

GENERAL TERMS AND CONDITIONS OF PURCHASE

ARTICLE 1. DEFINITIONS "Purchaser" means Daikin Applied who will acquire, own, and use the Goods covered by this Order. "Goods" means the goods, materials, articles, equipment, supplies, drawings, data, processes and all other property and services, including design, expediting, inspection, delivery, installation, and testing specified or required to furnish the items ordered hereunder. "Work" means any engineering, manufacturing, assembling, or other operation contributing to the supply of the Goods. All other terms shall have the meanings defined in the Uniform Commercial Code as adopted by the State of Minnesota at the date of this Order.

ARTICLE 2. ORDER DOCUMENTS The Documents constituting the contract of sale shall consist of the Purchase Order, these General Terms and Conditions; the Special and Additional Terms and Conditions, if any; the Drawings, Specifications and other Documents if any therein identified and incorporated by reference, and such detailed drawings and instructions, if any, consistent with such Drawings, Specifications and other Documents necessary for the proper execution of the Work, all of which form the "Order." In the event that any Seller's proposal or other Seller's document is made a part of the Order and is in conflict with any other part or parts of the Order Documents, said other parts shall govern. The Order Documents are complementary and what is called for by any one is as binding as if called for by all. In the event of conflict between the Order Documents, the Purchase Order shall take precedence over all other Documents, the Special Conditions shall take precedence over all Documents other than the Purchase Order, and Specifications shall take precedence over Drawings. This Order is an offer to purchase. Seller's commencement of Work on or shipment of the Goods, whichever occurs first and/or performance of the described services is an effective mode of acceptance of Purchaser's offer to purchase. Seller may also indicate acceptance by sending Purchaser a sales acknowledgment form. Any acceptance of this Order is limited to the express terms of the offer contained in this Order. Purchaser hereby objects to any proposal for additional and/or different terms or any attempt by Seller to vary any terms of this Order in Seller's acceptance. Any such proposal or attempt by Seller does not operate as a rejection of this Order unless such proposal relates to the description, quantity, price or delivery schedule of the Goods and/or services. This Order is deemed accepted by Seller without the additional and/or different terms. If this Order is deemed to be an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained in this Order and such acceptance is hereby expressly made conditional on Seller's assent to any additional and/or different terms that are contained in this Order. Additional and/or different terms or any attempt by Seller to vary any terms of this Order is deemed material and is rejected. However, this Order shall not operate as a rejection of Seller's offer unless such proposal relates to the description, quantity, price or delivery schedule of the Goods and/or services. Any additions to or variations from the Order Documents offered by Seller will be deemed proposals for amendment to this Order and shall be binding only if made in writing and signed by an authorized representative of Purchaser.

ARTICLE 3. TIME, DELIVERY AND EXPEDITING Timely performance and delivery in accordance with the stated delivery date are essential to this Order. Delivery shall be made on or before the date stated. If, prior to the stated delivery date, Seller has reason to believe it cannot make delivery in the time stated, it shall give Purchaser reasonable notice of the anticipated delay, and Purchaser shall have the right to cancel this Order without charge if the anticipated delay will prevent Purchaser from fulfilling its contractual obligations to Owner. Seller, if requested, shall furnish periodic reports on progress of the work in its shops, or in shops of its suppliers. Unless otherwise provided in this Order, Seller shall deliver the Goods covered by this Order in good condition and properly packaged for shipment, taking into account the nature of the Goods and mode of transportation. Cost of packing and proper loading including all necessary blocking and bracing shall be the responsibility of Seller and deemed to be included in the purchase price. Seller must use correct packing and shipping classification descriptions to obtain lowest applicable shipping rates. Itemized packing lists must accompany each shipment. Purchaser's

