

**"TERMS AND CONDITIONS"  
OF PURCHASE ORDER BY AND BETWEEN  
JOHN E. GREEN COMPANY ("JEG") AND ("SELLER")**

The following Terms and Conditions shall supplement the Purchase Order and, together with the Purchase Order and all documents incorporated by reference in the Purchase Order and in these Terms and Conditions, constitute the fully integrated agreement (the "Purchase Order") between Seller and JEG:

1. Definitions:

- a. Change Order: A Change Order is a written document signed by both JEG and the Seller stating their agreement upon a change in the Work, the amount of a price adjustment, if any, and the extent of a time adjustment, if any.
- b. Claim: A Claim is a demand or assertion by either JEG or the Seller seeking an adjustment or interpretation of the Purchase Order terms, the payment of money, an extension of time or other relief with respect to the terms of the Purchase Order. The term "Claim" also includes other disputes and matters in question between JEG and the Seller arising out of or relating to the Purchase Order or the Work.
- c. Constructive Change Directive: A Constructive Change Directive is a written order signed by JEG directing a change in the Work prior to an agreement on price or time adjustment to the Purchase Order, if any.
- d. Cost Records: Complete and accurate cost accounting records to substantiate the actual costs paid for performance of the Work.
- e. JEG Contract: The Project drawings, specifications and other documents forming the contract under which JEG is obligated to perform Work on the Project.
- f. Work: All labor, material, tools, machinery, equipment, hoisting, storage facilities, utilities and other things necessary for complete and proper performance of the services or providing of the goods under the Purchase Order on the Project.
- g. Owner: For purposes of these Terms and Conditions, the term "Owner" shall mean the architect, engineer, general contractor, construction manager, Project Owner or any other party designated by JEG.

2. Acceptance. Seller shall be deemed to have accepted the Purchase Order and be bound legally under the Purchase Order upon the earlier of:

- a. JEG's receipt of a copy of the Purchase Order signed by Seller; or
- b. Seller provides any of the services covered by the Purchase Order or delivers to the Project any of the goods covered by the Purchase Order. Seller's commencement of performance constitutes Seller's conclusive acceptance of these Terms and Conditions.

The Purchase Order expressly limits and is expressly made conditional upon Seller's acceptance of these Terms and Conditions, and JEG's notification of objection and rejection to any different or additional terms is hereby given to Seller. Any of Seller's terms different from or in addition to the Terms and Conditions of the Purchase Order, whether contained in any proposal, invoice, acknowledgement, release, submittal/shop drawing or other written correspondence, shall not form a part of the Purchase Order, even if Seller purports to condition its acceptance of the Purchase Order on JEG's agreement to such different or additional terms. Under no circumstances will any of Seller's proposed terms and conditions become a part of this Purchase Order or the contractual relationship between JEG and Seller. In the event that approval of Seller or the Purchase Order is required to be given by the Owner and such approval is not obtained or is withdrawn, the Purchase Order shall be deemed void and of no further legal force or effect, except for such terms of the Purchase Order under which Seller is obligated to indemnify, defend or hold JEG harmless from any liability arising from Seller's failure to fully and punctually perform any of its obligations under the Purchase Order. Seller shall furnish all information and/or documents requested as necessary to obtain the above approval(s). JEG may withdraw the Purchase Order at any time before acceptance by Seller, and upon such withdrawal, the Purchase Order shall be deemed conclusively to be without further binding force or legal effect and may not thereafter be accepted by Seller.

JEG reserves its right to withhold payment from the Seller until such time a signed Purchase Order and insurance documents compliant with Article 16 of this Purchase Order are received by JEG.

3. Correlation of Purchase Order Documents.

- a. Where any term in these Terms and Conditions or in the Purchase Order is in conflict or inconsistent with any term of any documents incorporated by reference in the Purchase Order, the term requiring the greater quantity, higher quality or best performance from Seller, as reasonably determined by JEG in its discretion, shall supersede such conflicting or inconsistent term of such other documents and shall govern the rights and obligations of Seller and JEG under the Purchase Order. It is the Seller's responsibility to ensure the Seller is utilizing the correct and most current Purchase Order documents.

b. The JEG Contract is incorporated in, and made a part of, the Purchase Order, and all Work by Seller under the Purchase Order shall comply with all requirements of such documents and the JEG Contract.

