

1. **Acceptance Agreement** – Seller's commencement of the fabrication of the goods referenced in this Order, or the shipment of such goods, or Seller's commencement of the providing of the services referenced in this Order, whichever occurs first, will be deemed an acceptance of this Order.
2. **Completion** – Time is of the essence with respect to this Order. If delivery of goods or the rendering of services is not completed by the time promised, Buyer reserves the right, without liability, in addition to its other rights and remedies, to terminate this Order, by notice effective when received by Seller, as to goods not yet shipped or services not yet rendered, and to purchase substitute goods or services elsewhere and charge Seller for any loss incurred.
3. **Shipment** – All goods are to be suitably prepared and packed for shipment in accordance with good commercial practices, so as to effect safe delivery and the avoidance of weather damage, to secure the lowest transportation rates, and to meet carriers' requirements. Damages resulting from improper or inadequate packaging will be charged to Seller. No charges to Buyer will be allowed for packing, crating or carriage unless stated in this Order. If in order to comply with Buyer's required delivery date, it becomes necessary for Seller to ship by a more expensive way than specified in this Order, any increased transportation cost resulting therefrom will be paid for by Seller unless the necessity for such rerouting or expedited handling has been caused by Buyer. Each container must be marked to show the Order number of this Order, and a packing sheet showing this Order number must be included in each package of any less than full load shipment and with each full truckload shipment.
4. **Warranties** – Seller expressly warrants that all goods and services furnished under this Order will conform to all drawings, specifications and appropriate standards, will be new, and will be free from defects in material and workmanship. Seller warrants that all such goods and services will conform to any statements made on the containers, labels or advertisements for such goods or services, and that any goods will be properly contained, packaged, marked and labeled. Seller further warrants that all goods and services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose or purposes for which goods and services of that kind are normally used. If Seller knows or has reason to know the particular purpose or purposes for which Buyer intends to use the goods and services, Seller warrants that all goods and services will be fit for such particular purpose or purposes. Seller warrants that all goods and services furnished hereunder will conform in all respects to samples. Inspections, tests, acceptance or use of the goods or services furnished hereunder will not affect Seller's obligation under these warranties, and such warranties will survive inspections, tests, acceptance and use. Seller's warranties will run to Buyer, its successors, assigns and customers, and to the users of products sold by Buyer. Seller agrees to promptly replace, or at Buyer's sole option to promptly correct defects in, any goods or services not conforming to the foregoing warranties, without expense to Buyer, when notified of such nonconformity by Buyer, provided Buyer elects to provide Seller with the opportunity to do so. In the event of failure by Seller to promptly correct defects in nonconforming goods or services, or to promptly correct any such defects, Buyer, after reasonable notice to Seller, may make such corrections, or have such corrections made by a third party, or may replace such goods and services, and charge Seller for the costs incurred by Buyer in doing so.
5. **Price Warranty** – Seller warrants that the prices for the goods and services sold hereunder are not less favorable than those currently extended to all other customers of Seller for the same or similar goods and services in similar quantities. In the event Seller reduces any of its prices for such goods and services to any other customer during the term of this Order, Seller agrees to reduce the prices hereunder correspondingly. Seller warrants that the prices reflected on this Order are complete and that no additional charges of any type will be added without Buyer's express written consent. The types of such additional charges include, but are not limited to, shipping, packaging, labeling, customs duties, taxes, storage, insurance, boxing and crating.
6. **Setoff** – Any claim for money due or to become due from Buyer will be subject to deduction or setoff by Buyer to the extent Buyer has any claim against Seller arising out of this or any other transaction with Seller.
7. **Changes** – Buyer has the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase in the cost of the goods or services, or in the time required for performance, an equitable adjustment in such costs or timing will be made by mutual agreement, however, no such adjustment will occur unless agreed to, in writing, in advance, by both parties. Seller agrees to accept any such changes subject to this paragraph. No modifications to this Order will be made by Seller without the written consent of Buyer, in advance.
