

METRONET SUPPLY TERMS AND CONDITIONS

1. Application. These Terms and Conditions for the Master Purchase Agreement (“Terms and Conditions”) apply to every purchase, sale, shipment and delivery of Products from Company to Purchaser and related transactions, unless otherwise agreed in writing by Purchaser and Company. These Terms and Conditions may be amended from time to time by Company, at its sole option, and, except as agreed to in writing by Company, such modifications will apply to any Order (as defined below) placed after the effective date of such modification. The current version of these Terms and Conditions will be posted on Company’s website. By placing an Order for Products, Purchaser accepts these Terms and Conditions and agrees to be bound and abide by any modifications made to the Terms and Conditions made by Company.

2. Definitions.

Affiliate means a Person that, directly or indirectly, Controls, is Controlled by, or is under common Control with another Person by virtue of equity ownership, by contract or by other means.

Agreement means the Master Purchase Agreement between Purchaser and Company and all Exhibits attached thereto.

Applicable Law means any federal, state, community, and local laws, ordinances and codes, together with all rules, regulations, policies and guides promulgated thereunder or pursuant thereto, including without limitation all applicable raw material, ingredients, components, chemicals, product manufacture, packaging, labeling, recordkeeping, reporting and transportation laws, intellectual property laws, environmental laws, labor laws and safety standards, housing, consumer protection laws, laws relating to rebates, laws relating to bribes or other unlawful or corrupt payments, laws relating to gifts given or loans made to any Person to obtain or retain business or to gain an improper advantage, together with all rules, regulations, and guides promulgated under any such laws and any directives issued by governmental or intergovernmental authority. To the extent of the provisions of the Agreement, including these Terms and Conditions, The Uniform Commercial Code (UCC) does not apply to the Agreement, and the Parties expressly waive any rights or remedies available under the UCC.

Confidential Information means all information and data, in any form whatsoever, whether or not designated as “confidential” by either Party, relating to the Party’s business, trade practices, trade secrets, processes, Products, designs, packaging, shipping and delivery procedures, customer data, quality standards, forecasts, methods of operation, compliance methods, sales, advertising, marketing, market opportunities, technology, software, know-how, providers, financial statements or other financial information, Subcontractors, business plans, or customers (including any copies or versions thereof), which may be communicated to the other Party, its Affiliates, or its representatives, or of which the other Party, its Affiliates, or its representatives may be apprised of by virtue of the Parties’ rights and obligations to each other under the Agreement and these Terms and Conditions.

Consequential Damages means damages and injury that result from a Party’s negligent performance of or other breach of the Agreement for: (a) lost profits; and (b) compensation for damages to reputation and goodwill including costs of or resulting from delays, financing, marketing materials and media time and space, and costs of changing, substituting or replacing the same.

Control, Controls and Controlled means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise.

Company means MetroNet Supply, LLC.

Corrective Action Plan means an action plan to be executed by the Company or any distributor or manufacturer of Products in the event of recall or a quality issue or abnormality caused by a process deviation of one or more defective Products, including, but not limited to, any plan for return of defective Products for a refund or replacement of Products, any plan for withdrawal of defective Products from the marketplace, repair of defective Products and any notice to Purchaser and the general public of hazards with respect to one or more defective Products. For purposes of the Agreement, a Corrective Action Plan includes all actions necessary or advisable to comply with all Applicable Law, including all steps mandated, requested, or suggested by Governmental Authorities.

Cybersecurity Incident means any event that results in unauthorized access to, or adversely affects the availability or integrity of, the Confidential

Information, which could not have been prevented by reasonable administrative, physical and technical security measures.

Designee means any Affiliate of Company or third party approved by Company to sell Products on Exhibit A (Products) to the Agreement.

Event of Default means a breach of the Agreement in Section 23.

Exhibit or **Exhibits** means those exhibits attached to the Agreement and incorporated therein by reference, as such Exhibits may be modified and updated from time to time by Company.

Force Majeure Event means a strike, riot, fire, explosion, act of God, war, act of terrorism, pandemic, epidemic, public health emergency, or governmental action, Cybersecurity Incident, or any other similar cause that is beyond the reasonable control of a Party. Financial inability of a Party will not be a Force Majeure Event.

Intellectual Property Rights means all rights arising under contract, statutes, civil law or common law, whether or not perfected, associated with (a) patents and patent applications; (b) trademarks, service marks, layouts, designs, decor and color schemes; (c) works of authorship, including, without limitation, copyrights, source codes, moral rights, and neighboring rights; (d) the protection of trade and industrial secrets and Confidential Information; any documents, data, and analyses developed specifically for a Party as part of the Agreement; (e) any rights analogous to those set forth herein and any other proprietary rights relating to intangible or intellectual property now existing or later recognized in any jurisdiction; and (f) divisions, continuations, renewals, re-issuances, re-examinations, applications and registrations, and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

Losses and Expenses means, without limitation, all losses, compensatory, exemplary or punitive damages, settlement amounts, judgments, court costs, fines, charges, costs, and expenses, including reasonable attorneys’ fees and Consequential Damages.