4. Prices Inclusive of All Charges. All prices stated in the Purchase Order are deemed conclusively to include all applicable taxes, permits, fees, freight, packaging, insurance, handling, and all other charges to complete the Work covered by the Purchase Order, unless stated otherwise in the description and pricing columns of the Purchase Order form. Seller shall not be entitled to collect, and JEG shall not be obligated to pay, any charges other than those stated in the Purchase Order form, unless specifically agreed otherwise in a written amendment to the Purchase Order executed by an authorized JEG executive or manager for the Project.

5. Time of Delivery and Performance.

a. Time is of the essence in the Purchase Order, and Seller shall complete the Work in accordance with the Project schedule under which JEG is obligated to perform its work on the Project. JEG may, but is not obligated to, designate a different time, place or manner of delivery of any or all of the goods or performance of any or all of the services covered by the Purchase Order. Such designations shall be confirmed in writing by Seller. If Seller delivers goods after the time for performance required under the Project schedule, JEG may reject the goods and pursue all available legal remedies.

b. If Seller is delayed in the Work by the neglect of the Owner, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, or by delay authorized by JEG or by any cause found by JEG, to justify the delay, then the Purchase Order time for performance may be extended for such reasonable time, if any, as JEG decides in its sole discretion.

c. If Seller seeks to request an extension of the Purchase Order time for performance, a written Claim for an extension of time must be presented to JEG within seven (7) calendar days, or as required by the JEG Contract, whichever is more stringent, after the delay-causing event commences. If Seller's Claim is not so submitted, Seller shall not be entitled to an extension of the Purchase Order time for performance, and no extension of time for completion of the Work will be granted.

d. Unless JEG recovers compensation from the Owner, and only to that extent, no Claim for financial damages or additional compensation, or any other Claim, other than for an extension of time as provided in this provision, shall be made or asserted by Seller against JEG by reason of any alleged delay to the Work. An extension of the Purchase Order time for performance shall constitute Seller's sole and exclusive remedy due to any delay to the Work; and any Claim for compensation shall be waived and released.

6. Delivery Terms. Unless specified otherwise on the Purchase Order form, all deliveries of goods under the Purchase Order shall be F.O.B. destination, and destination shall be deemed to be the Project site designated in writing by JEG. Before delivery of any of the goods covered by the Purchase Order, Seller shall provide proper notice of the delivery to JEG's designated representative. JEG may alter the destination for delivery, and Seller shall confirm in writing such revised destination. Delivery of all goods covered by the Purchase Order shall be made only to a person authorized by JEG to receive such goods, and if such goods are to be delivered to the Project site, they shall be delivered for receipt only to JEG's designated representative. In the event Seller does not provide proper notice of delivery under this provision, JEG may refuse the shipment at no cost to JEG.

7. Payment Terms.

a. JEG's receipt of payment under the JEG Contract for such Work is an express condition precedent to JEG's obligation to pay Seller for any of the Work provided by Seller under the Purchase Order. The obligation of JEG to pay for the Work shall not arise, and Seller shall have no Claim for such payment, unless and until payment has been received by JEG under the JEG Contract.

b. JEG shall be obligated to pay only for Work that conforms strictly to the terms of the Purchase Order. Seller shall submit an invoice for the Work to JEG only after such goods have been delivered or such services have been performed. Subject to Article 7(a), such invoices shall be payable by JEG on a 2/10/net/60 basis, which shall be calculated from the date in which the invoice for the Work has been accepted by JEG. In the event that any Work does not conform strictly to the requirements of the Purchase Order, JEG may withhold payment for such Work, and if such nonconformity is discovered by JEG subsequent to the time of payment, JEG may, in addition to the other rights and remedies available to JEG, withhold from any subsequent payments such amounts JEG would have been permitted to withhold from the payments for such nonconforming Work. In the event that the amounts remaining payable to Seller under the Purchase Order are less than the amounts JEG is entitled to withhold for any nonconforming Work, JEG may, in addition to the other rights and remedies available to JEG, withhold such amounts from any amounts payable, or to become payable, to Seller under any other purchase order or contract between Seller and JEG. Seller shall not stop providing Work in the event of a dispute as to payments owed as long as all undisputed amounts, as determined solely by JEG, have been paid by JEG in accordance with the Purchase Order. No payment to Seller by JEG shall be construed to be an acceptance of any defective or deficient Work. Seller's acceptance of any payment from JEG constitutes an irrevocable waiver of any and all Claims, liabilities or demands by Seller related to the Work provided under the Purchase Order – up to and through the date of the most recent invoice. Acceptance of final payment shall constitute a waiver of all Claims by the Seller of any kind relating to the Purchase Order.