count will be accepted as final and conclusive on shipments not accompanied by Seller's itemized packing list. If routing is specified in the Order, Seller must strictly comply prior to shipment. No shipment is deemed completed until Purchaser has received the bill of lading or transportation receipt. All shipping documents must reference Purchaser's Order number. Partial shipments are not allowed unless so stated in this Order. Partial shipments must be accompanied by identifying documents, but such shipments shall not be interpreted to make the obligations of Seller severable. Goods delivered in error or in excess of the quantity called for will be returned at Seller's expense. The Goods covered by this Order, including all warranty work, shall be subject to expediting by Purchaser. Purchaser's representatives shall be afforded free access during working hours to Seller's plants, and Seller agrees to procure a similar right for Purchaser for expediting purposes with respect to Seller's suppliers. As required by Purchaser, Seller shall supply schedules, progress reports and unpriced copies of Seller's purchase orders and subcontracts for Purchaser's use in expediting. Seller shall notify Purchaser in writing of any actual or anticipated delays immediately upon discovery. Such notice shall include an estimated period of delay, cause, and corrective actions being taken. Slippage in Seller's schedule may be deemed to be reasonable grounds for insecurity in which event Purchaser may demand in writing that Seller provide adequate assurances that Seller will perform on time. Such expediting or failure to expedite by Purchaser shall not relieve Seller of any of its responsibilities under the terms of this Order. The delivery dates for the Goods under the Purchase Order may include a schedule that specifies delivery dates for vendor data from Seller needed for further engineering calculations or for services required from the Seller in addition to the delivery dates for the goods, materials and/or equipment, (such vendor data, services, goods, materials and/or equipment for which delivery dates are specified being referred to as "Deliverables"). These delivery dates are crucial for Purchaser to meet the delivery schedule it has with the Owner. Therefore, should Seller fail to meet the delivery dates for Deliverables required by the Purchase Order, Seller shall pay Purchaser Liquidated Damages ("LDs") for delay in the amount of 0.5% of the Purchase Order price per day the Deliverables arrive past the delivery date, with a maximum cumulative LDs of 10% of the Purchase Order price. Should Purchaser request any change in the Purchase Order from the Seller that would reasonably cause a delivery date to be extended, Seller shall submit a revised delivery date to Purchaser and document the reasons for the requested extension to the delivery date. Any such request for change and any extension to the delivery dates for Deliverables must be in writing from the Seller. Any modification to the delivery dates for the Deliverables will be mutually agreed and will be documented in a written Change to the Purchase Order. Purchaser and Seller acknowledge and agree that Purchaser's damages for Seller's failure to meet the required delivery dates are difficult to ascertain and such damages have been agreed upon and fixed as fair and reasonable and shall be applicable regardless of the actual amount of damages sustained. All amounts shall be paid as liquidated damages and not as a penalty.

ARTICLE 4. DELAYS AND EXTENSIONS OF TIME If Seller is delayed in the execution of the Order by any event beyond the reasonable control of the Seller, such as acts of God, fire, war, riot, government or military authority or by strikes, unusual delay in transportation or unavoidable casualty, then the delivery date shall be amended to a mutually acceptable date, but in no event shall the delivery date be extended for a period longer than a period of time equal to the delay. No such amendment shall be made for delay occurring more than five (5) working days before claim therefore is made to Purchaser in writing that contains a description and reason for said delay and provides an estimated date for actual shipment. Failure to so notify the Purchaser of such delay shall constitute a waiver of the Seller's right to a time extension. There shall be no price adjustment by virtue of any such time extension. The intent of this paragraph is that Seller shall not bear the cost of cancellation in respect of delays that are beyond its control and which it has made its best efforts to prevent or minimize. The burden of proof shall be on the Seller to show that delay is beyond its control and beyond its best efforts to minimize.

ARTICLE 5. TITLE AND RISK OF LOSS All purchases are understood to be F.O.B. destination unless otherwise specified. Risk of loss in transit shall not pass to Purchaser until delivery to the final destination (or to carrier designated by Purchaser in cases where shipment is made F.O.B. Seller's shipping point) in accordance with all applicable federal, state or local laws or regulations, including but not limited to U.S. Department of Transportation and U.S. Environmental Protection Agency regulations for hazardous substances. Purchaser shall not be liable for any discharge(s), spill(s), or other incident(s),

