

PURCHASE ORDER TERMS & CONDITIONS

This Purchase Order, including these Terms & Conditions, the provisions on all pages of this Purchase Order preceding this page ("**Face of this Purchase Order**"), all terms and conditions of any applicable contract between the Bill To entity identified on the Face of this Purchase Order ("**Buyer**") and its customer specified by Buyer on the Face of this Purchase Order ("**Prime Contract**", which Vendor acknowledges having had the opportunity to review), and all specifications, drawings, descriptions, and other provisions referenced herein or provided by Buyer (collectively, "**Order**"), constitutes an offer to purchase the goods, materials, property, parts, equipment, products, services, licenses, warranties, or other things of value ("**Goods**"), without variation or substitution, at the price(s), with the delivery date (s), and otherwise exclusively on the terms and conditions set out herein, and is not an acceptance of any offer by Vendor; *provided* that to the extent that this Order is construed to be an acceptance of an offer by Vendor, such acceptance is expressly conditioned upon the Vendor's assent to this Order upon the terms and conditions set out herein, to the exclusion (except as expressly provided at the end of Section 16 hereof) of other or additional terms and conditions. Any conflict between this Order and the terms and conditions of any Prime Contract or other agreement, shall be governed by the term or condition which is more favorable to Buyer or its customer.

1. General. This Order may not be amended or modified by Vendor, is conditioned upon Vendor's assent to the terms and conditions hereof, and acceptance is limited to the terms and conditions hereof; prior or other courses of dealing or trade usages shall not modify this Order. Vendor's written acknowledgement or commencement of performance of this Order shall constitute acceptance of this Order exclusively on its terms and conditions. This Order constitutes the entire agreement of the parties and may be changed or modified only by written instrument specifically and expressly identified as an amendment to this Order and signed by Buyer's authorized representative. No writing or communication of Vendor (including any Vendor modifications made to this document) or delivery or performance by Vendor shall have the effect of modifying this Order. Buyer hereby rejects and objects to (except as expressly provided at the end of Section 16 hereof) the inclusion of any different or additional terms or conditions, in all cases including any terms or conditions in any acknowledgement, statement of acceptance, or other writing or communication of Vendor (including regardless of such exception). All such different or additional terms and conditions are and shall be excluded from this Order.
2. Payment. Undisputed portions of Vendor's invoice(s) shall be paid for conforming Goods purchased and delivered in accordance with the terms of this Order on the later of 45 days after (i) Buyer's receipt of a correct invoice with all supporting documentation, or (ii) Buyer's inspection of the related Goods. Payment shall not constitute acceptance of Goods and shall be subject to adjustment for failure of Vendor to meet requirements of this Order. Any advance payments are fully refundable upon Vendor's failure to meet the delivery schedule. Invoices hereunder shall be subject to audit by Buyer. No payment shall limit Vendor's obligations or Buyer's rights or remedies. Pricing on the Face of the Order is fixed and includes all applicable national, provincial, federal, state, and local taxes, except sales, value added and other such taxes and/or fees imposed on the transaction. Such taxes and fees (if any) shall appear as separate lines on this Order and applicable invoice. Buyer may deduct from invoices or obtain reimbursement from Vendor for any taxes for which Buyer has a valid exemption certificate, any taxes of Vendor, or any taxes required to be but not separately set out in this Order and the invoice.
3. Delivery; Risk of Loss; Inspection. Delivery from all shipping points is F.O.B. the destination shown on the Order during normal business hours (local time). NOTE: Mill Test Reports and Material Safety Data Sheets must accompany all shipments, or Goods may be returned at Vendor's expense. Time is of the essence. Vendor shall bear all damages and losses which arise directly or indirectly from the failure to deliver conforming Goods in accordance with this Order, including the delivery schedule specified in the Order. Vendor shall notify Buyer immediately if it appears that Vendor may not meet the delivery schedule and shall set out the reasons for the delay (actual or potential), the steps being taken to remedy the delay, and the schedule that Vendor believes it will be able to meet. Buyer's receipt of notice shall not constitute approval of the delay or the proposed revised delivery schedule or a waiver of the delivery schedule in the Order. Non-conforming Goods, including unauthorized advance shipments and shipments other than for the quantity ordered, are returnable at Vendor's expense. Delivery shall not be deemed complete until all conforming Goods have been actually received by Buyer at the destination specified in the Order. All risk of loss and damage including in transit shall (regardless of any contrary shipment terms) be upon Vendor and shall not pass to Buyer until Goods are received at Buyer's destination in a condition in accordance with this Order. In the event of rejection or revocation of acceptance of any Goods, all risk of loss of or damage to such Goods shall shift to Vendor upon any such rejection or revocation of acceptance. Vendor shall cause the Goods to be insured with a responsible insurance company against all loss and damage. The cost of return shipments shall be borne by Vendor. Vendor shall not make any material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule, except at Vendor's own risk. Buyer shall receive all Goods subject to final inspection and approval which shall in no event be earlier than 45 days after delivery to Buyer's destination, or, with respect to latent defects, 45 days after actual discovery of such defects by Buyer. Defective Goods may be returned at Buyer's option for refund, credit, or replacement at Vendor's expense. Buyer's inspection/approval or failure to inspect/approve shall not limit Vendor's obligations or Buyer's rights or remedies.

