

PURCHASE ORDER TERMS AND CONDITIONS MARKET & JOHNSON, INC.

1. **Applicability.** These terms and conditions of purchase (these "Terms") are the only terms which govern the purchase of the goods and any applicable related services (in all events, the "Goods") by Market & Johnson, Inc. ("Buyer") from the seller named on the reverse side of, or accompanying, these Terms ("Seller"). The accompanying purchase order printed on the reverse side of, or accompanying, these Terms (the "Purchase Order") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties. Unless specifically agreed to in writing by Buyer, any terms in Seller's quotation, acceptance, invoice, or other form supplied by Seller which are in addition to or different from the terms herein (other than additional warranties given by Seller) are hereby expressly objected to by Buyer and shall be deemed void.

2. **Delivery; Quantity.** Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing or verbally by the parties (the "Delivery Date"). If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date. Seller shall deliver all Goods to the address specified in the Purchase Order (the "Delivery Point") during Buyer's normal business hours or as otherwise instructed by Buyer. If Seller delivers more or less than the quantity of Goods ordered, Buyer may reject all or any excess Goods which shall be returned to Seller at Seller's sole risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

3. **Shipping Terms; Title and Risk of Loss.** Delivery shall be made FOB Delivery Point, or as otherwise set forth on the face of this Agreement. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence and any other documents pertaining to the Purchase Order. The risk of loss, damage, or delay in transit shall be borne by Seller until actual receipt of the Goods by Buyer at the Delivery Point in conformity with the terms of this Agreement.

4. **Inspection and Rejection of Nonconforming Goods.** Buyer or Buyer's representatives have the right to inspect the Goods on or after the Delivery Date. Buyer may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer may (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 10.

5. **Price.** The price of the Goods is the price stated in the Purchase Order (the "Price"). Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

6. **Payment Terms.** Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. Buyer shall pay all properly invoiced amounts due to Seller within 30 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. Buyer shall have no obligation to pay invoice(s) received more than sixty (60) calendar days after the completion of the delivery. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

7. **Change Orders.** Buyer, or the Project owner, shall have the unilateral right to make changes in drawings, specifications or instructions for work, quantities, methods of shipments and packaging, and schedules and places of delivery as to any Goods covered by this Purchase Order and Seller agrees to immediately comply with all such change notices. If such changes result in a decrease or increase in Seller's cost or in the time for performance, a corresponding adjustment in the price or time for performance will be made.

8. **Warranties; Indemnification.** Seller warrants to Buyer that for a period of 12 months or as specified in the Contract Documents, whichever is longer, from the Delivery Date, all Goods and as applicable, any related services, will (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements as may be specified

by Buyer of the Project owner; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. Buyer's inspection and/or acceptance of and/or payment for Goods shall not constitute a waiver by it of any warranties and such warranties shall survive inspection, test, acceptance, and use, either by Buyer or Buyer's customers. Seller shall defend, indemnify and hold harmless Buyer, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorneys' and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods purchased and/or labor performed, any defect related thereto, and from Seller or Seller's negligence, willful misconduct or breach of this Agreement.

9. **Compliance with Law.** Seller shall comply with all applicable laws, regulations and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

10. **Termination.** In addition to any remedies that may be provided under these Terms, Buyer may terminate this Agreement with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of these Terms, in whole or in part. If Buyer terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination.

11. **Insurance.** During such time that this Agreement is in effect, and notwithstanding requirements set forth in any other agreement between Buyer and Seller to the contrary (e.g., Master Agreement, etc.), Seller shall maintain the insurance policy(ies) set forth in Exhibit A attached hereto and incorporated herein by reference. Said policies shall name Buyer as an additional insured thereon. Any deviations from these requirements will require Buyer's prior review and written approval.

12. **Waiver.** No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. **Remedies.** Each of the rights and remedies reserved by Buyer in this Agreement shall be cumulative and additional to any other or further remedies provided in law or equity or in this Agreement.

14. **Assignment.** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer.

15. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin.