Marks means Company’s trademarks, service marks, names, identifying symbols, logos, tag lines, domain names, URLs or any other indicia of origin related to, owned by, used or associated with Company or its Affiliates or the goodwill thereof.

Order means any order (in a form and manner acceptable to Company) submitted by Purchaser to Company or Company’s Designee for Products, including, without limitation, any modification of such Order agreed to by Purchaser and Company (or Company’s Designee) in writing. All Orders are subject to these Terms and Conditions. Any reference to an Order refers to the Order(s) applicable to the Product(s) ordered by Purchaser. If there is a conflict between these Terms and Conditions and any Order, these Terms and Conditions will control.

Order Confirmation means Company’s written acknowledgement of receipt and acceptance of each Order and in which Company will provide an estimated shipping date for the Products ordered.

Party or **Parties** means Purchaser or Company, individually, and the Purchaser and Company, collectively.

Person includes natural persons, partnerships, firms, and other unincorporated bodies, corporate bodies, and all other legal persons.

Price means the then-current price for each Product as set forth in Exhibit B (Pricing Terms) or as modified by the Parties from time to time in accordance with Exhibit B (Pricing Terms). Prices do not include any taxes and will be net of any rebate, discount or credit.

Product(s) means the products set forth in Exhibit A (Products) to the Agreement, as may be amended by the Company in writing from time to time, at its sole option.

Product Specifications means any document, instruction or other guidance, issued by Company that indicates any particular qualities, standards, characteristics or specifications of a particular Product.

Purchaser means the entity purchasing Products from the Company in accordance with the Agreement and these Terms and Conditions.

Shipping Point means the shipping point to which Company is to deliver the Products as set forth in the applicable Order Confirmation or as otherwise agreed by Company.

Subcontractor means any third party (including the Company’s Affiliates) that performs all or part of the Company’s obligations under these Terms and Conditions.

Taxes means all taxes imposed by any federal, state, or local government authority, including, without limitation, sales, use, personal, franchise, gross receipts, excise, tariff and withholding and similar taxes. Taxes do not include any employment, income, property or similar taxes.

3. Products. Company (or its Designee) will sell to Purchaser the Products described in Exhibit A (Products) to the Agreement as requested by Purchaser in an Order accepted by Company in accordance with these Terms and Conditions at the Prices set in Exhibit B (Pricing Terms).

4. Product Specifications. All Products sold to Purchaser hereunder will meet Product Specifications. Any modifications to the Product Specifications must be in writing and signed by the Parties; if Company (or its Designee) determines that a change to the Product Specifications is needed to comply with Applicable Law, Company (or its Designee) will notify Purchaser and will issue modified Product Specifications. Any outstanding Order will be fulfilled using Products satisfying the modified Product Specifications. Without limiting the foregoing, if Company (or its Designee) cannot obtain, produce and sell the Products to Purchaser in accordance with any modified Product Specifications, then either Party may terminate the Agreement in accordance with Section 23.4. For Products added during the Term, new Product Specifications will be established by Company in writing and signed by the Parties before beginning production.

5. Orders. Purchaser will have the option to order and purchase Products through one or more Orders delivered by Purchaser to Company or its Designee from time to time during the Term. Orders will not be binding on Company or its Designee until accepted in writing or electronically by an authorized representative of Company or its Designee. Orders are binding on Purchaser and, absent a Force Majeure Event, may not be varied, delayed, or canceled without prior written consent of Company or its Designee.

6. Order Confirmation. Company or its Designee will acknowledge receipt and acceptance of each Order. An Order Confirmation will transmit written acceptance by Company or its Designee in a reasonable period after receipt of the Order, which Order Confirmation will confirm the Product(s), quantity, and shipping date.

7. Changes to and Cancellation of Orders. Any changes to or cancellations of Orders that Purchaser has submitted to Company or its Designee, as applicable, will not be binding on Company or its Designee until and unless accepted in writing by Company or its Designee. If such cancellation is without cause and the shipment of Products is already in transit to the Shipping Point, Purchaser must reimburse Company or its Designee for the actual costs and expenses incurred to return the Products to Company's or its Designee's facility.