4. Warranties. In addition to any Prime Contract warranties, Vendor expressly warrants that all Goods shall: strictly conform to the specifications, drawings, and other descriptions referred to herein or provided by Buyer; be merchantable and free from defects in workmanship, installation, materials and design; conform to Vendor's marketing materials and other representations; perform as specified; and be fit for their intended purposes. These warranties extend to Buyer, its affiliates, Buyer's customers, and the users of the Goods, and shall be in addition to any other warranties referenced herein or implied by law, shall survive inspection, delivery, approval, acceptance and payment, and shall continue for the longest of (a) the warranty period applicable to Buyer's customers or products which incorporate the Goods, (b) two years after the Goods are accepted by Buyer, or (c) such longer period pursuant to or as may be set out herein.
5. Changes. Buyer may at any time, from time to time, by written direction make changes to this Order, including the descriptions, drawings, specifications, warranties, services, quantities, schedules, and method of shipment. Should any such change increase or reduce the cost, or the time required for performance, of this Order, a mutually agreed equitable adjustment will be made in the price or delivery schedule. Any requests by Vendor for an increase in the price or an extension in delivery schedule must be made within 10 calendar days from the date of such written direction from Buyer and be approved in writing by Buyer; otherwise it is waived.
6. Non-Disclosure Obligation. Vendor shall not use or disclose (or allow such) to third parties any information regarding Buyer's or any project owner's (or their respective affiliates or customers') business affairs, finances, technology, processes, plans, facilities, properties, installations, product information, know-how, design drawings, specifications, inventions, ideas, or other information which is or may be confidential or proprietary ("**Confidential Information**") which is received or learned by Vendor in connection with this Order or is developed pursuant thereto. Vendor shall use all commercially reasonable efforts to prevent the disclosure of Confidential Information. This Section shall not apply to information that was already in the prior possession of Vendor, that is or becomes a part of the public domain through no fault of the Vendor, or to the extent required by applicable law to be disclosed in legal proceedings. The confidentiality obligations of the Vendor set out herein shall survive the expiration, fulfillment, cancellation, or other suspension or termination of the Order. All Confidential Information shall be the exclusive property of Buyer and Buyer shall retain all ownership and property interests therein, including copyrights. Vendor shall have no ownership of or interest, including copyrights, in any Confidential Information. Upon acceptance of the Goods, Vendor shall return any such Confidential Information and make no further use either directly or indirectly of such Confidential Information. Additionally, Vendor shall not advertise, publish or issue any news release or make any public announcement or confirmation concerning the fact that the Vendor has furnished or has contracted to furnish Goods to Buyer.
7. Liability of Buyer. Notwithstanding anything herein or otherwise to the contrary, Buyer's sole and exclusive liability and obligation to Vendor is the payment of undisputed amounts for the Goods in accordance with the terms of this Order. Vendor waives and releases any and all other actual and potential claims, rights or remedies against Buyer. In no event will Buyer be liable to Vendor or any third party, in contract, tort or otherwise, for any loss of profit or business, or any special, incidental, indirect, exemplary, punitive or consequential damages, arising from or as a result of the Order, even if Buyer has been advised of the possibility of such damages.
8. Intellectual Property. Vendor agrees, represents, and warrants that (i) the manufacture, delivery, sale, installation, use, and/or incorporation into products/equipment of Goods do not and shall not infringe or violate any patent, copyright, trademark, trade designation, trade secret, or other proprietary, contractual, or property right or interest; and (ii) all license fees and royalties pertaining to the Goods have been paid. If the use or sale of the Goods is enjoined as a result of such claim, suit or action, Vendor, at no expense to Buyer, shall immediately obtain for Buyer and its customers rights reasonably satisfactory to Buyer to use and sell the Goods .
9. Compliance with Laws. Vendor shall comply at its own expense with all applicable laws, ordinances, rules, regulations, codes, licenses, permits, judgments, and orders, including the identification and procurement of required permits, certificates, licenses, insurance, approvals, and inspections.
10. Cancellation of Order. Buyer may cancel, suspend or modify this Order by notice to Vendor at any time prior to acceptance of Goods. If Buyer gives such notice prior to shipment, Buyer shall have no liability under this Order. In the event of Buyer's cancellation without cause after shipment of conforming Goods, Buyer's sole liability shall be to reimburse Vendor for actual delivery costs incurred by Vendor. No restocking, handling, or other charges shall be applicable to Buyer. Buyer shall also be liable for the actual, special costs incurred by Vendor prior to such notice in customizing Goods upon the express written request of Buyer, but only if Vendor has no market for such Goods and only to the extent that Vendor is unable to recapture such costs; *provided* that Vendor has taken all reasonable steps to mitigate such costs. Notwithstanding, in no event shall Buyer's liability exceed the total price provided for herein for finished conforming Goods delivered under this Order. Within 10 calendar days after notice of cancellation, suspension or modification under this Section, Vendor shall submit an invoice to Buyer specifying and documenting any and all charges which Vendor claims in connection with this Order or such actions. Charges not claimed within such period are waived by Vendor.
11. Termination for Default. Notwithstanding anything herein or otherwise to the contrary, Buyer may by notice to Vendor unilaterally terminate this Order without