Unless otherwise provided in the Purchase Order or JEG Contract, invoices may include materials and equipment not yet incorporated in the Project but delivered to and suitably stored on or off the Project. Approval of invoices for such stored items on or off the Project site shall be expressly conditioned upon submission by the Seller of bills of sale and required insurance or such other procedures satisfactory

to the Owner and JEG to establish the Owner's title to such materials and equipment, or otherwise to protect the Owner's and JEG's interests, including transportation to the Project.

c. Seller acknowledges that the Work covered by the Purchase Order is essential to the ability of JEG to perform its obligations under the JEG Contract. Seller also acknowledges that if the Work covered by the Purchase Order fails to conform to the requirements of the Purchase Order, such nonconformity may result in the failure of JEG to receive prompt payment under the JEG Contract. In such event, JEG's obligation to make payment to Seller under the Purchase Order shall be suspended until such time as Seller corrects such nonconformity, the existence of which resulted in the withholding of payment to JEG under the JEG Contract. The time period provided in the Purchase Order for payment from JEG (including the time period within which JEG is entitled to any discount) shall not begin to run until such nonconformity is corrected by Seller and JEG receives payment for the work in which Seller's goods and services are included under the JEG Contract.

d. Seller shall submit to JEG, including from its suppliers and/or subcontractors, sworn statements, waivers of lien, releases of Claims or other documents necessary for JEG to obtain payment under the JEG Contract. Seller shall supply such documentation to JEG, and no time period prescribed in the terms of the Purchase Order for payment to Seller (including any time period within which JEG may obtain a payment discount) shall begin to run, and the obligation of JEG to make payment to Seller shall not arise, unless and until such time as Seller has delivered to JEG such documents properly executed and in a form acceptable to JEG. If any of the documentation provided by Seller, or if any other information otherwise obtained by JEG, discloses that Seller has not paid when due any amounts owed to any of its suppliers or subcontractors, and any of those suppliers or subcontractors has a right, or otherwise threatens, to assert a lien or other Claim against the Project or any bond provided in connection with the Project, JEG may pay such amount to such supplier or subcontractor directly or by joint check (at JEG's discretion) and deduct the amount and any other costs incurred by JEG arising out of such lien or Claim, from any amounts payable, or to become payable, to Seller under the Purchase Order or any other contract between JEG and Seller. Payments made by JEG to Seller on behalf of its suppliers are made for their benefit and shall be held in trust by Seller to make proper payments. In the event Seller or any of Seller's suppliers or subcontractors records a construction lien against the Project, within ten (10) days, or as required by the JEG Contract, after a written demand by JEG, Seller shall discharge or bond off any such lien. If Seller fails to do so, JEG may use, at its sole discretion, any means necessary to remove the liens and Seller shall be liable to JEG for any related costs and reasonable attorneys' fees.

e. Seller assumes all risks, hazards and conditions in connection with providing the Work under the Purchase Order, including, but without being limited to, weather, delays in delivery of materials or equipment, embargoes, strikes or labor disturbances directed against Seller, its subcontractors or other contractors. Seller shall have no Claim for compensation of any kind under this provision and no increase shall be made in the Purchase Order price for any of the reasons stated in this provision.

#### 8. Inspection and Identification of Goods to Contract.

a. JEG may inspect the goods covered under the Purchase Order at such times as JEG reasonably requests. JEG's right to make such inspections shall include the right to inspect the goods at the location of manufacture or at such other locations of the goods prior to their delivery or acceptance by JEG. Such inspections by JEG shall not relieve Seller in any way of Seller's obligation to provide the Work covered by the Purchase Order in strict conformity with its terms. No act of JEG, including without limitation, payment for Work or inspections by JEG, shall be deemed or claimed by Seller to constitute an acceptance of the Work until the Work has been performed in strict conformity with the Purchase Order and JEG has inspected such Work at the Project and has signified JEG's acceptance of such Work in writing to Seller. JEG may reject any or all of the Work which is defective or does not conform to the Purchase Order. At JEG's option, JEG may (i) return the non-conforming goods to Seller for a refund or credit; (ii) require Seller to promptly repair or replace such goods or services; or (iii) repair or replace such goods or services and charge the Seller the excess cost.

b. All goods covered by the Purchase Order that are in the possession of Seller as of the date of the Purchase Order shall be deemed "identified to the contract." Seller shall take such measures as are reasonable to segregate such goods in its inventory and to mark them appropriately to identify them as goods covered by the Purchase Order. Any such goods that come into Seller's possession subsequent to the date of the Purchase Order shall be deemed to be goods "identified to the contract," and as to such goods, Seller shall take such measures as may be reasonable to mark and identify those goods as goods covered by the Purchase Order. In the event that any goods covered by the Purchase Order are to be manufactured or otherwise produced, Seller shall take such measures as are reasonable and as soon as possible in the manufacturing or production process to identify such goods as goods "identified to the contract." It is the parties' intent to identify to the contract the goods covered by the Purchase Order at the earliest possible time so that JEG's property interest in such goods accrues at the earliest opportunity.

