

PURCHASE ORDER TERMS & CONDITIONS

1. Acceptance – This purchase order expressly limits acceptance to the terms and conditions contained herein. Buyer expressly rejects any and all terms and conditions presented, advanced or supplied by Seller. Neither the Purchase Order or these terms and conditions may be modified without Buyer's written consent. Unless otherwise mutually agreed by the parties in writing, any initiation of performance ("Work") or actions taken towards delivery of materials or equipment ("Goods") shall constitute Seller's acceptance of these purchase order terms and conditions.

2. Delivery – Time is of the essence for all shipments under this purchase order. Seller shall deliver ("Goods") by the date specified. In the event of Seller's failure to deliver ("Goods") or perform ("Work") by the dates specified, Buyer reserves the right to cancel such purchase order in total or any unexecuted part of such purchase order and assess any corresponding actual or liquidated damages upon the Seller resulting from the failure to deliver or failure to perform.

Seller must, upon demand by Buyer, promptly reimburse Buyer for any and all damages Buyer incurred as a result of the delay or Seller's failure in delivering the items or providing the services. Buyer may, without liability, and in addition to its other rights and remedies, direct expedited routings of items with Seller must pay the difference in cost between the expedited routing and the order routing. Buyer may also terminate any part of this order effective immediately and purchase substitute items or services at Seller's expense with Seller reimbursing Buyer for any loss or additional expenses incurred by Buyer in connection with the substituted items.

If Seller should know that deliveries may not be made as scheduled, Seller must immediately send Buyer a written notice setting forth the cause and length of the anticipated delay so that Buyer may determine which of the above remedies, if any, it will utilize.

If Buyer receives items in advance of scheduled delivery dates or in excess of quantities specified in this order or a delivery schedule for this order, Buyer may reject the items and return them to Seller at Seller's expense, including transportation charges both ways. Buyer is not liable for any material or production costs incurred by Seller in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedules.

3. Inspection – All Goods provided by Seller hereunder shall be subject to inspection by Buyer at any and all times. Delivery terms shall be FOB destination, unless otherwise agreed. If any of the Goods are defective in any way or do not conform, in all respects, to the order submitted by Buyer, then

Buyer shall have the right of rejection. Buyer shall have the option to either return such defective Goods to Seller, at Seller's expense, for a full refund or accept such defective Goods and backcharge the Seller for a credit. In the event that any of Seller's ("Work") or ("Goods") are deemed to be defective, Seller shall immediately remove and replace that ("Work") or ("Goods") at its own expense upon written demand by Buyer, if the Seller has not responded within three (3) calendar days of written notification, Buyer will arrange for the defective ("Work") or ("Goods") to be removed and replaced at Seller's expense.

4. Seller Warranties – All equipment, goods and materials furnished and used in connection with the Work shall (i) be of good and merchantable quality; (ii) be free from defects in design, materials and workmanship; (iii) possess the characteristics represented by any specifications described in the Agreement and comply with all applicable laws, rules and regulations; (iv) fit for the purpose for which designed; (v) capable of meeting all applicable performance criteria, and (vi) new, unused and in original unbroken packaging upon delivery, unless otherwise agreed.

Seller warrants to Buyer that Goods provided hereunder shall be free from defects in design, material and workmanship for a period of eighteen (18) months from the date of installation. Buyer's remedy for defective or non-conforming Goods shall be Seller's correction, repair or replacement, including Seller's labor, at Seller's sole expense. Buyer may elect to have defective items under this section replaced in its own discretion and backcharge all costs, labor, expenses and damages associated therewith back to Seller. In addition to any contractual remedies, Buyer shall also have any and all expenses or implied remedies at law available to it. Seller warrants that all ("Work") rendered hereunder, if any, will be performed in a professional and workman like manner in accordance with applicable industry standards.

The warranty period established herein shall not apply to the discovery of any latent defects. Seller shall be responsible for all costs of correction, labor and damages resulting from latent defects within the equipment, goods, materials or work provided by Seller.