17. **Dispute Resolution; Jurisdiction.** All disputes and controversies between Buyer and Seller arising out of or in connection with this Purchase Order or the breach thereof shall be submitted first to negotiation and, if not resolved by negotiation, then to binding arbitration to be held in Eau Claire, Wisconsin. All arbitration proceedings shall be conducted in accordance with the applicable rules of the American Arbitration Association. Buyer and Seller shall each be responsible for and pay their respective costs, including attorneys' fees, incurred by them in preparing and presenting their case at arbitration proceedings but the costs of the arbitrator shall be shared equally by Buyer and Seller.

18. **Amendment and Modification.** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

EXHIBIT A - INSURANCE
Minimum Insurance Coverage Limits

1. Prior to commencing any Work hereunder, the Contractor shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, which may arise out of operations by the Contractor or by any subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, the limits of liability specified in the paragraph below, or if greater, any coverage or limits of liability specified in the contract documents for subcontractors or required by law.

1.1 The Contractor shall procure the following minimum insurance coverage and limits of liability:

A. Workers' Compensation	Statutory Limits
B. Employer's Liability	\$100,000 Each Accident \$500,000 Disease – Policy Limit \$100,000 Disease – Each Employee
C. Commercial General Liability	\$2,000,000 General Aggregate – Per Project (other than Products and Completed Operations) \$2,000,000 Products and Completed Operations \$1,000,000 Personal and Advertising Injury \$1,000,000 Each Occurrence
D. Comprehensive Automotive Liability	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage \$1,000,000 Non-Owned and Hired Automotive
E. Commercial Excess Liability (Umbrella)	\$2,000,000

1.2 Commercial General Liability insurance required under this paragraph shall be on ISO Form CG 00 01 or its equivalent and include coverage for Products/Completed Operations which shall be maintained for one (1) year after completion of the work or such longer period as the contract document may require. The Contractor's indemnity obligations under Paragraph 9 of this Agreement and other contractual indemnities assumed by the Contractor under the contract documents shall be covered as "insured contracts." Commercial Automobile Liability insurance required under this paragraph shall also include coverage for all owned, hired and non-owned automobiles.

1.3 Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

2. Contractor shall endorse its Commercial General Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies to add M&J as Additional Insured on a Primary and Non-Contributory Basis with respect to liability arising out of (a) operations performed M&J by the Contractor, (b) acts or omissions of M&J in connection with its general supervision of the Contractor's operations and (c) claims for bodily injury or death brought against M&J by the Contractor's employees, or the employees of Contractor's subcontractors of any tier, however caused, related to the performance the Work under this Agreement. General Liability Additional Insured shall be on ISO Forms CG 20 10 07 04 and CG 20 37 07 04 (or their equivalent). Waiver of Subrogation, in favor of the Additional Insured, shall be included on the General Liability, Automobile Liability, Employer Liability and Umbrella Liability.

3. The Contractor shall maintain in effect all insurance coverage required under this paragraph, or by the other contract documents, at the Contractor's sole expense and with insurance companies acceptable to M&J.

4. All insurance policies shall contain a provision that coverage afforded there under shall not be cancelled, or restrictive modifications added, without prior written notice to M&J as provided in the policies. Certificates of Insurance shall be filed with M&J prior to the start of the Contractor's Work. Such Certificates of Insurance shall be in a form acceptable to M&J and shall provide satisfactory evidence that the Contractor has complied with all insurance requirements, as noted in section 2.

5. To the extent of coverage afforded by builder's risk or any other property or equipment floater insurance applicable to the Work or to equipment used in the performance of the Work, regardless of whether such insurance is owned by or for the benefit of the Contractor, M&J or its respective subcontractors and agents, M&J and the Contractor agree to waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, whether under subrogation or otherwise, for loss or damage to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.

6. Any deductible amount applied to any loss payable under any builder's risk or other property insurance applicable the Work or Project shall be borne by the insured party whose Work is damaged in direct proportion as their individual losses shall bear to the total losses incurred in a single event, regardless of whether such loss is to work installed and completed, to materials stored on or off site, or to materials in transit. M&J does not represent that any builder's risk or property insurance applicable to the Work, if any, is adequate to protect the interests of the Contractor. It shall be the obligation of the Contractor to determine whether such insurance is in effect and provides adequate protection for its insurable interests, or whether the Contractor should purchase and maintain supplementary property insurance that it deems necessary to protect its interests in the Work.