#### 9. Changes in the Work

a. JEG, without invalidating the Purchase Order, may order extra work or make changes in the Work by altering, adding to, or deducting from, the Work by Change Order, Constructive Change Directive, or order for a minor change in the Work.

##### b. Change Order:

i. The Seller shall not Claim, nor shall JEG have any liability to the Seller for, any additional compensation for Work alleged to be an extra to that required by the Purchase Order that is performed by the Seller without a written Change Order executed by all parties to the Purchase Order. All such work performed by the Seller as extra work, or performed without first obtaining such written Change

Order for the claimed extra work, conclusively and irrefutably shall be deemed to be part of the Work and required by the Purchase Order.

ii. When the Seller receives a written request to make a change in the Work or perform what it claims is extra work, the Seller shall submit to JEG within seven (7) days, or as required by the JEG Contract, whichever is more stringent, its itemized estimate and proposal for such extra work or changes, including for both additions to, and deductions from, the Purchase Order. The Seller's itemized estimate and proposal shall include all amounts sought to be paid to the Seller for the change in the Work or the extra work, and no exclusions, reservation of alleged rights to seek other or additional compensation, or other conditional or limiting terms shall be included in the Seller's estimate or proposal. If any such conditional or limiting terms are included in the Seller's estimate or proposal, the estimate or proposal may be accepted by JEG without such terms, and those terms shall have no legal force and effect and shall provide no rights to the Seller against JEG, including, but not limited to, any right to seek any compensation for performing the change in the Work or the extra work other than the amount expressly itemized in the estimate or proposal as accepted by the JEG.

c. Constructive Change Directives:

i. A Constructive Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

ii. Adjustments in the Purchase Order price for any extra work or changes in the Work shall be determined by one or more of the following methods:

1. By unit prices stated in the Purchase Order or subsequently agreed to in writing by both JEG and the Seller.
2. By an estimate and lump sum proposal from the Seller to which JEG and the Seller have agreed in writing.
3. Costs to be determined in a manner agreed upon by the parties and a mutually agreed fixed or percentage fee.

iii. If none of the three methods is agreed upon, the Seller, provided it receives a written order as stated, shall proceed with performance of the extra work and/or change in the Work. In such case, the Seller shall keep and present in such form as JEG may direct, a correct account of the cost actually paid by the Seller to perform the extra work and/or the change in the Work, together with all reasonably necessary documentation to substantiate such costs. Upon request from JEG, the Seller shall make its books and other accounting records available for review.

d. JEG may make minor changes in the Work that do not involve or require any change in the Purchase Order price or time, and not inconsistent with the purposes of the Work.

10. Claims for Additional Cost. No changes to the Work, the Purchase Order price, the Project schedule(s) or other terms of the Purchase Order are authorized unless approved in a written Change Order signed by an authorized JEG representative. No course of dealing or course of performance between the parties shall be the basis for an increase in the Purchase Order price or an extension of the Project schedule(s). In the event that Seller intends to Claim any increase in the price as a result of any change by JEG to the Work under the Purchase Order, Seller shall give notice in writing to JEG within seven (7) days, or as required by the JEG Contract, whichever is more stringent, of the grounds for such change. Such notice from Seller shall describe with reasonable detail the nature of such change and shall set forth in detail the alleged costs incurred by Seller as a result of such change and the computation of the alleged price increase that Seller intends to claim. Seller's failure to provide timely notice of a Claim as required under this provision is a waiver of its Claim. Pending a determination of the adjustment, if any, Seller shall proceed with the Work under the Purchase Order as changed. JEG shall not be obligated to pay Seller a greater sum than JEG may recover under the JEG Contract for such price increase claimed by Seller resulting from such change. JEG shall have no further liability to Seller of any type or amount with respect to such change.