8. **Indemnification** – Seller will defend, indemnify and hold Buyer harmless against all damage claims, liabilities and expenses (including attorney's fees and expenses) arising out of, or resulting in any way from, any defect in the goods or services purchased hereunder, or from any act or omission of Seller, its agents, employees or subcontractors. This indemnification will be in addition to all other obligations of Seller.

9. **Insurance** – In the event Seller's obligations hereunder require or contemplate performance of services by Seller's employees, or by persons under contract to Seller, whether the services are to be done on Buyer's property or on the property of Buyer's customers, or elsewhere, Seller agrees that any such work will be done as an independent contractor and that the persons doing such work will not be considered employees of Buyer. Seller, at its expense, will obtain and maintain all insurance coverage necessary to fully indemnify Buyer, including Workmen's Compensation, Employer's Liability, Comprehensive General Liability, Comprehensive Automotive Liability and Contractual Liability, naming Buyer as an additional insured. All such insurance will: (1) provide that the same may not be cancelled or modified without 30 days prior written notice to Buyer by certified mail, and (2) be written with an insurer satisfactory to Buyer. Upon demand of Buyer, Seller will provide Buyer with such evidence as Buyer will specify confirming that such insurance is in full force and effect. In the event Seller fails to obtain the insurance specified hereunder, Buyer may obtain such insurance and charge Seller for all costs associated therewith, and Seller will immediately reimburse Buyer therefor. Seller further agrees that the provisions in this paragraph will be imposed upon, assumed by, and performed by all of its subcontractors.
10. **Proprietary Information-Confidentiality-Advertising** – Seller will consider all information furnished by Buyer to be confidential, and will not disclose any such information to any person, or use such information itself for any purpose other than for performing its obligations under this Order, unless Seller obtains prior written permission from Buyer to do so. This paragraph will also apply to drawings, specifications and all other documents prepared by Seller for Buyer in connection with this Order. Seller will not advertise or publish the fact that Buyer has contracted to purchase these goods and services from Seller, nor will information relating to this Order be disclosed to any third party without Buyer's prior written permission. Unless otherwise agreed to in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Buyer will be deemed secret or confidential, and Seller will have no rights against Buyer with respect thereto, except such rights as may exist under patent, copyright or trademark laws.
11. **Inspection/Testing** – Payment for the goods and services provided or delivered hereunder will not constitute acceptance thereof. Buyer has the right to inspect and to reject any and all of said goods and services which in Buyer's judgment are defective or nonconforming. Goods rejected or goods in excess of quantities called for herein may be returned to Seller at Seller's expense, in addition to Buyer's other rights. Seller will be responsible for all expenses of unpacking, examining, re-packing and reshipping such goods. In the event Buyer receives goods whose defects or nonconformities are apparent upon examination, Buyer reserves the right to require replacement as well as the payment of damages. Nothing contained in this purchase order is intended to relieve Seller from its obligations of testing, inspection and quality control.
12. **Assignments and Subcontracting** – No part of this Order may be assigned or subcontracted to a third party without the prior written approval of Buyer. In the event a part of this Order is subcontracted with such approval, Seller agrees that each of its subcontractors will be bound by the terms and conditions of this Order, provided, however, that nothing contained in any such subcontract will create, nor be deemed to create, a contractual relationship between that subcontractor and Buyer.
13. **Termination for Convenience of Purchaser** – Buyer reserves the right to terminate this Order, or any part hereof, at any time, solely for its convenience. In the event of such termination, Seller will immediately stop all work hereunder and will immediately cause all of its suppliers and subcontractors to cease such work. Under such circumstances, Seller will be paid a reasonable termination charge, consisting of the percentage of the Order Price equivalent to the percentage of the work performed prior to the notice of termination, plus any actual direct costs resulting from the termination. Seller will not be paid for any work done after its receipt of the notice of termination, nor for any cost incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.
