

**Integrated Power Services, LLC.
Terms and Conditions of Purchase**

1. **Acceptance.** Acceptance of the offer represented by this purchase order is expressly limited to the terms of this purchase order. Buyer shall not be bound by and specifically objects to any term or condition proposed by Seller that is different from or in addition to the provisions of this order, but such proposal shall not operate as a rejection of this offer unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods, but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller without said additional or different terms. Signing and returning the acknowledgment copy of this purchase order, or, in any event, commencement of performance hereunder shall constitute unconditional acceptance of purchase order. The purchase order is the entire contract and no changes are binding on Buyer unless they are in writing and signed by an authorized representative of Buyer's Purchasing Department. Notwithstanding any references in this purchase order to Seller's quotation, this order is not in response to or an acceptance of such quotation, and any references to or attachment of Seller's terms and conditions, or any over stamping on the acknowledgement or invoicing of this order shall not alter the terms hereof and shall be disregarded by Buyer, and are hereby rejected. This order expressly limits acceptance to the terms stated herein.
2. **Changes.** Buyer reserves the right at any time to make changes in drawings, designs, specifications, quantities, and delivery schedules as to any goods and/or work covered by this order. Such changes to be binding on either Buyer or Seller must be made by a change order to this order. Any differences in price or time for performance resulting from such changes shall be equitably adjusted and shown on the supplemental purchase order. Any claim by the Seller for adjustment under this Article must be asserted within 30 days from the date of notification of the change, provided, however, that the Buyer, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this order.
3. **Performance.** Deliveries of goods or services ordered hereunder are to be made both in quantities and at the times specified by this order. Buyer shall have the right (a) to cancel this order if shipment is not made in accordance with such schedules for quantities, or time periods, (b) to refuse to accept delivery if shipments are made in advance of schedules herein or if quantities are in excess of this order. Time is of essence of this contract. Any provisions herein for delivery of articles or the rendering of services by installments shall not be construed as making the obligations of Seller severable.
4. **Delays.** Neither party shall be liable for delays or default in deliveries or acceptance of goods due to causes reasonably beyond its control and which occur without its fault or negligence, provided written notification of excusable delay is given by the affected party within ten days of the occurrence causing same. In the event Seller is the affected party, Buyer may, in addition to any rights granted in this contract or under the law, terminate the order, in whole or in part, without liability on account thereof. Whenever an actual or potential labor dispute delays or threatens to delay the timely performance of this order, Seller shall immediately notify Buyer of such dispute and furnish all relevant details.
5. **Inspection.** Payment for goods or services furnished hereunder shall not constitute acceptance thereof. All goods are subject to Buyer's inspection. If any goods are found at any time to be defective in design, material or workmanship, or otherwise not in conformity with the requirements of this order, Buyer in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such goods (plus inbound transportation charges if bought F.O.B. shipping point) at Seller's expense. Such goods shall not be replaced without written authorization by Buyer. Buyer may reject the entire shipment, where it consists of a quantity of similar articles and sample inspection discloses that the articles inspected contain defective material or workmanship or do not conform to specifications or samples, unless Seller agrees to reimburse Buyer for the cost of a complete inspection of the articles included in such shipment.
6. **Cancellation/Termination.** Buyer by written notice may terminate this order, in whole or in part. In the event this order is terminated as a result of Seller's default, the Seller shall be liable for damages, including the excess cost of reprocurring similar items. If this order is terminated for the convenience of Buyer, Seller shall be compensated proportionately to the extent that items have been shipped or services rendered prior to the effective date of termination. Other than to this extent, Buyer shall not be liable to Seller for any damages on account of its failure to accept all of the items or services ordered. Buyer shall be entitled to a refund of any unearned progress payment made to the date of termination.
7. **Remedies.** The remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity. No waiver of a breach of any provision of the contract resulting from this order shall constitute a waiver of any other breach, or of such provision.
8. **Warranties.** Seller expressly warrants that all goods covered by this order are merchantable, free from defects in design, material and workmanship, and if Seller is or reasonably should be aware of the use for which Buyer intends to use the products covered under this purchase order, Seller warrants that such products will be fit for such particular purpose. Seller warrants that such goods and/or services conform to specifications, drawings samples, or other description upon which this order is based. All warranties run to Buyer and its customers.