11. Shop Drawing Review. Where required under the Purchase Order, Seller shall furnish promptly all shop drawings, product samples and other data required to be submitted for review. Review of such drawings and other information by JEG or Owner shall not relieve Seller in any way of complying with all requirements of any specifications, drawings or other documents forming the Purchase Order and Seller shall remain liable for such compliance, regardless of whether or not JEG or Owner have reviewed such drawings, samples or other information furnished by Seller.

12. Warranty. Seller represents and warrants to JEG, to JEG's successors and assigns, and to each party to whom JEG must provide a warranty under the JEG Contract, that (i) Seller has valid and marketable title to the goods covered by the Purchase Order; (ii) all goods covered by the Purchase Order are free from any liens, security interests or other claims; and (iii) all goods and services shall be free from all defects and deficiencies and shall conform to all requirements of the Purchase Order. Seller further warrants that all goods furnished under the Purchase Order shall be new, unless specifically stated otherwise in the Purchase Order, and shall be fit for their intended purpose and use, including without limitation, the use in any system on the Project of which the goods or services provided by Seller are a part. Seller further warrants that it, as well as its employees, agents and subcontractors, has and will maintain all the skills, experience and qualifications necessary to provide the services contemplated by the Purchase Order. The term of the warranty in this provision shall be one (1) year from the later of the date on which all goods have been delivered and all services have been performed by Seller under the Purchase Order, or the date on which acceptance of any system on the Project of which such goods and services are a part has occurred under the JEG Contract and JEG has received payment in full under that contract. In the event that a longer warranty period is prescribed under any provision of any document forming the Purchase Order, including, without limitation, the JEG Contract, such period shall

constitute the warranty period under the Purchase Order. All other warranties set forth shall survive continuously. If any of the goods or services provided by Seller under the Purchase Order fail to perform their intended use properly during the warranty period, Seller shall promptly correct such deficiency in performance (including without limitation, providing all labor, materials and other things necessary at the Project site and/or the place of manufacture to correct such deficiency) at Seller's sole and exclusive expense. The warranties and remedies provided in the Purchase Order shall be in addition to any other warranties or remedies implied by, or available at, law or required by the documents forming the Purchase Order. If the Seller is unable to or refuses to promptly correct or replace such deficiency, then JEG may repair or replace such goods and charge the Seller the cost. The one year warranty shall not limit or eliminate any legal remedy, statutory or otherwise.

13. Waiver of Consequential Damages. Seller shall waive all Claims against JEG for consequential, special, exemplary, incidental or indirect damages arising from or out of the Purchase Order, including but not limited to, damages for loss of business, loss of financing related to the Project, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, insolvency or other similar damages (whether such damages are characterized as direct or indirect), including a breach of contract or warranty, tort (including negligence, strict liability or otherwise). Similarly, Seller shall obtain in its supplier agreements similar waivers of consequential damages that correspond to the Seller's waiver of consequential damages. The provisions of this article shall also apply to and survive termination of this Purchase Order.

14. Indemnification of JEG. Seller shall, to the fullest extent permitted by law, indemnify, defend and hold JEG, Owner, their members, officers, employees, agents, consultants and representatives harmless to the fullest extent permitted by law from any and all demands, claims, causes of action, losses, damages, judgments, fines, liability and expense of every kind, including without limitation, reasonable attorneys' fees and costs, arising out of, or in any way related to (i) any failure or claimed failure of Seller to perform any obligation stated in or created by the Purchase Order; (ii) the failure of the Work to conform strictly to the Purchase Order; (iii) the failure of the Work to conform to the requirements of any warranty provided under the Purchase Order; (iv) the breach of any warranty or representation made by Seller under the Purchase Order; or (v) personal injury (including death), property damage, contamination or adverse effects on the environment (and any clean-up). The foregoing indemnification obligation shall survive the termination of the Purchase Order.

15. Patents and Trademarks. Seller warrants and represents that none of the goods provided by Seller under the Purchase Order infringe any patent, copyright, trade secret, trade name, trademark, or other proprietary right applicable to such goods. Seller shall indemnify, defend and hold JEG, Owner, their members, officers, employees, agents, consultants and representatives harmless from any and all liability and expense, including without limitation, reasonable attorneys' fees and expenses, arising from, or in any way related to, any claim that any goods provided by Seller under the Purchase Order infringe any patent, copyright, trade secret, trade name, trade mark, or other proprietary rights. Seller's indemnification under this provision shall not apply to any claim of patent infringement arising from Seller's manufacture of any of the goods covered by the Purchase Order in accordance with a specified design or specification furnished by JEG and with which Seller is required to comply under the Purchase Order.