liability if (i) Vendor fails in any respect to comply with this Order; or (ii) if, upon Buyer's written request, Vendor fails to provide evidence, satisfactory to Buyer, that Vendor will comply with this Order. In the event of termination under this Section, Buyer may procure the Goods or similar goods and services on such terms as Buyer deems appropriate, and Vendor shall be liable for excess re-procurement costs. Further, Vendor shall be liable to Buyer for any other remedies of Buyer at law or in equity.

12. Indemnification. Vendor releases and shall defend, indemnify, and hold Buyer, its affiliates, customers, project owners and their respective employees, agents, representatives, contractors and subcontractors (excluding Vendor), directors, officers, insurers, bonding companies, lenders, agents, licensees, successors and assigns (individually and collectively, "**Indemnitees**"), harmless from and against any and all claims, demands, suits, actions, legal proceedings, liabilities, losses, injuries, penalties, assessments, expenses, delay damages, liquidated damages, attorneys' fees, and costs whatsoever, incident to or arising from any actual or alleged: (a) defect in the Goods; (b) failure to comply with specifications of the Order, or with the express or implied warranties of Vendor; (c) violation by the Goods, or in their manufacture or sale or installation, of any law, statute, ordinance, order, rule, requirement, or regulation; (d) infringement or alleged infringement (as described in Section 8); (e) loss or damage to the Goods while in Vendor's care, custody or control; (f) bodily injury, including death, at any time, sustained by any person or persons, or damage to property, including loss of use thereof, arising out of or in consequence of the Goods supplied hereunder, including defects in design, materials, and/or manufacture, regardless (to the maximum extent permitted by applicable law) of whether such injury to persons or damage to property is due or claimed to be due in whole or in part to the strict liability, negligence, wrongful act, or other fault of Buyer and/or any other Indemnitee; (g) breach of this Order by Vendor; or (h) acts or omissions of Vendor, including in providing any services. Without limiting the generality of the foregoing, the Vendor releases and shall defend, indemnify, and hold harmless (to the maximum extent permitted by applicable law) the Buyer and other Indemnitees from liability for negligence or claimed negligence of Buyer or the other Indemnitees. Vendor's indemnification obligations shall include liability for consequential, incidental, and indirect damages and losses, lost profits, and punitive and/or exemplary damages. In the case of claims against Buyer or other Indemnitees by any employees of Vendor, anyone directly or indirectly employed by Vendor, or anyone for whose acts Vendor may be liable, the indemnification obligations under this Order shall not be reduced in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for Vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts. In any of the foregoing events, Buyer may also be represented in any such suits, actions, or legal proceedings by attorneys of its own selection at Vendor's expense.
13. Waiver of Liens. To the fullest extent permitted by law: Vendor agrees that neither Vendor, any material supplier thereto, nor any employee, agent, representative thereof, shall file against Buyer, Buyer's customers, project owners, or the property or real estate of any of them, any lien of any kind, including any laborers', mechanics' and/or materialmen's liens (collectively, "**Lien**"); and Vendor waives the right to file any such Lien. Further, Vendor releases and agrees to indemnify, defend, and hold harmless Buyer and other Indemnitees, and the property and real estate of any of them, from and against the filing or assertion of any such Lien and any loss or damage resulting therefrom including costs, expenses and attorneys' fees.
14. Buyer Work. Vendor shall compensate Buyer on a time and materials basis for all services performed and charges incurred (at cost plus 15%) by or on behalf of Buyer at the request of Vendor or to remedy any failure of Vendor to conform to or comply with this Order.
15. Insurance. At minimum, Vendor shall maintain: a) Auto liability insurance limits of \$1,000,000 combined single limit each accident for bodily injury and property damage, covering vehicles owned by the Delivery Company and non-owned vehicles used by the delivery company and including Hired & Non-Owned Liability Coverage including a Waiver of Subrogation. b) Should hazardous materials or pollutants be transported, Vendor shall also provide an MCS-90 and provide Pollution Liability limits of \$1,000,000 per occurrence or claim to include On-Site Coverage with Clean-up and Removal. Vendor shall bear all responsibility with respect to any hazardous materials generated, stored, or removed from any site. c) General liability insurance limits of \$1,000,000 per occurrence during the performance of any Services, naming Buyer as additional insured on a Primary and Non-Contributory Basis, and waiving rights of subrogation. Vendor agrees to provide CG 20 10 10 01 & CG 20 37 10 01 endorsements or its equivalent with respect to the Additional Insured. d) Workers Compensation Insurance as required by law and waive rights of subrogation. Employers' Liability with limits of \$1,000,000 per accident and per disease \$1,000,000 per policy \$1,000,000 per employee. e) Umbrella or Excess Liability Insurance limits of \$10,000,000 Each Occurrence over Commercial General Liability, Auto Liability and Employer's Liability. f) All such Vendor insurance coverages and policies shall be primary to, and not additional to, supplemental of, or contributing with, any insurance coverages or policies of Buyer, any customer of Buyer, any of their respective affiliates, or any other contractor, subcontractor, vendor, supplier, agent, or representative of any thereof. Vendor shall, upon request from Buyer, provide evidence of insurance from an insurance company with an AM Best rating of no less than A- VII, in the form of a Certificate of Insurance and endorsements evidencing all required insurance coverage, prior to delivery. g) Vendor shall provide written notification to the Buyer within ten (10) business days of the cancellation, non-renewal, or expiration of any insurance required by this Article.