8. Deliveries. Products purchased from Company or its Designee will be shipped to the Shipping Point. Company or its Designee bears all risk and shipping, storage, and related costs associated with delivering the Products to the Shipping Point, ready for unloading pursuant to DAP (Incoterms 2010). Title and risk of loss or damage to Products will pass to Purchaser once Products are available for unloading at the Shipping Point. The time of delivery to the destination will be stated by Company or its Designee in the Order Confirmation according to Company's best estimate and will not be binding on Company or its Designee. Company or its Designee will notify Purchaser as soon as possible if Company or its Designee anticipates a delivery after the date specified in the Order Confirmation to enable the best possible delivery alternative to be determined. If such delay is caused by Company or its Designee, Company or its Designee will provide a revised delivery date confirmation upon written request from Purchaser. A delay in delivery to the Shipping Point will not entitle Purchaser to cancel, unless delivery has not taken place within 5 days from the estimated delivery time stated by Company or its Designee in the Order Confirmation. If Company or its Designee fails to deliver Product in accordance with this Section 8, Purchaser is entitled to cancel the applicable Order without liability because of such cancellation, if the subject Product has not yet been placed with a carrier for shipment to the Shipping Point. **PURCHASER WILL HAVE NO OTHER REMEDIES FOR BREACH AS A RESULT OF DELAY OR NON-DELIVERY OF PRODUCT AND IS NOT ENTITLED TO MAKE ANY CLAIM FOR DAMAGES, CONSEQUENTIAL LOSS OR OTHER INDIRECT LOSS DUE TO A DELAY IN THE DELIVERY OR NON-DELIVERY OF ANY PRODUCT.**

9. Acceptance and Inspection of Orders. Upon receipt of Product from Company or its Designee, Purchaser will promptly inspect the Product to confirm compliance with the Product Specifications. Purchaser will promptly notify Company or its Designee, as applicable, of any shortage or failure to conform to Product Specifications, apparent defect, or other discrepancies in the Product received from Company or its Designee but in any case no later than 7 days after receipt, and Company or its Designee, as applicable, will, within 15 days of receipt of any such notice from Purchaser, use reasonable efforts to correct such shortage, defect, or other discrepancy.

10. Prices; Taxes. Pricing terms will be set in accordance with Exhibit B

(Pricing Terms), quoted and payable in U.S. dollars, and inclusive of all fees, Taxes and other charges of any kind whatsoever. Exhibit B (Pricing Terms) describes the process for any Price change proposal. Purchaser will be liable for and pay such Taxes, if any, imposed on the Products as customarily imposed on the purchaser after such Products are received at the Shipping Point. Each Party maintains responsibility for its own employment, income, property and similar taxes.

11. Invoices; Payment Terms; Disputed Charges. Company or its Designee, as applicable, will invoice Purchaser for each shipment of Products within 30 days of delivery of the Products to the Shipping Point. Purchaser will pay Company or its Designee, as applicable, all undisputed amounts invoiced by Company or its Designee within 30 days following Purchaser's receipt of each invoice. If Purchaser disputes the accuracy or applicability of a charge, Purchaser will pay the undisputed portion of the invoice in accordance with this Section 11 and will notify Company or its Designee of such disputed amount as soon as practicable after discovering the discrepancy. Purchaser and Company or its Designee, as applicable, will investigate and resolve the dispute in accordance with Section 25 of these Terms and Conditions. Unpaid amounts that are subject to a good faith dispute will not constitute an Event of Default.

12. Warranty. With respect to any Order accepted by Company, Company warrants that the Products will be: (1) free from material defect; (2) merchantable; and (3) free from any security interest or other claim, lien or encumbrance of any kind whatsoever against them. Company's sole obligation under this limited warranty is to replace and deliver the Product at Company's cost.

Under no circumstances will damages to any Product be covered by Company's warranty described here that is the result of:

a. Improper use, handling, or storage of the Products; or

b. Any occurrence of mold including but not limited to the presence of "fungi" or other bacteria, whether in the building, structure or contents of any facility, caused by any event, cause or circumstance, whether occurring concurrently or sequentially, in connection with the use or failure to use HVAC and climate control technology; construction and repair of any facility; the occurrence of any flooding or water intrusion, build-up, leakage, sweating or corrosion; pollution; moisture; deferred or improper maintenance and repairs; climate changes; food and beverages; or Purchaser's action or inaction to prevent such occurrences. For the purposes of these Terms and Conditions, the occurrence of 12(a) or 12(b) described above will not be deemed to be or otherwise constitute, a defect in the Product. The foregoing warranty is non-assignable (unless Company expressly consents in writing); may be terminated by Company in the event of a change of Control regarding Purchaser or the change in any warranty passed on to Company or customers by the applicable distributor or manufacturer of a Product; and is of a duration of no more than 1 year from the date of delivery of the Product to the Shipping Point.

EXCEPT FOR THE ABOVE, COMPANY MAKES NO OTHER WARRANTY, PROMISE, OR OBLIGATION WITH RESPECT TO THE PRODUCTS. COMPANY DISCLAIMS ANY WARRANTY, PROMISE, OR OBLIGATION THAT THE PRODUCTS WILL BE FIT FOR ANY PARTICULAR USE OR PURPOSE, REGARDLESS OF WHETHER SUCH USE OR PURPOSE IS MADE KNOWN TO COMPANY OR NOT. THERE ARE NO WARRANTIES TO PURCHASER THAT EXTEND BEYOND THE FACE OF THE AGREEMENT. COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES, PROMISES, AND OBLIGATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES, PROMISES, AND OBLIGATIONS ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

13. Records, Audits and Inspections. Purchaser and its Affiliates, as applicable, will maintain during the Term, accurate records and supporting documentation pertaining to the use, condition, function and inspection of the Products. Purchaser and its Affiliates will provide to Company reasonable access to Purchaser's facilities to perform operational audits and inspections of Purchaser's facilities and records in connection with the use, condition and function of the Products.