16. Insurance. Before commencing the Work, Seller (and all sub-subcontractors, suppliers and sub consultants of all tiers) shall procure at its own expense and maintain without interruption during the term of this Agreement and/or until the end of the applicable warranty period or as specified herein, all insurance of the type and having coverage limits in the amount required under the JEG Contract, but in no event shall the types and coverage limits of such insurance be less than the following minimum coverages and limits in subparagraphs a-d below. Other insurance may be required depending on specialized services being provided (such as pollution liability, aviation liability, riggers legal liability). Such coverage shall be placed in insurance companies who have at least an A.M. Best company rating of A-.

a. Workers' Compensation and Employer's Liability Insurance:

i. Workers' Compensation and Occupational Disease Coverage in accordance with the laws of the State within whose jurisdiction the Work is performed. In the event that the Work of the Purchase Order falls within the purview of the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or the Federal Employer's Liability Act, the Seller(s) shall extend its insurance coverage to provide and maintain in full force and effect during the period covered by this Purchase Order, insurance against the liability imposed under any or all of these Acts as applicable.

ii. Employer's Liability Coverage with a minimum limit of \$500,000/\$500,000/\$500,000.

b. Commercial General Liability Insurance: including but not limited to the following coverages:

- i. Premises/Operations Liability.
- ii. Explosion, Collapse and Underground Hazards Included.
- iii. Products/Completed Operations Hazards Included.
- iv. Contractual Liability Coverage Included.
- v. Broad Form Property Damage Liability Included.
- vi. Independent Contractors (Contractors' Protective) Liability.
- vii. Personal Injury Liability.
- viii. The Limits of Insurance shall be at least as follows:

\$2,000,000	General Aggregate Limit (Other than Products/Completed Operations)
\$2,000,000	Products/Completed Operations Aggregate Limit

\$1,000,000	Personal and Advertising Injury Limit
\$1,000,000	Each Occurrence Limit

The Commercial General Liability Insurance Coverage shall be amended to include the addition of JEG and any other party which JEG has an obligation to indemnify as an additional insured party. The insurance to be provided to JEG shall apply to ongoing and completed operations, using endorsements CG 20 10 07 04 and CG 20 37 07 04 or equivalent endorsement forms providing identical additional insured coverage.

c. Business Automobile Insurance, including the following coverages:

- i. Owned Vehicles.
- ii. Hired Vehicles.
- iii. Non-owned Vehicles.
- iv. Each of the above listed coverages shall provide coverage in the following minimum limits of liability:

Combined Single limit	\$1,000,000	Per Occurrence
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The Automobile insurance shall be amended to include the addition of JEG and any other party which JEG has an obligation to indemnify as an additional insured party.

d. Excess Umbrella Liability Insurance

In addition to the coverages outlined above, Excess Umbrella Liability shall be maintained in effect with a minimum limit of \$5,000,000. Such coverage is to be excess over Article 16a(ii), Article 16b and Article 16c as identified above, unless such underlying coverages are written in the amount of \$6,000,000 or more.

For coverage associated with Articles 16a, 16b, 16c and 16d insurance provided by Seller shall be primary and non-contributory and shall contain a waiver of subrogation to be endorsed to all policies in favor of JEG.

Before commencing performance of any Work on the Project, Seller shall provide to JEG a certificate(s) of insurance in compliance with the above requirements, stating policy numbers, dates of expiration, and limits of liability thereunder, and including copies of the endorsements evidencing the addition of JEG and any other party which JEG has an obligation to indemnify as an additional insured party. All insurance provided by Seller shall provide for thirty (30) days written notice to JEG prior to cancellation or any modification of any such insurance. In the event of cancellation for non-payment of a premium, Seller shall notify JEG immediately in writing.