involving any materials transported hereunder until completion of such delivery including but not limited to the expenses for any clean-up cost. Notwithstanding any statement contained herein to the contrary, including any statement that freight or shipping terms are F.O.B. at a specified vessel, car or other vehicle, or F.A.S. at a vessel, all risk of loss or damage shall remain upon Seller until the Goods are unloaded at the final destination, and in the case of rejected or returned Goods, shall be upon Seller from the time of Purchaser's delivery to carrier. If leakage or loss of Goods occur at any time prior to Purchaser's unloading of the Goods, Seller shall be responsible for all loss of Goods or injuries to persons or damage to property caused by the escape of Goods from containers, tank cars or trucks. Seller will indemnify, defend, protect, save and hold Purchaser harmless from and against any and all claims, liabilities, losses, costs, expenses, damages or penalties, including reasonable attorneys' fees, arising from the claims of any party or parties, including without limitation the United States or America, or any other governmental authority, agency or regulatory body, for any release, spill, leak, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, injury or damage, including, but not limited to, damage to the environment resulting from or in connection with anything that occurred with the Goods prior to Purchaser unloading them. The indemnification is understood to cover any and all legal actions, which may be taken by Purchaser directly against Supplier under this provision. This indemnification shall be in addition to the warranty obligation of Seller. Except as otherwise provided herein, all Goods furnished by Seller hereunder shall become the property of Purchaser, as applicable, upon payment therefore or upon delivery, whichever occurs earlier. Upon such delivery, Seller shall cease to bear the risk of loss or damage; provided however, that any loss or damage, whenever occurring, which results from Seller's nonconforming packaging or crating shall be borne by Seller.

ARTICLE 6. INSPECTION/ACCEPTANCE Seller shall perform all inspections and tests as required by the Order. Purchaser shall have the right to inspect the Goods and Seller shall give Purchaser reasonable notice that the Goods are ready for inspection. Seller agrees to procure a similar right for Purchaser for inspection purposes with respect to Seller's suppliers in order to monitor compliance with quality requirements. Purchaser's right to inspect, examine, and test the Goods shall extend through the manufacturing process, the time of shipment and a reasonable time after arrival at the final destination. Seller's failure to adhere to the standards of quality required under this Order shall be deemed to be reasonable grounds for insecurity. Purchaser may demand in writing that Seller provide adequate assurances of Seller's ability to meet said standards. If inspection and tests, whether preliminary or final, are made on Seller's premises, Seller shall furnish, without additional charge, all reasonable facilities and assistance for safe and convenient inspection and tests required by Purchaser as the case may be. The Goods shall not be deemed accepted until finally inspected and accepted by Purchaser's representative at the final destination. No inspection of the Goods or failure to inspect, or payment for, or acceptance of the Goods by inspectors or other representatives of Purchaser, shall relieve Seller of any of its obligations under this Order, and shall in no way impair Purchaser's right to reject or revoke acceptance of nonconforming Goods, or to avail itself of any other remedies to which Purchaser may be entitled, notwithstanding Purchaser's knowledge of the nonconformity, its substantiality or the ease of its discovery.

ARTICLE 7. WARRANTIES AND GUARANTEES Seller warrants that the Goods covered by this Order will: (i) conform to the Specifications, Drawings, or other description furnished by Purchaser; (ii) shall be new and of the best quality, if no quality is specified; (iii) will be merchantable, safe and appropriate for the purpose for which Goods of like kind are normally used; (iv) will conform to any statements made on the container, labels or advertisements for such Goods, if any; (v) will conform in all respects to any samples supplied by Seller; (vi) will be adequately contained, packaged, marked and labeled; (vii) will be free from liens and patent and latent defects in design, material, workmanship and title; (viii) are fit and suitable for the purposes of this Order; (ix) and will comply with SQA Manual CPROC7403 - Revision 03 In the case of Goods designed or offered