5. Distributor Warranties – If Seller is a distributor of Goods, then Seller shall extend any and all manufacturer's warranties, if available and applicable, to Buyer and shall assist Buyer in the coordination of any claims from Buyer, at Buyer's request.

6. Payment

Buyer shall issue payment of any undisputed amount, less any retention provided for herein, within seventy-five (75) days after receipt of the applicable invoice by Seller. Seller agrees that Buyer shall receive a two percent (2%) prompt pay discount for any payments hereunder made by Buyer within thirty (30) days after Buyer's receipt of the applicable invoice. Any prompt payment discount shall be deducted by Buyer from the invoice to which such prompt payment applies. In the event Seller is not in full agreement with price and terms indicated herein, Seller shall so notify Buyer before proceeding with performance of the Purchase Order.

Approval and passage of title of the goods shall not occur until such time as Seller's goods, including quantity and quality, are inspected and accepted by Buyer. Risk of loss remains with Seller until the Product has been delivered to Buyer and accepted in accordance with the terms hereunder. Any defective or non-conforming goods shall be returned to Seller, at Seller's expense, for repair or replacement, at Buyer's sole option. Payment of any invoice shall not relieve Seller of any continuing obligations that survive termination or expiration.

7. Cancellation and/or Termination

Buyer reserves the right to cancel or terminate any Purchase Order, or any part of it, for Buyer's sole convenience. In the event of such termination, Seller shall immediately discontinue performance of all Services pursuant to the applicable Purchase Order and shall also cause any suppliers or subcontractors to cease performance of Services. Buyer's liability shall be limited to the actual reasonable costs incurred by Seller and any work in progress up to and including the date of termination. Termination costs shall not exceed the agreed-upon price of the Goods. Any termination for cause shall excuse Buyer from further liability with respect to the Goods and Seller agrees to compensate Buyer for additional reprocurement costs incurred. Cause shall be defined as any breach of duty or obligation by Seller under these Terms and Conditions or under the Purchase Order.

Buyer shall not be liable for any loss of profits, consequential damages, incidental loss or damage, nor any suspension delay, termination or cancellation charges on the Contract or portion thereof suspended or terminated.

8. Insurance Requirements

8.1 Insurance. Seller agrees to maintain in full force and effect at all times during the Term and for a period of two (2) years thereafter, such insurance as will fully protect Buyer, its employees, officers and directors, any other Additional Insureds where required by written contract, and Seller from any and all claims, of whatever kind or nature, for damage to property or for bodily injury, including death, or personal injury made by any person or entity caused by the products provided by Seller. Seller acknowledges that all insurance

required pursuant to this Section is primary and noncontributory.

All insurance shall conform to the following specifications:

8.2 General Liability Insurance

Required Limits. Seller shall maintain one (1) or more occurrence based commercial general liability insurance policies (the "Liability Insurance") with the following minimum limits: (a) \$1,000,000 each occurrence; (b) \$1,000,000 personal injury and advertising injury; (c) \$1,000,000 products-completed operations aggregate; and (d) \$2,000,000 general aggregate.

Required Coverage. The Liability Insurance must include specific coverage provisions or endorsements insuring: (a) premises and operations liability; (b) contractual liability for bodily injury, property damage or personal injury; (c) personal and advertising injury liability; (d) products and completed operations coverage which must be maintained for two (2) years after final payment for the Work; (e) per "job site" general aggregate; and (f) additional insured coverage must include completed operations coverage for two (2) years

8.3 Excess/Umbrella Liability.

Required Limits. Seller shall maintain one (1) excess/umbrella liability policy with the following minimum limits:

\$2,000,000	Each	Occurrence
\$2,000,000	Aggregate	

Required Coverage. The Excess/Umbrella Liability Policy must cover all legal liability and assumed liability for bodily injury, property damage, personal injury, and advertising liability. Coverage must be excess over the Commercial General Liability, and Employers Liability.

8.4 Additional Insureds. Seller agrees to include on all policies covered for General Liability and Excess/Umbrella Liability, the Buyer, its respective officers, directors, board members and employees, as Additional Insureds. The Seller's Certificate of Insurance shall document this coverage for Additional Insureds per ISO endorsement form CG 20 10 07 04 and CG 20 37 07 04 (or its equivalent).

