

TERMS AND CONDITIONS OF PURCHASE

ACCEPTANCE: This purchase order ("order") constitutes the offer of the entity specified in the header on Page 1 of this document ("Company") to Seller/Contractor upon the terms and conditions described herein. The order shall become a binding contract when it is accepted by the Seller/Contractor either by a written acceptance or performance by Seller/Contractor, whichever occurs first. Terms and conditions other than those herein shall not apply.

WARRANTY: Seller/Contractor expressly warrants that all goods and/or services furnished under this order will conform to all specifications, certifications and applicable standards and will be free from defects in material or workmanship. Seller/Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purposes for which goods or services of that kind are normally used. Seller/Contractor knows or has reason to know the particular purpose for which Company intends to use the goods or services. Seller/Contractor warrants that such goods or services will be fit for such particular purpose. Inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the Seller/Contractor's obligation under this warranty, and such warranty shall survive inspection, test, acceptance and use. Seller/Contractor's warranty shall run to Company, its successors, assigns and customers. Seller/Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to the Company, when notified of such nonconformity by Company, provided Company elects to provide Seller/Contractor with the opportunity to do so. In the event of failure of Seller/Contractor to correct the defect and/or replace nonconforming goods or services promptly, Company, after reasonable notice to Seller/Contractor, may make such corrections or replace such goods and/or services and Seller/Contractor shall be solely responsible for the cost incurred by Company in doing so.

PERFORMANCE: Seller/Contractor shall diligently and carefully perform all work required hereunder, in good and workmanlike manner, and if permitted to subcontract, shall be fully responsible for all work and services performed by subcontractors. Seller/Contractor shall assume all duties under this order as an independent contractor, and shall not be deemed for any purpose to be an agent, servant or representative of Company. Seller/Contractor shall not assign, subcontract any portion of the goods or services to be provided under this order without the prior written permission of the Company. If such permission is given, all subcontracts and agreements that seller/contractor enters into for the work or order must obligate such subcontractors to comply with all terms and provisions of this order. Seller/Contractor must provide evidence of payment to subcontractors before final payment is issued to Seller/Contractor. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

TERMINATION FOR CAUSE: Company may terminate this order or any part hereof for cause in the event of any default by Seller/Contractor, or if the Seller/Contractor fails to comply with any of the terms and conditions of this order. Causes allowing the Company to terminate this order shall include, but not be limited to, late deliveries, deliveries of products which are defective or which do not conform to this order, incomplete performance, inadequate performance, and failure to provide Company, upon request, reasonable assurances of future performance. In the event of termination for cause, Company shall not be liable to Seller/Contractor for any amount, and Seller/Contractor shall be liable to Company for any and all damages sustained by reason of any default.

GENERAL AND PATENT INDEMNIFICATION: Seller/Contractor agrees to protect, indemnify, defend, and hold harmless Company, its agents, employees, successors and assigns from and against all claims, suits, judgments, court costs, attorney's fees, and other liabilities, demands, or losses in any manner arising out of or resulting in any way from infringement or alleged infringement of any patent or from or because of the performance or nonperformance of any work by Seller/Contractor hereunder; any defect in the goods and/or services purchased hereunder; any act or omission of Seller/Contractor, its agents, employees of subcontractors, including claims by employees of Seller/Contractor, and without regard to whether any such claim is based on allegations of strict liability, contract liability, tort liability, Company's negligence or otherwise; or because of the possession, use, or sale of any structure, apparatus, material, or other thing furnished by Seller/Contractor. This indemnification shall be in addition to the warranty obligations of Seller/Contractor and shall remain in force after completion of this order. This indemnification is not limited by the insurance provision below.

INSURANCE: If any labor or services are to be performed hereunder upon premises other than the premises of Seller/Contractor, Seller/Contractor shall provide to the Company Purchasing Department (Purchasing), certificates evidencing the following minimum insurance coverage's prior to commencement of labor or services: (a) Statutory Worker's Compensation and Employer's Liability—minimum limit \$1,000,000 each accident. (b) Commercial General Liability (including but not limited to products and completed operations and contractual liability)—insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such insurance shall not exclude explosion, collapse or underground damage (commonly known as XCU hazards). (c) Automobile Liability—\$1,000,000 combined single limit. (d) Commercial Umbrella/Excess Liability - \$5,000,000 per occurrence. **General Provisions:** Notice of Cancellation or Change—all policies will provide that prior to cancellation, non-renewal or material change, thirty (30) days written notice shall be submitted to the purchasing department of the Company, except if such cancellation is due to failure to pay premiums in which case ten (10) days prior written notice of cancellation is given. All policies required by the Company shall be endorsed to include the Company as an additional insured (except Statutory Workers Compensation), are primary and noncontributory, and where allowed by law, include a Waiver of Subrogation in favor of the Company. All policies shall be written by insurers acceptable to the Company with an A.M. Best's Rating of A- VII or better. Additionally, the Completed Operations Insurance required hereunder shall be kept in force by the contractor for a period of not less than two years. Policy limits may be met in combination of primary and excess coverages. Seller/Contractor will resubmit updated certificates prior to the expiration date of any required insurance.