Purchaser will ensure that: (a) its personnel are adequately use and store the Products at all times; and (b) its trained personnel will periodically inspect the Product for damage but no less than annually, and will promptly report to Company any material damage to the Products, including any water, fungi or bacterial damage. Purchaser will adhere to all Applicable Laws for the use and storage of the Products. If these Terms and Conditions establish standards more strict than those prescribed by Applicable Law, Purchaser will adhere to the stricter requirements of these Terms and Conditions.

14. Company's Intellectual Property. Company will be the sole owner of all right, title and interest in and to any Intellectual Property Rights created because of or related to Product Specifications and any improvements, modifications or derivative works of production and sale of the Products in compliance with the Product Specifications. Company does not grant Purchaser

any ownership right with respect to any Intellectual Property Rights created because of Company's supply of the Products to Purchaser in accordance with the Product Specifications. Purchaser does hereby, on behalf of itself and on behalf of its employees, without reservation, irrevocably sell, assign, transfer and convey, and will be deemed to have irrevocably sold, assigned, transferred, and conveyed to Company, its successors, assigns and legal representatives, all right, title and interest (past, present, future, and throughout the world) in and to the Products, together with all corresponding Intellectual Property Rights related to Product Specifications; and any and all claims, of any nature whatsoever, for past, present or future infringement or violation of such Intellectual Property Rights. If Purchaser has any rights to work product that cannot be assigned to Company, Purchaser unconditionally and irrevocably waives the enforcement of such rights, and if such rights cannot be waived, Purchaser hereby grants to Company a fully paid-up, exclusive, irrevocable, perpetual, worldwide license to display, copy, distribute, perform or use in any manner and to make derivative works of the work product. Purchaser will assist Company to register and record (as may be required by Applicable Law or requested by Company), and from time to time enforce, all Intellectual Property Rights, and other rights and protections relating to the work product created hereunder in any and all countries. Purchaser will execute (and cause employees to execute) any documents and take any other actions reasonably necessary to make the purposes of this Section 14. Company's Intellectual Property Rights will not be impacted by any Event of Default or termination of the Agreement.

15. Marks. Purchaser does not own any interest whatsoever in the Marks. Purchaser will refrain from making any claims or asserting any right or interest in the Marks. Purchaser will have no right or authority to use, display, license, refer to or in any way benefit from such Marks in any manner. Purchaser does not have the right to publicize or advertise, using any media sources, the Products or Purchaser's relationship with Company. Purchaser will not indicate, and Company grants no permission for Purchaser to indicate, in any manner whatsoever that Purchaser or the Products are endorsed or sponsored by Company or any of its Affiliates.

16. Confidential Information. The Confidential Information is valuable and proprietary property of the disclosing Party or its Affiliates. The disclosure of Confidential Information to the disclosing Party by the receiving Party, or developed by a Party as a result of or in connection with the Agreement or these Terms and Conditions, was induced by and in reliance on the covenants regarding confidentiality set forth in this Section 16. All Confidential Information will be subject to these Terms and Conditions. Except as otherwise permitted in these Terms and Conditions or in a separate writing signed by the Parties, the receiving Party will keep and maintain the Confidential Information in strict confidence and will not disclose any of the Confidential Information to any Person other than to bona fide employees, agents or professional advisors of the receiving Party who the receiving Party believes requires such Confidential Information on a need-to-know basis in the course of their employment or work with the receiving Party. If any unauthorized disclosure of the Confidential Information occurs or is suspected by the receiving Party, then the receiving Party will immediately notify the disclosing Party of the full particulars of such actual or suspected disclosure. Upon the expiration or earlier termination of the Agreement, the receiving Party will promptly: (a) return to the other all Confidential Information in its possession, together with all the copies thereof and all documents based thereon; (b) destroy, and confirm to the disclosing Party that it has been destroyed, including all Confidential Information stored on any electrical or magnetic storage device; (c) cease to use, in any manner whatsoever, all of the Confidential Information; and (d) cause any employees, agents and advisors to return or destroy all Confidential Information.

17. Subcontractors. Company may use Subcontractors to provide any part of the Products or performance of the Company.

18. Insider Trading. Purchaser will advise any Persons who are informed as to the matters that are the subject of the Agreement and these Terms and Conditions, including, without limitation, any of the Confidential Information, that the U.S. securities laws prohibit any Person who has received from an issuer, such as Purchaser, material, non-public information concerning matters like those that are the subject of the Agreement and from purchasing or selling securities of that issuer on the basis of the information or from communicating the information to any other Person under circumstances in which it is reasonably foreseeable that such Person is likely to purchase or sell securities on the basis of that information.