**17. Compliance with Laws. In the performance of the Work and all obligations stated in, or created by, the Purchase Order, Seller shall comply with all federal, state and local laws, including without limitation all rules, regulations, codes, ordinances and executive orders (collectively, "Laws"). Seller's obligations under the Purchase Order shall require compliance with all Laws, including without limitation all Laws governing equal employment opportunity, hiring, compensation and other employment conditions; all Laws governing health, safety and welfare of persons involved in any way with the Project; and all Laws governing the protection of the environment, the conservation of natural resources and the handling, disposal and/or transportation of hazardous materials. By acceptance of this Purchase Order, the Seller acknowledges and agrees that all applicable provisions of the Federal Acquisition Regulations (FAR) are hereby incorporated by reference with the same force and effect as if set forth in full text herein. Seller represents and warrants that it has not been debarred or suspended from performing any federal contract work. The Seller understands and agrees that all provisions as may be required by the terms of the JEG Contract, or by operation of law, or by applicable Laws shall apply, except as may be otherwise provided for in this Purchase Order. The Seller further agrees that it will comply with all the provisions of Executive Order 11246, as amended, and the rules regulations, and relevant orders of the Secretary of Labor. The Seller also agrees that all other pertinent rules, regulations, and orders required under the terms of the JEG Contract are hereby incorporated by reference into this Purchase Order with the same force and effect as if set forth in full text herein. The Seller specifically affirms it shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

18. Operation and Maintenance Manuals. Seller shall provide complete operating and maintenance instructions, manuals and other information for all architectural, electrical, mechanical, elevator equipment and systems installed and provided under the Purchase Order. With the assistance of the Owner (and/or contractor/construction manager) or JEG, Seller shall participate in the check-out, start-up, commissioning and operation of systems and equipment for readiness and confirmation that they operate as required by the Purchase Order.

19. Termination for Default. In the event the Seller should become bankrupt, insolvent, fail to pay for materials or services for which it has received payment from JEG, make an assignment or arrangement for creditors, refuse or neglect or perform properly and diligently under

the Purchase Order, or fail to perform as required by the Purchase Order or any other agreement between JEG and Seller on any project, JEG shall notify Seller in writing of the default(s) and, after five (5) days, JEG may at its option cease making any further payment to Seller, terminate Seller's right to proceed with all or part of the Purchase Order, take possession of all materials, equipment and supplies and complete the terminated Work by such means as JEG sees fit, at the sole cost and expense of Seller. JEG may recover from Seller the total amount of any loss or damage incurred as a result of such default, including reasonable attorneys' fees, and deduct such amounts from payments otherwise due or to become due to Seller. If the damages incurred as a result of such default are in excess of the payments due to Seller, then Seller shall promptly pay the total amount of any such excess to JEG. Any termination of Seller by JEG for default subsequently determined to have been wrongful or erroneous, shall be treated as a termination for convenience.

20. Termination for Convenience. JEG may terminate all or any part of the Purchase Order for its sole convenience upon five (5) days written notice to Seller specifying in reasonable detail the portions or the goods or services to be terminated under such notice. Upon notice of termination, Seller shall immediately stop all Work including shipment of products and cause its suppliers and/or subcontractors to cease their work identified in the termination notice. In the event of such termination, JEG's liability to Seller shall be limited to the amount JEG is paid under the JEG Contract for Seller's Work performed prior to termination. JEG shall have no other liability to Seller for any type or amount from the date of termination, including lost profits. The rights of termination set forth herein shall be in addition to, and shall include, any other rights of contract termination provided in the JEG Contract.

21. Delays and JEG's Use of Alternative Supply Sources. JEG shall have no liability as a result of any delay in Seller's ability to complete the Work covered by the Purchase Order that is caused by conditions or events over which JEG does not exercise exclusive control. If Seller is unable to complete the Work covered by the Purchase Order because of a delay that is caused by an event or condition over which Seller does not have reasonable control, JEG may obtain such goods and services from an alternative source of supply. In such event, the quantity of goods and services covered by the Purchase Order for furnishing the remaining goods and services shall be reduced by the greater of the price paid by JEG for such alternate goods and services or the price of such goods and services specified in the Purchase Order.

22. Subcontractor, Suppliers and Assignment. Promptly after execution of the Purchase Order, Seller shall provide JEG with a written list of any proposed subcontractors and suppliers it intends to use to perform its Work under the Purchase Order. If JEG has any objection to any proposed subcontractor or supplier, JEG shall notify the Seller in writing. Seller agrees that any assignment or subcontract made without JEG's consent shall be void and without legal force and effect. Seller shall remain liable and responsible for full and punctual performance of all obligations of Seller stated in, or created by, the Purchase Order.

23. Integration and Waiver. The Purchase Order, including all documents incorporated by reference, constitutes the entire fully integrated agreement between JEG and Seller, and all prior understandings, agreements or representations are superseded by the Purchase Order. Subject to Article 9, no modification or amendment of the Purchase Order shall be effective, and neither Seller nor JEG shall claim that the Purchase Order has been modified or amended, unless such modification or amendment is in writing and signed by an officer of JEG. No right or obligation created by the Purchase Order shall be deemed waived, and no party to the Purchase Order shall claim that such waiver has occurred, unless such waiver is in writing and signed by the party claimed to have waived such right or obligation, and if such party is JEG, such writing is signed by an officer of JEG.