COMPLIANCE WITH LAWS AND SAFETY PROVISIONS: All merchandise furnished and/or work performed under this order shall be furnished or performed in full and complete compliance with all applicable laws and regulations, specifically including any and all applicable regulations and rules concerning environmental protection. Seller/Contractor shall abide by all of Company's safety and health rules and all applicable governmental safety and health requirements. Seller/Contractor shall maintain a drug and alcohol-free work force at all times while on Company's premises.

EQUAL EMPLOYMENT: Without limitation the Seller/Contractor will fully comply with all rules and regulations of the applicable State agency and the United States Department of Labor concerning equal employment opportunity (prohibiting discrimination against any employee or applicant for employment based upon race, color, religion, gender, gender identity, sexual orientation or national origin) and the rules and regulations of the Federal Government concerning the utilization of small business and small disadvantaged business concerns, women-owned small business concerns, and labor surplus area concerns.

Protected Veteran Clause

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

Individuals with Disability Clause

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

The terms and conditions of Executive Order 1124629CFR Part 470, 41 CFR Section 60-1.4, 41 CFR Section 60-250.5 and /or Section 60-

300.5 and 41 CFR section 60-741.5 with respect to affirmative action program and plan requirements are herein incorporated by reference. Contractor/Seller also agrees to comply with the provisions of Executive Order 13496, 29 CFR Part 471, relating to the notice of employee rights under federal labor laws. Executive Order 13658 – Establishing a Minimum Wage for Contractors, 79 FR 194 (Oct. 7, 2014) and its implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth therein. Seller/Contractors agrees that it will only arbitrate claims arising under Title VII of the Civil Rights Act of 1964 or a tort related to a claim of sexual harassment or sexual assault when: (1) the employee or independent contractor has voluntarily consented to arbitration and the agreement to arbitrate is made after the dispute arose; (2) a collective bargaining agreement applicable to the dispute requires arbitration; or (3) an agreement to arbitrate the dispute applies that was executed prior to July 21, 2014. If this Order is in excess of Five Hundred Thousand Dollars (\$500,000), then the Seller/Contractor shall disclose to Company all labor law violations that have occurred at Seller/Contractor in the last three (3) years, including but not limited to administrative determinations, arbitral decisions and civil judgments related to violations of OSHA, FLSA, NLRB, OFCCP, federal equal employment laws and equivalent state laws. Seller/Contractor will also update this disclosure every six (6) months.

APPLICABLE LAW: The rights and obligations of the parties shall be governed by the laws of the State where the product is to be used or the services are to be provided and the courts of general jurisdiction of such State shall have exclusive jurisdiction and venue of any disputes between the Company and Seller/Contractor arising here from or from the performance hereof.

DISPUTES: If any dispute arises out of this order and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. Thereafter, any unresolved dispute shall be settled by arbitration in the State where the product was to be used or the services were to be provided administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator(s) shall render a reasoned award. The arbitration shall proceed under the Expedited Procedures of those Rules, irrespective of the amount in dispute. The arbitration shall be governed by the United States Arbitration Act, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

LIMITATION ON COMPANY'S LIABILITY--STATUTE OF LIMITATIONS: IN NO EVENT SHALL COMPANY BE LIABLE TO SELLER/CONTRACTOR FOR ANTICIPATED PROFITS OR FOR INCIDENTAL INDIRECT OR CONSEQUENTIAL DAMAGES RELATING TO THIS ORDER. COMPANY'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THIS ORDER OR FROM THE PERFORMANCE OR BREACH HEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOODS OR SERVICES OR UNIT THEREOF WHICH GIVES RISE TO THE CLAIM. COMPANY SHALL NOT BE LIABLE FOR PENALTIES OF ANY DESCRIPTION. ANY ACTION RESULTING FROM ANY BREACH ON THE PART OF COMPANY AS TO THE GOODS OR SERVICES DELIVERED HEREUNDER MUST BE COMMENCED WITHIN THREE YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.

ENTIRE AGREEMENT: This order, and any documents referred to on the face hereof, constitute the entire agreement between the parties and supersede any prior or subsequent communications, representations, or agreements. The terms and conditions cannot be altered, explained, or supplemented by any course or dealing or usage of trade or any claim of waiver or acquiescence by the Company. All amendments must be in writing, signed by the Company and delivered to the Seller/Contractor.