or the date upon which any work commences under this Agreement, Vendor will complete, sign, and deliver a W-9 to SGWS. All invoices shall be issued by Vendor within ninety (90) days of providing the Services and/or delivering the Goods included on such invoice. In the event Vendor fails to issue such invoice within this ninety (90) day period, SGWS shall have no obligation to tender payment for such invoice. SGWS may withhold from payment any amount disputed by SGWS in good faith, pending resolution of the dispute. If: (a) any part of the Services performed by Vendor is found defective and not remedied; or (b) Vendor fails to perform warranty service under this Agreement, the payments may be withheld and all costs incurred by SGWS will be charged against all monies due Vendor under this Agreement. SGWS will have the right to audit Vendor's books and records for the limited purpose of verifying the accuracy of Vendor's invoices ("**Audit**"), upon reasonable notice during the Term and for a period of two years after the Term and Vendor shall be obligation to refund any overcharges by Vendor uncovered by SGWS during such Audit.

**9 Term; Termination.** Unless stated otherwise in the Order, the term of the Agreement begins on the Effective Date and ends upon the later of SGWS' acceptance of the completed Services or the Delivery Date (the "**Term**"). SGWS may terminate the Agreement, at any time, and for any reason, upon 10 days' prior, written notice to Vendor without any further liability or obligation to Vendor. Upon termination or expiration of this Agreement for any reason, Vendor shall (a) deliver to SGWS all Deliverables (whether complete or incomplete) and Goods due under any Order, (B) return all Confidential Information in Vendor's possession or control, and (C) deliver a final invoice for its Services rendered and/or Goods delivered prior to termination, which will be payable by SGWS in accordance with Section 7.

## **10 Miscellaneous.**

10.1 Applicable Law. At all times during the Term, Vendor will comply with, and will cause any subcontractor approved in accordance with the terms of the Agreement to comply with, all relevant statutes, ordinances, rules of law, regulatory orders, regulations, and requirements of the federal, state, local or municipal governments now in force or enacted during the Term. Florida law applies to the Agreement procedurally and substantively (including statute of limitations) without regard to any choice-of-law rules.

10.2 Mandatory Arbitration. Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, will be resolved by confidential and binding arbitration pursuant to the Federal Arbitration Act. Any arbitration will be held in Miami, Florida. The arbitration will be conducted according to the Commercial Arbitration Rules of the American Arbitration Association then in effect, subject to the provisions of this Agreement. The American Arbitration Association (“AAA”) will administer the arbitration. The Parties expressly agree that any such arbitration and the contents of the same, including, but not limited to, any motion, pleading, discovery, and testimony, is to be held strictly confidential and the arbitrator(s) shall issue an order to such effect. The arbitrator(s) may enter a default decision against any Party who fails to participate in the arbitration proceedings. A judgment may be entered on the arbitrators’ award in any court of competent jurisdiction; provided, that, any such award shall be kept confidential and filed under seal with the appropriate court. The prevailing Party, as determined by the arbitrator(s), will be awarded its attorney’s fees and all expenses of arbitration, including fees paid to experts and arbitrators. Notwithstanding the foregoing, an action by a Party to obtain emergency temporary injunctive or equitable relief relating to the unauthorized disclosure of Confidential Information under this Agreement will be permitted and will not constitute a waiver of its right to arbitrate.

10.3 No Public Statements. Vendor will not: (a) use any of the corporate names, trade names or trademarks of SGWS or any affiliates of SGWS including, without limitation, in any customer lists or marketing, promotional or advertising materials; or (b) make any public statement or issue any press release relating to the Agreement, SGWS or any affiliate of SGWS, without first obtaining the prior, written consent of SGWS as to the specific form, substance and timing of each use.

10.4 Independent Contractor; No Agency. Nothing herein shall be construed to create a joint venture, partnership, or other form of joint enterprise between the Parties hereto or an employee/employer relationship. Vendor shall be an independent contractor pursuant to this Agreement. Neither Party is an agent of the other, nor does either Party, unless expressly and duly authorized in writing to do so, have any power or authority to bind the other in any way.

10.5 No Exclusive Relationship. The Agreement is non-exclusive and nothing in the Agreement prevents SGWS from entering into the same or similar relationship with others, or from marketing or developing similar competing relationships with others.

10.6 No Third-Party Beneficiaries. Except as provided in Section 4, this Agreement benefits solely the Parties to this Agreement and their respective successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

10.7 Notices. All notices and other communications required or permitted under the Agreement must be in writing and must be sent to the Party at the Party’s address shown below the respective signature block.

10.8 Entire Agreement. The Agreement constitutes the sole agreement between the Parties with respect to its subject matter and supersedes any prior, written or oral agreements or communications between the Parties. SGWS, at its sole discretion, reserves the right to modify the terms and conditions of these Terms and Conditions at any time and without advance notice, by posting such updated terms on its website. In the event of such update, the updated Terms and conditions shall be deemed to govern as of the date that it was posted upon SGWS’s website. No changes to an order shall be valid without being reduced to writing and executed by both parties.