8.5 Automobile Insurance.

Required Coverage. Contractor shall maintain one (1) or more automobile insurance policies (the "Automobile Insurance") covering all owned, hired or non-owned automobiles used by Seller in the performance of the Work. The Automobile Liability Insurance shall have the following minimum limits: (a) \$500,000 each accident combined single limit for bodily injury and property damage, or (b) \$250,000 each person/ \$500,000 each accident-bodily damage, and \$100,000 property damage.

8.6 Workers' Compensation and Employer's Liability Insurance.

Required Limits. Contractor shall maintain workers' compensation and employer's liability insurance policies with the following minimum limits: (a) statutory coverage for Workers' Compensation, and (b) Employer's Liability Limits of:

\$100,000 each accident; \$500,000 disease policy limit; and \$100,000 disease-each employee.

Required Coverage. The Workers' Compensation and Employer's Liability Insurance Policies shall include specific coverage provisions or endorsements insuring claims made in other states, and if exposure exists, coverage must be included for any liability or claim that may be incurred under the U.S. Longshoreman's and Harbor Worker's Act, the Admiralty (Jones) Act, and the Federal Employee Liability Act.

8.7 Waiver of Subrogation. Seller agrees to include a Waiver of Subrogation on its General Liability and Excess/Umbrella Liability, in favor of Buyer, its employees, officers and directors, any project owner, any project General Contractor/Construction Manager, and project Engineer/Architect, and officers, directors, board members and employees. The Seller's Certificate of Insurance shall document this Waiver of Subrogation.

8.8 Failure to maintain the insurance required under this article or failure to maintain sufficient levels of coverage shall not in any way limit the liability assessed against Seller.

9. Indemnity

Seller agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Buyer, its directors, officers, agents, subsidiaries, and employees, from and against any and all losses, settlements, judgments, penalties, damages, costs, expenses, or claims, suits or liabilities (including, but not limited to, reasonable attorney's fees) arising out of, in connection with or in any way related to Seller's performance of the terms of this Agreement hereunder, including, but not limited to the sale or use of the goods, Seller's acts or failure to act; provided, however, that such loss, cost, expense, damage, settlement, judgment, penalty, suit, claim or liability is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property. Seller shall have no obligation to indemnify Buyer for any losses, settlements, judgments, penalties, damages, costs, expenses, or claims, suits or liabilities arising from the sole negligence of Buyer.

Seller agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Buyer, its directors, officers, agents, subsidiaries, and employees, from and against any and all losses, settlements, judgments, penalties, damages, costs,

expenses, or claims, suits or liabilities (including, but not limited to, reasonable attorney's fees) arising out of, in connection with or in any way related to Seller's breach of the terms contained herein or in the performance or delivery of the Purchase Order.

The above indemnification provisions are not limited in any way by the limits of insurance required hereunder.

10. Assignment.

Seller may not assign any of its rights or delegate any of its obligations under the Purchase Order without Buyer's prior written consent, which Buyer will not unreasonably withhold. Buyer may, at its option, void any attempted assignment or delegation undertaken without Buyer's prior written consent. Any assignment shall be subject to set-off or recoupment for any present or future claim which Buyer may have against Seller.

Seller may not subcontract any of its rights or obligations under the Purchase Order without Buyer's prior written consent. If Buyer consents to the use of a Subcontractor, Seller will:

- (i) guarantee and will remain liable for the performance of all obligations;
- (ii) indemnify Buyer for all damages and costs of any kind, subject to the limitations in Section 9 (Indemnification), incurred by Buyer or any third party and caused by the acts and omissions of Seller's Subcontractors' and (iii) make all payments to its Subcontractors. If Seller fails to timely pay a Subcontractor for work performed, Buyer will have the right, but not the obligation, to pay the Subcontractor and offset any amount due to Seller by any amount paid to the Subcontractor. Seller will defend, indemnify and hold Buyer harmless for all damages and costs of any kind, without limitation, incurred by Buyer and caused by Seller's failure to pay a Subcontractor.