by Seller to meet the Performance requirements of Purchaser's Specifications, Seller warrants that the Goods will perform as specified. Seller shall employ good, sound technical and engineering procedures, skill, care and judgment. In the event that any parts of the Goods have not been completely described in this Order, such parts shall be in accord with nationally recognized codes and to a standard at least equal to the standards, which have been specified in this Order. Seller agrees that the aforesaid warranties shall survive acceptance of the Goods. These warranties shall run to Purchaser. Unless the warranty period is otherwise specified in this Order, if, at any time prior to one (1) year from the date of commercial operation of Purchaser's facility, or, with respect to liens, title or latent defects at any time, it appears that the Goods, or any part thereof, do not conform to the warranties set forth in this Section 7.1, and Purchaser so notifies Seller within the warranty period, Seller shall promptly correct such nonconformity to the satisfaction of the Purchaser at the F.O.B. point of this Order, at Seller's sole expense. Seller's liability hereunder shall extend to all damages proximately caused by the breach of any of the foregoing warranties, including all in-out charges and incidental damages, such as disassembly, removal, inspection, re-installation, re-testing, costs of transportation or warehousing. If Seller does not remedy any nonconformity in the Goods within a reasonable time after notice of such nonconformity is given to Seller by Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to provide notice to Seller, Purchaser, at its option, may: remedy such nonconformity by itself or through others, using replacement parts recommended by Seller whenever such parts can be reasonably obtained, in accordance with methods supplied or approved by Seller or, in the absence of such methods, generally approved industry methods; and Seller shall reimburse Purchaser for the reasonable expense of remedying such nonconformity; or retain the nonconforming Goods and an equitable adjustment reducing the Order price to reflect the diminished value of such nonconforming Goods will be made by written revision; or reject or revoke acceptance of the Goods, and cover by making any reasonable purchase of Goods in substitution for those rejected and the Seller will be liable to the Purchaser for any additional cost for such substituted Goods; or reject or revoke acceptance of the Goods, and demand prompt refund of the Order price in full or that portion thereof that has been paid by Purchaser along with Purchaser's costs incurred for transporting the nonconforming Goods to and from the delivery point. Any such action on the part of Purchaser under this Section 7.3 shall not relieve Seller of any responsibility or liability hereunder with respect to such Goods.

ARTICLE 8. CONFIDENTIAL INFORMATION Except for proprietary rights of Seller referenced in Section 8.2 below, all Drawings, Plans, Specifications, Sketches, Information and Know-How furnished by Purchaser, whether or not designated as confidential or proprietary, shall remain the property of the Purchaser, shall be maintained confidential, and may not be used, reproduced, or revealed to others except as authorized by Purchaser, and only then for the purpose for which they are furnished and on a confidential basis. Seller shall not publicize the existence or scope of this Purchase Order without Purchaser's written consent. Seller shall require these same restrictions on the part of any sub-supplier, etc., to whom such information is disclosed. Seller shall return all information and copies thereof to Purchaser upon completion of Seller's obligations under this Order, or upon written request at any time. Notwithstanding any proprietary legends or copyright notices to the contrary, Purchaser may copy or reproduce documents and information furnished by Seller in connection with Seller's proposal and with this Order and distribute such copies or reproductions to others for the limited purposes of designing, constructing, operating, maintaining, licensing, or replacement of the Goods. Seller is responsible for obtaining necessary permission and releases from any third parties placing proprietary rights or copyrights on such documents or information and shall, at its own expense, hold harmless and defend Purchaser against any and all claims, suits or proceedings based upon a claim whether rightful or otherwise that a proprietary right or copyright has been infringed by copying, reproduction, distribution or use by Purchaser.

ARTICLE 9. PATENTS Seller guarantees that Purchaser's and/s purchase, use or sale of the Goods furnished on this Order, in the form in which furnished to Purchaser, will not infringe any valid patent or copyright, and Seller agrees to defend any claim, action or suit that may be brought against Purchaser for patent or copyright infringement by reason of Purchaser's purchase, use or sale of such Goods, and Seller also agrees to indemnify and defend Purchaser and hold Purchaser harmless against all judgments, decrees, damages, cost and expenses, including but not limited to attorneys' fees, recovered against

Purchaser or sustained by Purchaser on account of any claim, whether rightful or otherwise, that a proprietary right or copyright has been infringed. In case said Goods, or any part thereof, are in such suit held to constitute infringement and/or use is enjoined, the Seller shall, at its own expense, subject to the following provision, either procure for the Purchaser an irrevocable, royalty-free license to continue using such Goods, or with Purchaser's prior written approval, replace same with substantially equal but non-infringing Goods or modify them so they become non-infringing, provided that no such replacement or modification shall in any way amend or relieve Seller of its warranties and guarantees set forth in this Order. This Article 9 shall not apply to any Goods, or any part thereof, manufactured to Purchaser's detailed design. As to such Goods or part, the Seller assumes no liability whatsoever for infringement.