9. **Patents.** Seller agrees to defend Buyer and its customers from any and all suits for infringement of letters patents, copyright, and/or trademark rights, which suit results from the use or sale of goods delivered under this order, and will indemnify and hold Buyer and its customers harmless, in any such suit, from any or all costs (including attorney's fees), and for recovery by way of profits, damages or otherwise arising out of such suit, provided, however, that the foregoing shall not apply where goods are made to Buyer's specification or design.
10. **Indemnification.** Seller agrees to indemnify and hold harmless Buyer from and against any and all loss and liabilities whatsoever caused in whole or in part by Seller's act or omission, including any loss arising from breach of contract or improper performance by Seller and for damages and/or injuries which may be incurred by Buyer by virtue of defective design, material or workmanship in the goods furnished hereunder. If this order covers the performance of labor for Buyer, Seller agrees to indemnify and hold harmless Buyer from and against all losses, liabilities, claims, or demands for injuries to any person (including death) or damages to property growing out of the performance of the contract which results from the acceptance of this order by Seller, except that Seller shall not relieve Buyer from liability caused by the willful misconduct or sole negligence of Buyer, its officers, agents, or servants.
11. **Insurance.** If this order covers the performance of labor at Buyer's facility, Seller shall maintain at all times during the performance of the contract which results from the acceptance of this order, workers' compensation insurance with applicable statutory limits, employer's liability of \$1,000,000 limit, and comprehensive public liability insurance including products – completed operations, automobile and contractual liability coverages with limits of \$500,000/\$1,000,000 bodily injury, and \$500,000 property damage (\$50,000 property damage – automobile) or a combined single unit of \$1,000,000 per occurrence. Seller shall furnish an insurance certificate and/or state issued certificate evidencing the above coverages. Insurance certificates shall be endorsed to provide that Buyer shall be notified in writing at least ten (10) days prior to any substantial modification or termination of the subject policy.
12. **Tool, Dies, and Material.** Title to, and right of immediate possession of, all tooling, dies and material furnished by Buyer to Seller, or purchased by Buyer from Seller, shall remain with Buyer. Tooling subject hereto shall be maintained in good condition and must be permanently identified as the property of Buyer, and shall be used solely in the performance of work ordered by Buyer. Seller shall maintain an inventory control of all such tooling, dies, and materials and such items shall not be commingled with property belonging to Seller or others, except as such material may be incorporated into or attached to supplies, consumed or expended in the performance of this order. Invoices for tooling and/or dies shall be submitted after acceptance by Buyer of samples or production parts for which the tooling was ordered and receipt by Buyer of Seller's certification that each tool listed is satisfactory for the use for which it is intended. All tools, dies and materials subject hereto shall be fully covered by Seller with fire and extended coverage insurance for the protection of Buyer. In the event that the Seller fails or refuses to return Buyer's tooling, dies, and materials on demand, Buyer shall be entitled to recover all costs in connection with securing possession of such tooling or dies, including attorney's fees.
13. **Liens.** If this order covers job site work, Seller shall be solely responsible for all claims of whatever nature arising out of non-payment for services, labor, and materials furnished or contracted for by Seller in performance of work hereunder, including all liens, which may be levied against Buyer or its customer. Upon Buyer's request, Seller shall furnish Buyer with an affidavit satisfactory to Buyer setting forth the names and amounts due and remaining unpaid to all persons furnishing services, labor, or materials hereunder. Buyer shall have the right to pay directly to all Sellers' creditors all such amounts as may be due them and deduct same from payments to Seller.
14. **Use of Buyer's Data/Publicity.** All specifications, documents, data, designs, or other information delivered by Buyer to Seller are the property of Buyer. They are delivered solely for the purpose of Seller's performance of this order and on the express condition that neither they nor the information contained therein shall be disclosed to others nor used for any purpose other than in connection with this order without the prior express written consent of the Buyer. Such specifications, documents, and articles are to be returned to Buyer promptly upon its written request. Such request may be made at any time during or after completion of Seller's performance. The obligations under this clause will survive the cancellation, termination, or completion of this order. Without prior written consent of Buyer, Seller shall not use Seller's name or that Seller has entered into a contract with Buyer in any advertising or public announcement.
15. **Laws and Regulations.** In furnishing goods and/or services required under this order or any amendment thereto, Seller represents, warrants, and agrees that it shall comply with the provisions of all applicable federal, state, and local laws, regulations, and orders.
16. **Governing Law and Disputes.** All purchase orders from Buyer are issued with reference to the laws of the State shown in Buyer's address on the face of this order and the rights and duties of all persons, and the construction and effect of all provisions of such purchase orders, shall be governed and construed according to the laws of such State. Pending the resolution of any dispute, Seller shall proceed as directed by Buyer in writing.
17. **Assignment.** This order may not be assigned by Seller without the written consent of Buyer.