To the extent allowed by applicable law, any person not a party to the Purchase Order shall not be entitled to enforce or take the benefit of any of its terms.

11. Intellectual Property Infringement.

Seller warrants that neither the Products furnished hereunder, nor their purchase, resale or use, shall infringe or misappropriate or contribute to the infringement or misappropriation of any patent, copyright, trademark, trade name, trade secret or other proprietary right in the U.S.A. or elsewhere, or subject Buyer or its customers (direct or indirect) or any other indemnified party to royalties/fees/ costs/fines in the U.S.A. or elsewhere. Seller shall indemnify and hold harmless Buyer and its customers (whether direct or indirect) and the other indemnified parties from and against any and all Losses which

they, or any of them, may sustain or incur as the result of any breach of this warranty under the same procedures as set forth in Section 9 (Indemnification) above.

Seller must defend, indemnify, and hold harmless Buyer, its employees, successors, assigns and customers against all claims, demands, losses, suits, damages, liability, and expenses (including reasonable attorneys' fees) arising out of any suit, claim, or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any patent, trademark, copyright, mask work, or other proprietary right by reason of the manufacture, use, or sale of the items or services covered by this Purchase Order, including infringement arising out of compliance with specifications furnished by Buyer, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller's actions,

Seller waives any claim against Buyer, including, but not limited to, any hold harmless or similar claim, in any way related to a claim asserted against Seller or Buyer for patent, trademark, copyright, or mask work right infringement or the like, including claims arising out of compliance with specifications furnished by Buyer.

Seller grants Buyer a worldwide, nonexclusive, royalty free, irrevocable license to use, sell and have sold, repair and have repaired, and reconstruct and have reconstructed the items covered by this order.

Seller assigns to Buyer all right, title, and interest in and to all trademarks, copyrights, and mask work rights in any material created for Buyer in connection with this order. The obligations of this Article survive termination or completion of this order.

12. Governing Law.

These terms and conditions shall be governed by, and construed in accordance with, the laws of the State of Wisconsin (without regard to any choice or conflicts of law principles). Each party hereto irrevocably agrees that any and all actions or proceedings brought by any party against any other party in any, manner or respect arising out of or from or related to these terms and conditions shall be adjudicated in the State of Wisconsin. The rights and obligations of the parties hereunder shall not be governed by the 1980 U.N. Convention of Contracts for the International Sale of Goods.

These Terms and Conditions shall be governed by, and construed in accordance with the current version of the Uniform Commercial Code of the State of Wisconsin.

Seller shall also be obligated to comply with all provisions of the Occupational Safety and Health Act of 1970 and the requirements promulgated thereunder.

Any ambiguities between the Purchase Order and the Terms and Conditions shall be construed in favor of the Buyer.

13. EEO/AA.

By accepting the Terms and Conditions of this Purchase Order, the recipient acknowledges familiarity with the requirements of, and agrees to comply with, Executive Order 11246 of September 24, 1965, Title VII of the Civil Rights Act of 1964, and the Equal Opportunity clause 41 CFR 60-1.4(a) 1 through 7, Section 503 of the Rehabilitation Act of 1973, and the Equal Opportunity for Workers with Disability clause 41 CFR 60-741.5(a) 1 through 6, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended and the Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, Recently Separated Veterans, and Other Protected Veterans clause 41 CFR 60-250.5(a) 1 through 11, and 41 CFR 60-300.5.

14. Federal Acquisition Regulation (FAR): If this order contains a U.S. Government Prime Contract Number or if any of the items to be supplied under this order are to be used on a U.S. Government contract, the FAR, DFARS and any other governmental purchasing regulations are incorporated herein by reference and made part of these terms and conditions.

15. Attorney's fees

In the event of a dispute between Buyer and Seller arising out of the Purchase Order, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorneys' fees, and all other related expenses incurred, directly or indirectly, in connection with such dispute.

For purposes of this section the prevailing party shall be defined as the party who prevails on more than 75% of its claims.

16. Subject to Change.

All terms and conditions are subject to change at any time without notice.