ARTICLE 10. LAWS AND REGULATIONS Seller shall observe and comply with all applicable federal, state and local laws and regulations in the performance of the Work. Seller warrants that all Goods covered by this Order have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations to which the Goods are subject, including but not limited to the requirements of Title VII of the Civil Rights Act, 42 USC § 2000e et.seq., the Fair Labor Standards Act of 1938 as amended, and all "Occupational Safety and Health Act" (O.S.H.A.) Standards as applicable, and Dodd-Frank Act § 1502. If this Order calls for the transfer to Purchaser and/ by Seller of any chemical substance or mixture, or any material which may generate or release a chemical substance or any hazardous agents, Seller shall provide before or with said transfer a Material Safety Data Sheet (Federal O.S.H.A. Hazard Communication Standard, 29 CFR 1910.1200) and label which are current, accurate and complete, which include but are not limited to a statement of product hazards and precautions for safe use. Copies of the Material Safety Data Sheet shall include the Purchase Order number, shipping location, and shall be sent to the shipping location identified in this Order. Seller hereby agrees to indemnify, defend and hold Purchase and its respective affiliates harmless from and against any and all claims, legal actions, final judgments, reasonable attorneys' fees, civil fines and any other losses or costs, including but not limited to attorneys' fees, which any of them may incur as a result of the sale or delivery to Purchaser hereunder of Goods which do not meet all requirements of such laws and regulations.

ARTICLE 11. CHANGES Purchaser reserves the right at any time to change, on reasonable notice to Seller: (i) the Drawings or Specifications; (ii) additions to or deletions from quantities ordered; (iii) delivery schedule; (iv) method of shipment or packaging; or (v) place of delivery. Any differences in price, delivery, or warranty resulting from such changes shall be equitably adjusted and the Order modified accordingly in writing prior to the execution of such change. Any claim by Seller for adjustment shall be deemed waived unless asserted in writing within thirty (30) calendar days from receipt by Seller of such changes. Price increases or extensions of time for completion shall not be binding on Purchaser unless evidenced by a Change Order issued and signed by Purchaser and accepted by Seller. Seller shall not suspend performance while Purchaser and Seller are in the process of making such changes and any related adjustments. Substitution by Seller of materials or Goods other than those specified in this Order will not be permitted except by prior written authority of Purchaser.

ARTICLE 12. PAYMENTS The Contract Price of this Order is firm and not subject to escalation unless noted on the face of the Order hereof. Seller warrants the prices for the Goods sold to Purchaser hereunder are not less favorable than those currently extended to any other customer for the same or substantially similar Goods in similar quantities and/or the same or substantially similar services. In no event is this Order to be filled at higher prices than last previously quoted or charged to Purchaser without Purchaser's prior consent. The Contract Price shall include applicable charges such as packing, loading, shipping and insurance. Seller agrees to pay all federal, state, or local taxes imposed by law upon or on account of the manufacture, sale, or delivery of the Goods or services furnished hereunder, unless otherwise set forth in the Order. Invoices will be paid pursuant to the provisions of this Order if they show applicable discounts are strictly of this Order