19. Indemnification and Product Recall.

19.1 Indemnification by Company. Company will indemnify, defend and hold harmless Purchaser from all Losses and Expenses incurred in connection with any third party claim that arises out of or is based upon: (a) any actual defect in the Products supplied by Company to the extent the Product was assembled, used and stored by Purchaser in full compliance with these Terms and Conditions, the Agreement, and Company's instructions regarding such assembly, use and storage of Product; or (b) Company's breach of its warranty described in Section 12. Notwithstanding the foregoing, no

indemnity will apply to indemnify Purchaser for its gross negligence or for any willful acts or omissions.

19.2 Indemnification by Purchaser. Purchaser and its Affiliates will indemnify, defend, and hold harmless Company from all Losses and Expenses incurred in connection with any third-party claim that arises out of or is based upon Purchaser's failure to comply with any of the Product warranties under these Terms and Conditions; or Purchaser's negligent acts or omissions or other failure to comply with the Terms and Conditions or Applicable Law. Notwithstanding the foregoing, no indemnity will apply to indemnify Company for its gross negligence or willful acts or omissions.

19.3 Product Recall. IF PURCHASER, THE COMPANY, OR ANY GOVERNMENTAL AGENCY HAVING JURISDICTION IDENTIFIES A DEFECTIVE PRODUCT, WHETHER BASED ON INFORMATION RECEIVED THROUGH CUSTOMER COMPLAINTS, WARRANTY RETURNS, INSURANCE CLAIMS OR PAYMENTS, PRODUCT LIABILITY CLAIMS OR LAWSUITS, REPORTS OF PRODUCTION PROBLEMS, OR PRODUCT TESTING, COMPANY WILL, AT ITS EXPENSE: (1) IMPLEMENT A CORRECTIVE ACTION PLAN THAT COMPLIES WITH APPLICABLE LAW OR, IF APPLICABLE, COMMUNICATE TO PURCHASER THE CORRECTIVE ACTION PLAN THAT HAS BEEN IMPLEMENTED BY THE DISTRIBUTOR OR MANUFACTURER WITH RESPECT TO THE AFFECTED PRODUCT(S); AND (2) NOTIFY ANY REQUIRED GOVERNMENTAL AGENCY OR AUTHORITY IN COMPLIANCE WITH APPLICABLE LAW AND SUBMIT ALL REQUIRED REPORTS IN COMPLIANCE WITH APPLICABLE LAW. THE PARTIES WILL COOPERATE IN ANY REPORTS OR CORRECTIVE ACTION PLAN UNDER THIS SECTION 19.3.

20. Gratuities and Gifts, Conduct and Employment Matters.

20.1 Gratuities and Gifts. The Parties will not make or offer a gratuity or gift of any kind to either Parties' employees or their families that could be viewed as relating to an actual or potential business relationship with either Party. Gifts include entertainment, personal services, favors, discounts, and other preferential treatment of any kind. Either Party will interpret any such action as an improper attempt to influence its employees, which will jeopardize the Parties' relationship. For the avoidance of doubt, gifts do not include samples of Products in reasonable quantities provided by Company in furtherance of the Agreement, including these Terms and Conditions, or reasonable food and beverages at a meeting between Company and Purchaser.

20.2 Conduct, Employment Matters. Purchaser and its employees must comply with all of the Company's policies relating to ethical and professional conduct. Purchaser will fairly compensate Purchaser's employees by providing wages (including overtime pay, when applicable) and benefits that comply with all Applicable Laws of the jurisdictions in which Purchaser is doing business or which are consistent with the prevailing local standards in the jurisdiction in which Purchaser is doing business, if the prevailing local standards are higher. Purchaser will maintain reasonable employee work hours in compliance with local standards and Applicable Laws of the jurisdictions in which Purchaser does business. Purchaser will permit employees reasonable days off (the greater of (i) at least one day off for every seven-day period, or (ii) the number of days off per seven-day period required by Applicable Law) and leave privileges. Purchaser will comply with all Applicable Laws relating to provision of vacation time, holidays, and leave privileges for employees. Purchaser will not utilize forced or prison labor. Purchaser will not utilize child labor for the manufacture, assembly, packaging, sale, or transport of the Products or for any other activity. Purchaser will not employ a person younger than permitted by Applicable Law in the relevant jurisdiction; regardless of such Applicable Law, all of Purchaser's employees will be over the age of 14 years, and Purchaser will ensure that the ages of all employees are appropriately documented. Purchaser will not discriminate in employment (including in recruitment, hiring, training, working conditions, job assignments, pay, benefits, promotions, discipline, termination and retirement) on the basis of gender, race, ethnicity, social origin, religion, age, disability, sexual orientation, national origin, or political opinion. Purchaser will not subject any of its employees to any physical, sexual, psychological, or verbal harassment or abuse. Purchaser will ensure that all of its employees have the right to establish and join legal organizations of their own choosing, without being penalized for the non-violent exercise of such rights. If and to the extent that the Agreement establishes, with respect to employment, conduct, or other matters covered by this Section 20, standards more strict than those prescribed by Applicable Law, Purchaser will adhere to the stricter requirements set forth in the Agreement.