14. **Termination for Cause** – Buyer may terminate this Order, or any part hereof, for cause, in the event of any default by Seller or if Seller fails to comply with any of the terms and conditions of this Order. Late deliveries, deliveries of products which are defective or which do not conform to this Order, and failure to provide Buyer upon request reasonable assurances of future performance, will allow Buyer to terminate this Order for cause. In the event of a termination for cause, Buyer will not be liable to Seller for any amount, and Seller will not be liable to Buyer for any damages sustained by reason of the termination.
15. **Patents, Copyrights and Trademarks** – Seller agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any suit or proceeding which is brought against Buyer or its agents, customers or other vendors for alleged patent, copyright or trademark infringement, as well as for the defense of any alleged unfair competition action resulting from similarity in design, trademark or appearance of goods or services furnished hereunder, and Seller further agrees to indemnify Buyer, its agents and customers, against any and all expenses, losses, royalties, profits and damages, including court costs and attorneys' fees, resulting from any such proceeding.

Buyer may be represented by, and actively participate through, its own counsel, in any such suit or proceeding if it so desires, and the cost of such representation will be paid by Seller.

16. **Limitation on Purchaser's Liability-Statute or Limitations** – In no event will Buyer be liable for anticipated profits or incidental or consequential damages. Buyer's liability on any claim of any kind for any loss or damage arising out of, or in connection with, or resulting from, this Order, or from the performance or breach hereof, will not exceed the price allocable to the goods or services which give rise to the claim. Buyer will not be liable for penalties of any description. Any action resulting from any breach on the part of Buyer as to the goods or services ordered hereunder must be commenced within one year after the cause of action has accrued.
17. **Title and Risk of Loss or Damage** – Except as specifically otherwise provided herein, Seller will: (1) be responsible for and bear all risk of loss or damage for the goods covered by this Order until they are delivered at the designated delivery point, regardless of the point of inspection or transfer of title, and (2) bear all risks and expense for all returns, including, but not limited to, freight, insurance, packaging, materials and labor as to rejected goods or goods requiring correction, after notice of rejection. Seller will be liable for all costs and expenses incurred by Buyer arising from (i) Seller's failure to timely deliver any equipment, (ii) any defects in the materials or workmanship of any equipment, and/or (iii) the failure in the performance of any equipment. Seller's liability for such costs and expenses will include, without limitation, Buyer's costs for the repair, replacement, removal and/or installation of defective equipment plus any damages, fees or penalties arising from Buyer's delay in performance under any contract caused by any such occurrence. Buyer will present any claim hereunder to Seller within one (1) year of Seller's delivery to Buyer of the equipment with respect to which such claim arises. Buyer will have the right to offset any amounts due to Buyer from Seller hereunder against any amounts due by Buyer to Seller.
18. **EEO POLICY** – Unless this contract is exempt by Rules and Regulations of the Secretary of Labor issued pursuant to section 201 of Executive Order 11246, or section 503 of the Rehabilitation Act of 1973, or Section 492 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, there is incorporated herein by reference Paragraphs (1) through (7) of the contract clause set forth in Section 202 of Executive Order 11246, Paragraphs (a) through (f) of the contract clause set forth at 41 CFR §60-741.4. and Paragraphs (a) through (m) of the contract clause set forth at 41 CFR §60-741.4.
19. **Governing Law** – This Order will be governed by the laws of the State of Kansas. This Order is entered into in the State of Kansas. By accepting this Order, Seller submits to the jurisdiction of courts within the State of Kansas. Venue for any litigation based in whole or in part upon the transaction referenced herein, will lie in Johnson County, Kansas.
20. **Taxes** – Buyer will not be liable for any federal, state, or local taxes unless agreed to by Buyer and separately stated in this Order as a separate item.
21. **Waiver** – Buyer's failure to require performance of any term or condition of this Order, or to exercise any right or privilege, or Buyer's waiver of any breach hereunder, will not waive any other terms, conditions, rights or privileges.
22. **Freight Charges** – When published freight charges are used, any decrease that occurs will be for the account of Buyer.
23. **Entire Agreement** – This Order, together with any documents referred to on the face hereof, constitutes the entire agreement between the parties.