and are accompanied by the bills of lading or transportation receipts. Applicable freight charges shall be shown separately on the invoices and shall be supported by copy of the paid freight bill. Time in conjunction with payment will be computed from the date of receipt of Seller's invoice or the date Goods are received, whichever is later. Cash discounts will apply from the date a correct, properly supported invoice is received by Purchaser, or date Goods are received, whichever is later. Any invoice deviating from the requirements of this section will be returned to Seller for correction and/or acceptable support. Seller shall maintain accurate and complete accounting records and vouchers in support of all cost billings to Purchaser in accordance with generally accepted accounting principles and practices. Purchaser, or its representative, shall have the right at any reasonable time to examine and audit the records, vouchers, and their source documents which serve as the basis for compensation, other than compensation which is a fixed amount, such as a fixed price or fixed fee. Said records shall be available for three years after delivery of Goods for Purchaser's inspection and audit. Seller shall furnish such reasonable breakdown of the price, as may be requested by Purchaser, to satisfy governmental auditing requirements. Seller shall promptly pay all claims of persons or firms furnishing labor, equipment or materials used in providing the Goods. Purchaser may require Seller to submit satisfactory evidence of payment and releases of all such claims. If there is any indication of any such unpaid claim, Purchaser may withhold payment until Seller has furnished such evidence of payment and release and Seller shall indemnify and defend Purchaser against any liability or loss arising from any such claim, including but not limited to attorneys' fees. Purchaser reserves the right to make payments due hereunder directly to suppliers of Seller whenever Purchaser has reason to believe Seller has not paid or is likely not to pay such suppliers amounts due them on a timely basis. Notwithstanding the foregoing, nothing contained in this Order shall create any contractual relationship between Purchaser and any of Seller's supplier. In order to assure Purchaser of the prompt and unrestricted use of the Project for which the Goods under this Order are procured, to the extent permitted by law, Seller waives any and all liens which it might otherwise assert in the resolution of disputes arising out of the performance of this Order. Seller further agrees to incorporate the substance of this provision into all of its agreements with sub-suppliers. Seller shall indemnify and hold harmless Purchaser against any lien or encumbrance in connection with the performance of this Order by Seller. Purchaser may withhold any payment due hereunder to protect Purchaser itself from loss because of: (i) bankruptcy or insolvency of Seller; (ii) failure by Seller to make timely payment for any Goods or services used in the Work; (iii) liens or encumbrances in connection with this order; (iv) breach by Seller of any contractual term or condition; or (v) a possibility, based on Purchaser's reasonable belief, that the Work will not fulfill the requirements of this Contract. Purchaser, without waiver or limitation of any rights or remedies, shall be entitled to set-off from any amounts due or owing by Purchaser to Seller any and all amounts owed by Seller to Purchaser arising out of this Order or any other transaction with Seller. Purchaser may require that the Work in process be marked or otherwise identified, and Seller shall promptly execute, to the extent of payment made by Purchaser, Waivers of Lien and such other documents as are in Purchaser's opinion necessary to protect Purchaser's interest in the Work. If Purchaser makes any advance or progress payment to Seller under this Order, upon Purchaser's request, Seller agrees to execute a Security Agreement and Financing Statement (both in form satisfactory to Purchaser) granting a Security interest to Purchaser effective in all states of fabrication or manufacture, and in the proceeds, raw materials and Goods which are purchased, manufactured, or otherwise obtained pursuant to the Order.

ARTICLE 13. INDEMNITY Seller shall indemnify, defend, pay, save and hold Purchaser and its parents, subsidiaries and affiliates and each of their respective officers, directors, shareholders, employees, agents, servants, nominees, successors, assigns and authorized representatives (collectively, the "Indemnified Parties") harmless from any and all suits, actions, legal or administrative proceedings, claims and demands made, or asserted, or threatened by any third party and all related losses, expenses, damages, costs, actions, property loss, personal injury or death, fines, penalties and liabilities, including reasonable attorneys' fees and expenses sustained or incurred by or asserted against the Indemnified Parties in investigation or defense, in each case, of whatever kind or nature (hereinafter collectively, the "Claims") that arise out of or that are alleged to arise out of, or that are related to or that are connected with, in whole or in part, the following: (i) any willful misconduct, illegal act, or negligent act or omission, or fault, whether active or passive, or

of any strict liability, by Seller, its employees, subcontractors or agents engaged by Seller in the performance of Seller's obligations under this Agreement or otherwise or by anyone acting under Seller's direction or control or on Seller's behalf; (ii) any breach in a representation, covenant or obligation of Seller contained in this Agreement; (iii) any defect (whether patent or latent) in the Goods purchased hereunder; (iv) any claims relating to Seller's relationship with its employees, agents or its capacity as an employer; (v) the failure of Seller to comply with applicable hazardous materials laws; (vi) Seller's breach of duty in administering contracts with subcontractors, including, but not limited to, any and all instances in which any subcontractor or agent of Seller has not fulfilled the insurance requirements described in this Agreement; and (vii) Seller's failure to comply with any Law. The foregoing indemnification shall apply irrespective of whether Claims are asserted by a party, by its employees, agents or subcontractors, or by unrelated third parties, but such indemnity shall not apply to the extent of the negligence or willful misconduct of the Indemnified Party entitled to indemnification hereunder. Nothing contained herein shall relieve Seller of any responsibility for Claims regardless of whether Seller is required to provide insurance covering such Claims or whether the matter giving rise to the Claims is the responsibility of Seller's agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligation of Seller.