21. Insurance. During the Term, Purchaser will, at its own expense and at all times, carry insurance of the types, in the amounts and with the coverages specified in Exhibit C (Insurance Requirements). The relevant policies must name the Company as an additional insured. The relevant policies must also be endorsed to provide that coverage for the Company will be primary to and not contributory to other potentially applicable coverage, including any policies carried by Company. The relevant policies must waive subrogation rights as to

Company. All required insurance must be written by reputable, financially responsible companies that are duly licensed to operate within the jurisdictions in which Purchaser has operations, and these insurance companies must have and maintain an A.M. Best's Financial Strength Rating of A- (Excellent) or better and Financial Size Category of X or higher. If at any time an insurance carrier providing coverage required under the Agreement falls below an A.M. Best's Financial Strength Rating of A- or Financial Size Category of X, Purchaser will have ten (10) days to replace coverage with a compliant carrier and provide evidence of such to the Company in a form satisfactory to the Company. In no event may the limits of such insurance be less than the minimum amount specified in Exhibit C (Insurance Requirements). Purchaser will provide the Company with evidence of such insurance in the form of certificates evidencing such coverage as well as endorsements reflecting the requirements of this Section 21 and all language wherever found in the policies related to the determination of who is an additional insured, and the scope of the additional insured's coverage, and such certificates will be made part of Exhibit C (Insurance Requirements). Purchaser must give 30 days' prior written notice to Company of any material changes in or termination of such policies. Company has the right, but not the obligation, to inspect any actual policies required under the Agreement for compliance with all specified coverage, terms, conditions, endorsements, and limits.

22. Anti-Terrorism and Anti-Bribery Laws. Purchaser represents and warrants that neither Purchaser nor any of its parents, Affiliates, representatives, agents or employees: (i) is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at www.treas.gov/offices/enforcement/ofac/); (ii) is directly or indirectly owned or controlled by the government of any country that is subject to a United States embargo; (iii) acts, and none of them will act, directly or indirectly on behalf of the government of any country that is subject to a United States embargo; or (iv) has violated, and none of them will violate, any law prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the USA Patriot Act (text at <http://www.epic.org/privacy/terrorism/hr3162.html>), U.S. Executive Order 13224 -text-<http://www.state.gov/j/ct/rls/other/des/122570.htm>), or any similar law. Purchaser further represents and warrants that, as of the date of the Agreement, Purchaser and its representatives, agents and employees are, and during the Term will remain, in full compliance with Applicable Law, including but not limited to laws prohibiting unfair, fraudulent or corrupt business practices in the performance of Purchaser's obligations under the Agreement and related activities, including but not limited to the making of any expenditures other than for lawful purposes or directly or indirectly offering, giving, promising to give or authorizing the payment or the gift of any money, or anything of value, to any Person, while knowing or having reason to know that all or a portion of such money or thing of value will be given or promised, directly or indirectly, to any government official, officer of an international organization, officer or employee of a foreign government or anyone acting in an official capacity for a foreign government, for the purpose of (a) influencing any action, inaction or decision of such official in a manner contrary to his or her position or creating an improper advantage; or (b) inducing such official to influence any government or instrumentality thereof to effect or influence any act or decision of such government or instrumentality. Purchaser further represents and warrants that no government official, officer of an international organization, political party or official thereof, or candidate has any direct or indirect ownership or investment interest in the revenues or profits of Purchaser. Purchaser understands, and has been advised by its legal counsel regarding, the requirements of all Applicable Laws, including those referred to above, the United States Foreign Corrupt Practices Act (text currently located at <http://www.justice.gov/criminal/fraud/fcpa/>), the UK Bribery Act or any other local anti-corruption practices laws. Purchaser hereby acknowledges the importance to the Parties' relationship of its compliance with the requirements of this Section 22, including any applicable auditing requirements and any requirement to report or provide access to information to Company or any government that is made part of any Applicable Law. The foregoing constitute continuing representations and warranties, and Purchaser will immediately notify Company in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

23. Termination.

23.1 Breach by Company. Except as otherwise provided in the Agreement, if any Event of Default described below occurs, Purchaser may terminate the Agreement immediately upon notice to Company subject to any cure periods applicable to the Event of Default set forth below.

a. Company's failure or refusal to comply with the Product Specifications and failure to cure such default within 30 days following notice from Purchaser.

b. Revocation or suspension of any necessary license or certification in whole or in part or Company's material failure to comply with Applicable Law.

c. Company's failure to materially comply with any other provision of the Agreement, any Exhibit, or these Terms and Conditions or any written directive or guideline pertaining to the matters addressed in the Agreement, any Exhibit, or these Terms and Conditions and failure to cure such default within 30 days following notice from Company or Purchaser, as applicable.

d. If Company becomes insolvent, is adjudicated bankrupt, voluntarily files a petition for liquidation or reorganization under any provision of the United States Bankruptcy Code, or other similar bankruptcy law applicable to Company, makes an assignment for the benefit of creditors or takes any other action pursuant to any applicable insolvency statute; provided that in the event of any Company bankruptcy, the Agreement will terminate automatically.

