

## VENDOR TERMS AND CONDITIONS

1. Purchaser and Seller are as referenced on face side hereof.
2. Seller hereby agrees to furnish the required materials/equipment when notified and in such manner that other parties working on this project will not be hindered or delayed by Seller. It is agreed that time, if not described by days or dates, is of the essence and that upon notification, Seller will proceed promptly. Seller acknowledges that it is aware of the required delivery date. Seller shall promptly prepare and provide all submittals required so as not to delay the work of the project. Seller shall be liable to Purchaser for liquidated or other damages assessed as a result of late performance of its obligations under this purchase order to the extent Purchaser is subject to liquidated or other damages on the project. If for any reason the project is delayed and Purchaser cannot accept delivery as scheduled, Purchaser shall not be liable to Seller for any costs or expenses or damages (including storage or restocking charges) which Seller may incur as a result of such delay.
3. Seller shall pay all applicable federal, state and local taxes.
4. No changes in quantity, quality or item shall be permitted unless agreed by subsequent purchase order.
5. Seller acknowledges that it is fully familiar with all relevant drawings and specifications associated with or in any way concerning the materials/equipment which is the subject of this purchase order. Seller warrants that all material/equipment delivered by it for the project shall be in full and complete conformity with all plans and specifications. Seller shall provide to Purchaser the same warranties which Purchaser is obligated to provide owner under the contract for the project.
6. Seller agrees not to file any mechanics' lien on the project and specifically waives any right which it may have to do so.
7. Seller shall pay for and obtain any and all permits and licenses, tests and inspections and shall comply with any and all federal, state and local laws and ordinances necessary for its performance.
8. Seller warrants and represents that unless otherwise noted and agreed, all material/equipment shall be new and free from defects and Seller shall have free and clear title and the right to deliver the same.
9. Cancellation. The Purchaser may cancel this order in whole or in part at any time for any cause and will reimburse the Seller for its reasonable, actual and necessary expenses.
10. Payment by Purchaser to Seller for materials/equipment delivered and approved by architect and/ or owner's representative will be made 60 days after and is preconditioned upon receipt of payment from owner for materials/equipment delivered.
11. In the event of Seller's failure to perform, and in order to prevent delay or hindrance to the work of other parties with an interest in this project, if after three days' written notice to cure, the Seller fails to comply, Purchaser shall have the right to, without prejudice to any other right or remedy: (a) furnish or secure elsewhere the necessary materials/equipment to remedy the situation at the expense of the Seller, or (b) declare Seller in default, terminate the purchase order and purchase Seller's incomplete portion of the work from others.
12. This purchase order shall not be assigned by Seller without Purchaser's express written approval.
13. Indemnification. Seller shall defend, indemnify and hold free and harmless Purchaser and all of its officers, agents and employees, from any claim, loss damage, liability or expense on account of damage to property or injuries, including death, to all persons including Purchaser's employees, or any other loss, cost or expense arising or in any manner growing out of the performance of any work or supplying any materials or equipment on job site including warranty claims hereunder by and through Seller, whether discovered before or after completion of the

- work, and Seller shall defend, at its own expense, and suits or any other proceedings brought against Purchaser, and its officers, agents or employees, on account thereof and shall pay all expenses and satisfy all judgments which may be incurred or rendered against Purchaser or any of them, in connection herewith. Seller shall defend all suits and claims whatsoever for infringement of any patent rights by reason of the sale or use of any device, design or apparatus furnished by Seller, and shall save Purchaser harmless from loss on account thereof.
14. The Purchaser shall have the right to retain, out of any payments due or to become due to the Seller on this or any other project, an amount sufficient to completely protect the Purchaser from any costs, expense or damage resulting from any lien, claim or other liability asserted against the Purchaser arising out of Seller's performance hereunder.
  15. Hazardous Materials. Any materials required by the Order that are deemed hazardous will be packaged, marked and shipped by the Seller to comply with all federal, state and local regulations then in effect and will further comply with any special requirements as might be noted on the face of the purchase order.
  16. Seller warrants that it and all materials/equipment provided hereunder shall at all times be in conformity with and comply with any and all federal, state and local health and safety regulations and requirements.
  17. Purchaser makes no representations or warranties with respect to field conditions, distances or dimensions shown on plans. Seller is responsible for all field verification.
  18. Seller shall provide a performance bond from a surety company acceptable to Purchaser if requested.
  19. Seller and Buyer agree that the prices set forth in this Purchase Order include all applicable federal, state and local taxes, including without limitation, any sales and use taxes. No liability shall accrue to Purchaser for any such taxes.
  20. If material/equipment order requires Seller to be on site for testing or commissioning, Seller will be required to submit to Buyer evidence of insurance coverage as required by Buyer in amounts not less than those so specified in Exhibit I. All insurance shall be procured at Seller's expense. In the event Buyer, in its sole discretion, determines that Seller is not maintaining the insurance required by the Agreement, Buyer shall have the right to immediately terminate this Agreement without any notice to Seller.
  21. Seller confirms that all freight costs and estimated number of shipments are included on Purchase Order.