ARTICLE 14. SUSPENSION Notwithstanding any other provisions of this Order, Purchaser may at any time, suspend, or extend the time for, Seller's performance, upon written notice of such suspension or extension. Thereafter, Seller shall resume performance as directed by Purchaser. In the event of such suspension or extension, Seller shall be entitled to reimbursement for additional costs reasonable and necessarily incurred by Seller in effectuating such suspension or extension period, to the extent that such additional costs are actually incurred, if claimed within thirty (30) days after resumption of performance.

ARTICLE 15. TERMINATION FOR CONVENIENCE Seller's performance under this Order may be terminated by the Purchaser for its convenience in accordance with this clause in whole, or, from time to time in part whenever the Purchaser shall elect. Any such termination shall be effected by delivery to Seller of a notice of termination specifying the extent to which performance under the Order is terminated, and the date upon which such termination becomes effective. Upon receipt of any such notice, Seller shall, unless the notice requires otherwise: (i) immediately discontinue work on the date and to the extent specified in the notice; (ii) place no further orders for materials other than as may be necessarily required for completion of any portion of the work that is not terminated; (iii) promptly make every reasonable effort to either obtain cancellation on terms satisfactory to Purchaser of all orders to sub-suppliers or assign those orders to Purchaser; and (iv) assist Purchaser upon request in the maintenance, protection, and disposition of property acquired by Purchaser under this Order. If requested in writing within thirty (30) days after notice of termination, the Purchaser will pay to Seller, as full compensation: (i) all amounts due and not previously paid to Seller for Products completed in accordance with this Order prior to such notice, and for work thereafter completed as specified in such notice; (ii) a reasonable amount for any Goods then in production; provided that no such adjustment shall be made in favor of Seller with respect to any Goods which are Seller's standard stock; (iii) reasonable costs of settling and paying claims arising out of the cancelled orders; and (iv) a reasonable profit for costs incurred in the performance of the work terminated; provided, however, that if it appears that the Seller would have sustained a loss on the entire Order had it been completed, no profit shall be included. The total sum to be paid to Seller under this Article shall not exceed the total Order price as reduced by the amount of payments otherwise made and as further reduced by the Order price of work not terminated, and will not include any consideration for loss of anticipated profits on the terminated work, all claims for which Seller agrees to waive.

ARTICLE 16. TERMINATION FOR DEFAULT Purchaser may terminate the whole or any part of Seller's performance under this Order in any one of the following circumstances: (i) if Seller fails to make

delivery of the Goods or to perform within the time specified herein or any extension thereof; or (ii) if Seller delivers nonconforming Goods; or (iii) if Seller fails to provide adequate assurance of Seller's ability to meet the quality standards or the delivery date(s) of this Order; or (iv) if Seller fails to perform any of the other provisions of this Order in accordance with its terms or so fails to make progress as to endanger performance of this Order. In the event of any such failure, Purchaser will provide Seller with written notice of the nature of the failure and Purchaser's intention to terminate for default. In the event Seller does not cure such failure within ten (10) days of such notice, Purchaser may, by written notice, terminate this Order. In the event Purchaser terminates this Order in whole or in part as provided in this Article, Purchaser may procure, upon such terms and in such manner as Purchaser may deem appropriate, Goods similar to those so terminated and Seller shall be liable to Purchaser for any additional cost for such similar Goods; provided, however, that Seller shall continue the performance of this Order to the extent not terminated under the provisions of this Article. Seller agrees to assist Purchaser in the event that reprourement action is necessary as a result of default, by co-operation in the transfer of information, in the disposition of work in progress or residual material, and in the performance of other reasonable requests made by Purchaser. If, after notice of termination of this Order, it is determined for any reason that Seller was not in default under the provisions of this Article, or that the default was excusable under the provisions of this Order, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions of Article 15.

ARTICLE 17. LIMITATION ON PURCHASER'S LIABILITY In no event shall Purchaser be liable for anticipated profits or for incidental or consequential damages. Purchaser's liability on any claim of any kind for loss or damage arising out of or in connection with or resulting from this Order or from performance or breach thereof shall in no case exceed the price allocable to the Goods and/or services or unit thereof which gives rise to the claim. Purchaser shall not be liable for penalties of any description. Any action resulting from any breach of this Order or any other breach of contract claim or any other breach on the part of Purchaser as to Goods and/or services delivered hereunder must be commenced within one year after the cause of action has occurred.