23.2 Breach by Purchaser. Except as otherwise provided in the Agreement, if any Event of Default described below occurs, Company may terminate the Agreement immediately upon notice to Purchaser subject to any cure periods applicable to the Event of Default set forth below.

a. If Purchaser fails to pay any undisputed amount due to Company or its Designee pursuant to an invoice delivered to Purchaser in accordance with Section 11, then Company or its Designee, as applicable, will provide notice to Purchaser of such default. If Purchaser fails to cure its default within 30 days following Purchaser's receipt of such notice from Company, then Company will have the right to terminate the Agreement immediately upon notice to Purchaser;

b. Purchaser's material failure to comply with Applicable Law;

c. Purchaser's failure to comply with any other provision of the Agreement, any Exhibit, or these Terms and Conditions or any written directive or guideline pertaining to the matters addressed in the Agreement, any Exhibit, or these Terms and Conditions and failure to cure such default within 30 days following notice from Company.

d. If Purchaser becomes insolvent, is adjudicated bankrupt, voluntarily files a petition for liquidation or reorganization under any provision of the United States Bankruptcy Code, or other similar bankruptcy law applicable to Purchaser, makes an assignment for the benefit of creditors or takes any other action pursuant to any applicable insolvency statute; provided that in the event of any Purchaser bankruptcy, the Agreement will terminate automatically.

23.3 Termination Upon a Force Majeure Event. If a Force Majeure Event materially and adversely affects Company or Purchaser's ability to perform its obligations and the Force Majeure Event continues for more than 30 days, either Party may terminate the Agreement immediately upon notice to the other Party.

23.4 Termination for Convenience. Either Party may terminate the Agreement without cause upon 90 days' written notice to the other Party. In the event of termination for convenience by Purchaser, Purchaser will pay Company or its Designee, as applicable, the full payment for all Products subject to any Order that Purchaser submitted to Company or its Designee and for which Company or its Designee delivered to Purchaser an Order Confirmation prior to the date of Purchaser's notice of termination under this Section 23.4.

24. Force Majeure. Neither Party will be held responsible for failure to perform its obligations under the Agreement including these Terms and Conditions or any Order due to a Force Majeure Event to the extent and for the length of time that performance is rendered impossible or commercially impractical; provided, however, upon the occurrence of a Force Majeure Event, the Party that is unable to perform its obligations hereunder will promptly notify the other Party in writing of the existence, nature, and expected duration of the Force Majeure Event and use all reasonable efforts to overcome the effects of the Force Majeure Event and resume performance as soon as reasonably practicable. If the Force Majeure Event continues beyond 30 days, either Party may cancel the Agreement under Section 23.3.

25. Dispute Resolution.

25.1 Arbitration. The parties to this Agreement plan to use due diligence and their best efforts to work together to implement the Agreement and amicably resolve their differences. However, the parties understand that issues and conflicts may arise where they reach an impasse. The parties acknowledge their desire to reach a working solution by using good faith attempts to resolve such issues and conflicts. Any claim or controversy related to or arising out of the Agreement, whether in contract or in tort ("Dispute"), will be resolved on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the Dispute and the amount involved ("Demand"). After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved

thirty (30) days after receipt of the Demand, either party may start binding arbitration in Evansville, Indiana. The parties will use their reasonable best efforts to conclude the arbitration as expeditiously as possible and, if possible, within sixty (60) days following commencement of any arbitration proceeding. The arbitration will be before a three-arbitrator panel. Each party will each select one partial arbitrator, in its sole discretion, to represent its interest at its sole expense. The partial arbitrator may be an employee, director, officer or principal of the party. The final arbitrator, who shall be impartial, will be selected by the two partial arbitrators. In the event the two partial arbitrators shall fail to select an impartial arbitrator, either party may apply to a court of law to have a judge select an impartial arbitrator. The primary objective of the impartial arbitrator is to endeavor to get all three arbitrators to agree on a final disposition of the Dispute. The powers of the arbitrators are to interpret and apply the terms of the Agreement as negotiated by the parties. The arbitrators shall have no power to add to, subtract from or modify the terms of the Agreement as negotiated by the parties. If this cannot be attained, then the three arbitrators by majority ruling may adopt such procedures, as they deem efficient and appropriate for making the determinations submitted to them for adjudication. The parties agree that no court shall have the power to interfere with the proceedings and judgments of the arbitrators other than to enforce the final determination of the arbitrators. No statements by, or communications between, the parties during negotiation or mediation, or both, will be admissible for any purpose in arbitration. Each party shall each bear its internal expenses and its attorney's fees and expenses, and jointly share the cost of the impartial arbitrator; provided, no interest shall be applied to any arbitration award. It is the intent of the parties to first allow the arbitrators an opportunity to meet and negotiate a unanimous decision. However, if a unanimous agreement cannot be reached through negotiation, and then the decision(s) of a majority of the arbitrators shall be final and binding on the parties.