24. Dispute Resolution. In the event of a Claim between JEG and Seller arising out of the Purchase Order, JEG and Seller shall endeavor to reach resolution through good faith direct discussions between the parties' representatives, who shall possess the necessary authority to resolve such Claim. Such discussions shall be a condition precedent to the commencement of any legal proceeding by the parties arising out of the Purchase Order, but only after JEG has exercised its sole right and option to determine between an arbitration and litigation.

If the Claim remains unresolved after good faith direct discussions between the parties' representatives, the Claim shall, at JEG's sole option, be decided by either arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or in litigation. The award rendered by an arbitrator shall be specifically enforceable in accordance with the governing arbitration law, and a court of competent jurisdiction may enter a judgment on the award of the arbitrator. The costs of any dispute resolution processes shall be borne by the non-prevailing party, as determined by the adjudicator of the dispute.

If any dispute exists between JEG and the other party to the JEG Contract that is to be resolved by arbitration and involves Work provided by Seller under the Purchase Order, Seller shall submit such dispute concerning its Work to binding arbitration for decision in accordance with the JEG Contract providing for arbitration and under which JEG is obligated to resolve such dispute. Seller shall be made a party to the arbitration under the JEG Contract to resolve such dispute concerning the Work provided by Seller under the Purchase Order. If Seller cannot be made a party to such arbitration because a party other than JEG has objected to such procedure for any other reason, Seller shall arbitrate separately with JEG the dispute concerning any of the Work provided by Seller under the Purchase Order, and in such arbitration the same arbitrator(s) as used in the arbitration under the JEG Contract shall be used to decide the dispute between JEG and Seller concerning the Work provided by Seller under the Purchase Order. The rules and procedure governing such arbitration shall be the same as the rules and procedure used in the arbitration under the JEG Contract. The award rendered by the arbitrator(s) shall be specifically enforceable in accordance with the governing arbitration law and a court of competent jurisdiction may enter a judgment on such award of the arbitrator(s). Pending resolution of a dispute or Claim, Seller shall continue diligent performance of the Work.

25. Independent Contractor. JEG and Seller agree that the contractual relationship between JEG and Seller is one solely of an independent contractor in all respects and that the Purchase Order does not in any way create a partnership, joint venture or any other relationship between JEG and Seller other than the contractual relationship as specified in this Purchase Order.

26. Enforcement. If any provision of this Purchase Order is determined to be invalid or unenforceable, the remainder of that provision and all other provisions shall remain valid and enforceable.

27. Choice of Law and Venue. Seller and JEG agree that their rights and obligations under the Purchase Order shall be construed and governed in accordance with the laws of the State of Michigan excluding the conflicts of law principles. Seller and JEG agree that any action to enforce any rights or obligations under the Purchase Order shall be commenced only in a state or federal court in the State of Michigan. All arbitrations shall be administered by the office of the American Arbitration Association and all hearings shall be in metropolitan Detroit.

28. Safety. Although JEG may have safety personnel on the Project site to provide guidance on safety related issues, Seller shall remain solely responsible for the health and safety of its employees, agents, subcontractors and other persons within or near the Project site. Seller shall take all necessary and prudent safety precautions with respect to any Work it performs and shall comply with all safety programs and measures initiated by JEG, any contractor and Owner and with all applicable Laws, ordinances, rules, and regulations. Seller shall exercise extreme care in carrying out the Purchase Order Work which involve hazardous substances. In the event of any incident on the Project where property is damaged, an injury occurred or there was a potential for injury to any person on the Project, Seller shall notify JEG immediately in writing of the nature of the injury or incident.

29. Audit Rights. The Cost Records shall be made available to JEG upon request and may be examined, copied and/or audited by JEG or its authorized representative at any reasonable time. Seller shall maintain the Cost Records for a minimum of three (3) years from Owner's acceptance of the Project, or as required by the JEG Contract, whichever is greater.

30. Incorrect Invoicing. JEG reserves the right to charge Seller U.S. \$150.00 for each invoice error resulting from the failure of the Seller to comply with the invoicing instructions referenced in the Purchase Order. Examples of invoicing errors include, but are not limited to, failing to reference JEG's Job Number and PO number on the invoice.