10.9 Assignment. Vendor may not assign the Agreement without the SGWS’s prior, written consent. SGWS may assign its entire interest under the Agreement to in its sole discretion.

10.10 Construction. References in these Terms and Conditions to codes, regulations, rulings, statutes, or laws include all amendments, modifications or replacements of them. Headings are for convenience only and do not affect the interpretation of the Agreement. If any Party asserts any conflict, omission or ambiguity in the Agreement, no presumption or burden of proof or persuasion will be implied by fact that the Agreement was prepared by, or at the request of, a Party or its counsel.

10.11 Severability. If any part of the Agreement is, for any reason, held to be unenforceable, then the rest of it remains fully enforceable.

10.12 Counterparts. The Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. Signature on the Service Agreement constitutes acceptance of these Terms and Conditions, which may be amended by SGWS from time to time, in its sole discretion.

10.13 Attorney Fees. If any dispute between the Parties results in litigation or arbitration, then the prevailing Party will be entitled to receive from the other Party, in addition to all other damages to which it may be entitled, the costs incurred by the prevailing Party in conducting the suit, action or proceeding, including all actual attorneys’ fees, costs and expenses and court costs.

10.14 Remedies Cumulative. The remedies under the Agreement are cumulative and will not exclude any other remedies to which any person may be lawfully entitled.

10.15 Survival. The rights and obligations of the parties set forth in Section 3, 4, 5, 6, 9, and 10, and any right or obligation of any Party in the Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any termination or expiration. Without limitation, the representations and warranties of Vendor set forth in the Agreement inure to the benefit of SGWS, and its successors and assigns, and will survive acceptance of the Services by SGWS.

10.16 Waiver. A failure or delay of either Party to enforce any of the provisions of the Agreement will not be construed as a waiver of that provision in any respect.

10.17 Force Majeure. Neither Party will be responsible for failure to perform its obligations under the Agreement due to fire, flood, war, labor disputes, shortages, riots, insurrections, explosions, earthquakes, epidemics, any other mandated closure of business or operations by a governmental entity having proper jurisdiction over the Services or their performance, or any other cause beyond its reasonable control. The nonperforming Party must promptly notify the other Party of its nonperformance, the cause of its nonperformance and the nonperforming Party's reasonable estimation of the duration of its nonperformance. The nonperforming Party must exercise reasonable efforts to commence fulfillment of its obligations under the Agreement and proceed to perform with diligence once the causes of the nonperformance are removed or cease. The non-affected Party may terminate the Agreement if the failure or delay continues for a period of 60 days and, if the non-affected party is SGWS, receive a refund of any amounts paid to Vendor in advance for the affected Services.

10.18 Liens. Any interest of the owner (the "**Owner**") or any other third party holding an interest in: (a) the real property where the Services are performed; or (b) any personal property of the Owner located on the real property described in (a) hereinabove (collectively, the "**Property**") may not be subject to, or chargeable with, any liens for labor performed, or material supplied, in connection with the Services. SGWS has no right, power or authority to create, or allow to be created, any liens against Owner's interest in the Property, regardless of whether the Owner has approved or consented to the Services. Neither Vendor nor its subcontractors may file any liens against the Owner's interest in the Property. Any liens filed by Vendor or any of its subcontractors against Owner's interest in the Property will be of no effect as to Owner's interest in the Property. Vendor will file any documentation necessary to release any liens against Owner's interest in the Property within 30 days after SGWS' request. As a condition precedent to both periodic and final payment due under the Agreement, SGWS may require Vendor to furnish to SGWS: (a) affidavits affirming that no liens have attached against the work described in the Order or the materials furnished in connection with the Order from Vendor and each subcontractor for work performed; and (b) releases or waivers of lien in a form satisfactory to SGWS and in compliance with applicable law from Vendor and each subcontractor for work performed. Notwithstanding the foregoing sentence, any required lien releases or waivers may be conditioned upon receipt of payment. If at any time any notices of mechanic's lien, interlocutory liens, or materialman liens are filed against the property where the Services are being performed by Vendor's subcontractors or anyone else claiming by or through Vendor, then Vendor shall, within ten (10) days of the date of receiving written notice of the filing of such lien, discharge, remove or bond off such notice or lien to SGWS's satisfaction. Until such discharge or removal, SGWS shall have the right to withhold from any sums payable under the Agreement any amount which SGWS deems appropriate to pay such lien and to pay all related costs and expenses, including attorneys' fees, for which costs and expenses Vendor shall be liable to SGWS. Vendor shall hold harmless, defend, and indemnify SGWS against any liens filed by Vendor's subcontractors or any costs incurred by SGWS in connection thereto.