ARTICLE 18. MISCELLANEOUS

Work on Purchaser's Premises. In the event that Seller is to perform Work on Purchaser's premises, the terms and conditions specified in Exhibit A shall also apply (including minimum insurance requirements) and Exhibit B (Visitor Safety Compliance Agreement).

Bonds. Seller shall procure any bonds requested by Purchaser, at any time and at the expense of Purchaser, until all obligations and rights created by the Order have been terminated.

Entire Agreement. All rights and remedies of Purchaser under the Purchase Order shall be cumulative and none shall exclude any other rights and remedies allowed by law or in equity. The Purchase Order, these Terms and Conditions and those attached as Exhibits, and any Additional or Special Terms referred to on the face of the Order set forth the entire agreement between Seller and Purchaser. All prior negotiations and dealings regarding the subject matter hereof shall be deemed to be merged herein. No oral agreement or other understanding shall modify this Purchase Order or the Terms and Conditions thereof. All modifications must be agreed upon in writing prior to execution and all writing purporting to make such modifications shall refer to this Purchase Order by number.

Assignment. Seller shall operate as an independent contractor and not as an employee or agent of Purchaser, and shall not assign the Order or sublet it as a whole without the prior written consent of Purchaser. Any attempt to so assign or sublet the Order shall be void. Assignment or subletting with such consent shall in no way relieve Seller of its obligations under this Order. Purchaser shall be entitled to assign its rights and its performance in whole or in part under this Order without the written consent of the Seller.

Jurisdiction. The Order Documents shall be interpreted and construed in accordance with, and performance there under governed by, the internal laws of the state of Minnesota, without regard to any choice of law or conflict of laws principles (whether of the state of Minnesota or any other jurisdiction) that would cause the application of the laws of any state or foreign jurisdiction other than the state of Minnesota. PURCHASER AND SELLER IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY UNITED

STATES FEDERAL OR MINNESOTA STATE COURT LOCATED IN THE COUNTY OF HENNEPIN, STATE OF MINNESOTA, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY ORDER DOCUMENT AND PURCHASER AND SELLER HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE LITIGATED IN SUCH COURTS. Purchaser and Seller each waive any objection which it may now or hereafter have as to venue of any such action or proceeding or that such Court is an inconvenient forum.

Waiver of Jury. IN ANY CONTROVERSY OR CLAIM, WHETHER BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, ARISING OUT OF OR RELATING TO THE ORDER DOCUMENTS, THEIR NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED THEREUNDER, ALL PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY.

Non-Waiver. Any action of Purchaser with respect to inspection of or payment for the Goods and/or services covered by this Order shall not: (i) prejudice Purchaser's right to reject non-conforming or defective Goods or services; (ii) be deemed to constitute acceptance by Purchaser of the Goods or services; or (iii) in any way affect Seller's obligations under this Order. Failure by Purchaser to insist upon strict performance of any of the terms and conditions hereof, or failure or delay in exercising any rights or remedies provided herein or by law, or to

properly notify Seller in the event of breach, or the acceptance of or payment for any Goods hereunder, or review of Seller's design, drawings and specifications shall not release Seller from any of the warranties or obligations of this Order and shall not be deemed a waiver of any right of Purchaser to insist upon strict performance hereof or a waiver of any of its rights or remedies as to any such Goods regardless when shipped, received or accepted, or as to any prior or subsequent default hereunder, nor shall any termination of this Order by Purchaser operate as a waiver of any of the terms hereof. A requirement that a Seller furnished document is to be submitted for or subject to "Authorization to Proceed", "Approval", "Acceptance", "Review", "Comment", or any combinations of such words or words of like import shall mean, unless the Order clearly indicates otherwise, that the Seller shall, before implementing the information in the document, submit the document, obtain resolution of any comments and obtain Purchaser's authorization to proceed. Such review shall not mean that a complete check will be performed and shall not relieve Seller of its responsibility under this Order. Changes by Seller in approved drawings shall not be made without Purchaser's prior written approval. Authorization to proceed shall not constitute acceptance or approval of design details, calculations, analyses, tests, or construction methods or materials developed or selected by Seller and shall not relieve Seller from full compliance with requirements of this Order.

Survival. Those provisions of this Order that by their very nature survive payment, final acceptance or termination under the Order shall remain in full force and effect after such acceptance and payment.