

PURCHASE ORDER TERMS AND CONDITIONS

This purchase order constitutes a binding contract between Seller and Buyer in accordance with the terms set forth herein when accepted by Seller by execution of this document (or upon commencement of performance by either party hereunder.) Seller may not alter or modify this agreement by the issuance of Seller's terms or by any conditional acceptance. Any modification of the terms of the purchase order must be in writing and agreed to by an authorized representative of Buyer.

Deliverables. Seller shall provide the deliverables set forth in the purchase order and the accompanying attachments. The Deliverables include the products and equipment listed on these attachments and/or the installation of the products and equipment.

Timing. The Deliverables shall be delivered in accordance with the schedule set forth in the accompanying attachments. Buyer's obligation to make payment is contingent upon timely performance by the Seller under this purchase order.

Invoicing. Invoices shall be delivered to Buyer following installation of the Deliverables at the address shown above. If payments are scheduled on a milestone basis, Seller shall issue an invoice to Buyer after each milestone is reached. Invoices must include and reference the PO line item number and line item description exactly as they appear on the PO. Any terms contained in Seller's invoice are not binding on Buyer and shall not contradict the terms of this purchase order. Unless otherwise agreed in written agreement signed by Buyer, payment terms are net forty-five (45) days from receipt of invoice.

Price. Buyer shall not be required to pay for any goods and services at prices higher than those specified on the Purchase Order. If no price is specified on the Purchase Order, the goods or services shall be billed at the prices last quoted to the buyer or at the prevailing market prices, whichever is lower.

Payment Upon Acceptance of the Deliverables. Buyer will pay the amounts, in US Dollars, as listed in the attachment. If any of the Deliverables are rejected or any portion of the invoice is disputed, Buyer shall pay that portion of the invoice that is not disputed and advise Seller of the reasons for rejection of the Deliverables or any portion of the Deliverables. Upon resolution of any disputed Deliverable or disputed charge, Buyer shall make payment to Seller within fifteen (15) business days of the unpaid amount. Any rejected Deliverable that is to be returned to Seller shall be returned at Seller's expense.

Taxes. Buyer shall not be responsible for or pay any of Seller's taxes including but not limited to employment taxes, corporate taxes, franchise taxes measured by capital, capital stock net worth, property value, gross margin or gross profit or any export or import taxes.

Warranty. In addition to any warranty contained in the attachments and attached hereto, Seller warrants that the Deliverables shall be free from any defects and conform to the specifications provided to the Seller. Seller further warrants that the Deliverables do not infringe on any intellectual property, patent, copyright or trademark (collectively "Intellectual Property") of any third party and that Seller has the right to include the Intellectual Property in any of the Deliverables and grants full license to Buyer and Buyer's designees to use the Intellectual Property within the deliverables. Seller agrees to indemnify, defend and hold Buyer and Buyer's designees harmless from any claim of any third party of infringement of any intellectual property.

No Liens. The Deliverables shall be delivered and installed without any lien by Seller or any other party. Seller shall not file any liens on the deliverables and specifically waives any right to file such liens.

Confidential Information. Confidential information means any information, materials that have or could have commercial value of other utility in the business in which disclosing party is engaged and information which if disclosed could have a detrimental impact on the disclosing party. Confidential information includes all information transmitted in any medium by the disclosing party that has been designated as confidential including but not limited to information related to product design, business plans, customers, requirements, financial information, equipment and systems, technical know-how, and trade secrets. Confidential information does not include information that is publicly known at the time of disclosure or subsequently becomes public through no fault of the receiving party; was known or discovered by the receiving party prior to the disclosure by the disclosing party; or learned by the receiving party from a source other than disclosing party that was not bound by any obligation of confidentiality. Neither Buyer nor Seller shall disclose any Confidential Information of the other or use any confidential information of the other for its own benefit.

Intellectual Property Rights. All right, title and interest in and to any intellectual property rights of whatever nature arising out of the production and installation of the Deliverables shall vest in the interest of Buyer whether or not specifically recognized or perfected under applicable law, so long as it is used to operate and maintain the Deliverables. The interpretation of intellectual property to which the intellectual property rights are applicable under this section shall be given the broadest possible interpretation.

Indemnification. Seller shall defend, indemnify and hold Buyer harmless against all losses, liabilities, damages, claims and expenses, including reasonable attorney's fees arising directly or indirectly out of or in connection with the performance of Seller's obligations under this purchase order, including but not limited to production and installation of the Deliverables; injury of any person in the employment of Seller or of any of Seller's subcontractors; Seller's breach of any of its obligations under this purchase order.