25.2 Injunctive or Provisional Relief or Enforcement. Notwithstanding the above, either Party may elect to apply to any court of competent jurisdiction to seek interim or provisional injunctive, equitable or other extraordinary relief or its equivalent with respect to any matters contemplated by the Agreement.

25.4 Governing Law and Venue. The laws of Kansas (without giving effect to any conflict of laws) will govern the Parties' relationship and the interpretation and enforcement of the Agreement. Purchaser and Company acknowledge and agree that the activities contemplated under the Agreement occur in Overland Park, Kansas. With respect to all suits, actions or other legal proceedings under the Agreement, except as provided in Section 25.1, each of the Parties submit to the exclusive jurisdiction of the U.S. District Court for the District of Kansas and the courts of Johnson County, Kansas. Purchaser and Company each agrees that such courts are a reasonable venue and waives and agrees not to assert by way of motion, defense or otherwise, any claims that it is not subject to the jurisdiction of such courts, that such suit is brought in an inconvenient forum or that the venue of the suit is improper.

25.5 Limitation of Actions. Any claims between the Parties must be commenced within 2 years from the date on which the Party asserting the claim knew or should have known of the facts giving rise to the claim, or such claim will be barred.

25.6 Limitation on Liability.

a. EXCEPT AS PROVIDED IN SECTION 19, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY BREACH OF THE AGREEMENT, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE.

b. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID BY PURCHASER TO COMPANY FOR PRODUCTS WITHIN THE LAST 12 MONTHS.

25.7 Jury Trial Waiver. ANY LEGAL ACTION IN CONNECTION WITH THE AGREEMENT WILL BE TRIED TO THE COURT SITTING WITHOUT A JURY, AND ALL PARTIES WAIVE ANY RIGHT TO HAVE ANY ACTION TRIED BY JURY.

26. Freedom of Action. The Agreement will not limit Company's right to develop, procure, market, sell, or distribute any products or services whatsoever

through any channel of distribution or to any customer or through any provider or supplier, now or in the future, including any products which are the same as or which may be competitive with those Products which are the subject of these Terms and Conditions. Company retains the right to sell or distribute the Products, and any other products or services, to any Person Company determines at its option, including without limitation to Purchaser's competitors.

27. Notices and Correspondence. Except as otherwise provided herein, all notices, requests, consents, and approvals under the Agreement will be in writing and will be deemed to have been properly given if and when personally delivered or 36 hours after being sent certified mail, postage prepaid, return receipt requested, or 36 hours after being sent by Federal Express or other overnight courier service providing delivery confirmation, to the address of the Party set forth in the signature block to the Agreement or at such other address as any of the Parties hereto from time to time may have designated by written notice to the other Party.

28. Severability. If any one or more of the provisions contained in the Agreement are deemed invalid, unlawful or unenforceable to any extent, such term will be severed from the remaining terms, which will continue to be valid fully permitted by law.

29. Assignment. Company may assign its rights and interest in the Agreement, these Terms and Conditions, or any Order to any third party, including, without limitation, Company's Affiliate or Designee, without Purchaser's consent. Purchaser will not assign its rights in the Agreement, these Terms and Conditions, or any Order to any third party, including Purchaser's Affiliate, without Company's prior written consent. If Purchaser merges with, acquires or is acquired by a third party, Purchaser will promptly provide notice to Company of such merger or acquisition and Company will have the option to terminate the Agreement without liability to Purchaser.

30. Survival. All terms which by their nature survive any expiration or earlier termination of the Agreement will survive any expiration or earlier termination of the Agreement, including, without limitation: Section 12 (Warranty); Section 16 (Confidential Information); Section 19 (Indemnification and Product Recall); and Section 25 (Dispute Resolution).

31. Independent Contractor. Company and its Designee, as applicable, is an independent contractor and not an employee, partner or agent of Purchaser. Neither Party will have authority to commit or create any liability on the part of the other in any manner whatsoever. Personnel retained or assigned by Company or Purchaser to under the Agreement will at all times be considered employees, agents or contractors of Company or Purchaser, as applicable, and at no time employees, agents or partners of Purchaser or its Affiliates, and Company or its Designee, as applicable. Company and Purchaser will, respectively, be fully responsible for compensation, payroll taxes, workers' compensation insurance coverage, and compliance with any other legal requirements associated with their respective personnel.

32. Third Party Beneficiaries. The Agreement is solely for the benefit of the Parties hereto and will not confer upon third parties any remedy, claims, actions, or other right except as may be conferred upon Company's Designees pursuant to the terms hereof.

33. Waivers. The failure of either Party at any time to require performance by the other Party of any of the provisions herein will not operate as a waiver of the right of a Party to require strict performance of the same or like provisions, or any other provisions hereof, at a later time.

34. Cumulative Remedies. Each right and remedy hereunder is cumulative with each and every other right and remedy herein or in any other agreement between the Parties or under Applicable Law.