Miscellaneous. The failure of Buyer to insist, in any one or more instances, on the performance of any obligation required of Vendor or any term or condition of this Order shall not be construed as a waiver or relinquishment of such (or any other) obligation, term or condition or any right or remedy with respect to future

performance. Whenever this Order requires that notice be provided to a party, notice shall be delivered in writing (i) if to Vendor, at the address set out on the Face of this Purchase Order or (ii) if to Buyer, at Buyer's address as set out on the Face of this Purchase Order directed to the attention of the "Director of Procurement" with a copy to the attention of the "Division General Counsel." Notice will be deemed to have been validly given: (i) at the time stated in a machine-generated confirmation that notice was received at the facsimile number of the intended recipient, *provided* that (a) notice shall also have been given contemporaneously by email to the email address indicated in the Order and (b), if such facsimile notice is received after 5:00 p.m. or on a non-business day, then such notice shall be deemed to have been given at 9:00 a.m. on the next business day; or (ii) on the date received if delivered by registered or by certified mail, postage prepaid to the address indicated in the Order. No charge will be allowed for packaging, crating, cartage or storage unless otherwise set out in this Order. Goods shall be suitably packed by Vendor to protect the contents to ensure that no damage results, to secure the lowest transportation costs, and to conform to the requirements of common carriers in accordance with good commercial practices and any applicable specifications. Vendor shall place Buyer's Order number on the outside of each shipment hereunder and on all documents relating to such shipment. This Order shall be governed by the laws of the state of Buyer's address (set out on the Face of this Purchase Order) without giving effect to contrary conflicts of laws provisions/principles. Vendor agrees that all disputes arising out of or in connection with this Order, or in respect of any legal relationship associate with or derived from this Order, will be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction. The place of such arbitration will be in the county (or if not, the state) of Buyer's address (set out on the Face of this Purchase Order). Buyer's rights and remedies under or pursuant to this Order shall be in addition to its rights and remedies at law and in equity. This Order shall be binding on, enforceable against, and shall inure to the benefit of the successors and permitted assigns of the parties, except Vendor may not, without the prior written consent of Buyer, assign, subcontract or transfer any of its rights, obligations or duties under this Order. If any provision of this Order is determined invalid, illegal, or unenforceable under applicable law, it shall be severed here from and such determination shall not impair or otherwise affect the validity, legality or enforceability of the remaining provisions of this Order, which shall remain in full force and effect. Instruction, operations and maintenance manuals (and spares and parts, if specified in this Order), including lists and certifications shall be furnished by Vendor. Delivery, installation or erection of Goods shall not be considered to be complete until approved copies of the operations and maintenance manuals are delivered to Buyer. Such manuals shall include drawings of all equipment, including minor parts and sub-assemblies in such detail as will permit the disassembly and assembly of each piece of equipment for maintenance. Parts drawings shall show such fabrication and assembly details as are required to permit disassembly or assembly of the equipment. Vendor shall furnish start-up and instructional service, if specified. In addition to the terms and conditions set out above, to the extent that Vendor provides any services at a location owned or controlled by Buyer or its customers, Vendor shall commence and perform such services as requested by Buyer in writing or as otherwise agreed herein and/or pursuant to a separate agreement (which shall control unless these Terms & Conditions are more favorable to Buyer or its customer).