Expenses. The price quoted in attachment must include all expenses incurred by Seller. Buyer may reject any requests for reimbursement for expenses if they have not been preapproved by the Buyer.

Publicity. Seller shall not issue any press release advertisement, communication or announcement with regard to the purchase order or its contents. Seller shall not use the name, logo or other identifying mark of the Buyer or of Buyer's customer without the express written consent of Buyer.

Insurance. Seller shall maintain general liability insurance in the amount of at least \$1,000,000.00 per incident with an annual aggregate of at least \$3,000,000.00. In addition, Seller shall maintain all necessary insurances connected with the delivery and installation of the Deliverables, including but not limited to automobile and worker's compensation insurance. Seller shall, at Buyer's request, provide certificates of insurance.

Governing Law, Jurisdiction and Venue. This purchase order shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to choice of law principles. Any dispute arising under this agreement shall be brought in the state or federal courts within the Eastern District of Pennsylvania. Seller specifically consents to the jurisdiction and venue of the state and federal courts; located in the Eastern District of Pennsylvania and agrees to accept service of process by certified mail, overnight delivery service, or any other service that provides a receipt for acknowledgement of delivery.

Termination. Buyer reserves the right to terminate the purchase order for cause, insolvency of or bankruptcy filed by or against the Seller, by providing fifteen (15) days written notice to the Seller. Upon termination, Buyer shall have no further obligation to Seller except to pay for any Deliverables that were provided and accepted by Buyer prior to termination. Upon termination, Seller shall provide any assistance reasonably requested by Buyer to transition the business previously performed by Seller to another party.

Assignment. Neither party may assign this purchase order in whole or in part without the prior written consent of the other party.

Subcontractors. Seller has been specifically selected for this project and may not assign any of its obligations under this purchase order to a subcontractor without the prior written consent of Buyer. Buyer may, in its sole discretion, withhold such consent. In the event that consent is given, Seller shall remain primarily liable for all of the acts and omissions of any such subcontractor.

Force Majeure. Both parties shall be relieved of any liability under this purchase order to the extent that such liability arises from an inability to perform those obligations as a result of any *force majeure* event, including acts of God, war, civil disturbance, government action, strikes, lock-outs, labor disputes or any other event beyond the reasonable control of that party. The party that is impaired by such *force majeure* event shall notify the other party in writing within five (5) business days of the commencement of such event. In the event that Seller cannot deliver the Deliverables to Buyer within thirty (30) days of the notification of the *force majeure* event, then Buyer can cancel the purchase order and have no further obligation to Seller to accept delivery of or pay for Deliverables that have not been received.

Entire Agreement/No Modification. The provisions contained in this purchase order and accompanying attachments; constitute the entire agreement between the parties and Buyer is not bound by any representations not specifically set forth herein. This purchase order may not be modified except by a written agreement signed by an authorized representative of the Buyer.

Notices. All notices required under this purchase order shall be in writing and delivered to the other party at the address set forth above.

No Waiver/Severability. The failure of either party to exercise its rights or enforce any provision of this purchase order shall not be deemed a waiver of its rights under the purchase order or its rights to enforce that provision at a future time or as the result of a subsequent breach. To the extent that any portion of this purchase order is found to be illegal or invalid, the remainder of this purchase order and the accompanying attachments, shall remain in full force and effect.

Import/Export Requirements. Seller warrants that the delivery and installation of the Deliverables shall comply with all export and import requirements of the county(ies) of origin of the Deliverables and of the United States. Seller shall be solely liable for compliance with any import or export requirements including the payment of any fees, fines, levys, taxes, surcharges, customs duties associated with the delivery and installation of the Deliverables.

Comportment. Seller is responsible for the conduct of their employees at all times during the installation process. Seller will adhere to the compliance practices of the installation sites' management with regard to safety standards, and will maintain good housekeeping practices in the workplace. Seller and their designees are expected to conduct themselves in a professional and courteous manner at all times.

Permits. The seller is responsible for obtaining permits as required for the jurisdiction of delivery and will be compensated above the agreed upon purchase value of the deliverable.

Prevailing Wages Seller may be responsible to compensate their employees at special wage as determined by a governmental or labor union consideration. In the event this becomes a requirement, Seller will have advance notice of such requirement prior to the issuance of the purchase order. The Seller must comply with the notified wage requirement as part of the agreed upon Deliverable.