

CONDITIONS: The General Conditions shall apply to all orders for Materials or Services. The Service Conditions shall only apply to orders that include Services (also referred to as "Work").

GENERAL CONDITIONS

1. **CONTRACT.** This Contract, when accepted by SELLER either by written acceptance, by shipment or delivery of any part of the Materials or by commencement of Work, constitutes the entire Agreement between BUYER and SELLER concerning its subject matter, and neither any contrary or additional conditions nor any subsequent amendment or supplement shall have any effect without BUYER'S prior written consent. It is also understood that Purchase Orders may be issued or released against this Contract, and that the terms herein shall be applicable to such Purchase Orders.
2. **DELIVERIES.** Unless otherwise specified, all deliveries shall be in strict accordance with this Contract. If delivery dates cannot be met, SELLER shall promptly inform BUYER in writing of any anticipated or actual delay, the reasons for the delay and the actions being taken to overcome or to minimize the delay. If BUYER does not approve alternate delivery dates, BUYER shall have the right to cancel this Contract without further liability, purchase elsewhere, and hold SELLER accountable for all direct damages resulting from SELLER'S failure to meet the original delivery dates. Upon delivery to BUYER, SELLER shall convey clear title to the Materials, free of any lien, encumbrance or security interest.
3. **CHANGES.** BUYER reserves the right to change this Contract by written notice to SELLER. Upon receipt of such notice of change, SELLER shall proceed with this Contract as changed. If such change affects the purchase price or delivery dates, BUYER and SELLER shall mutually agree upon adjustments in the same and the agreed adjustments shall be set forth in a written notice issued by BUYER.
4. **WARRANTY.** (a) SELLER warrants to BUYER that the Materials: (i) are free from all defects in design, workmanship and materials, (ii) are new, unless specified otherwise in this Contract, (iii) are fit for use for their ordinary intended purpose as well as any special purpose specified in this Contract, (iv) and their sale or use in their ordinary intended purpose as well as any special purpose specified in this Contract will not constitute infringement or contributory infringement of any patent, or infringement of any copyright or trademark, or violation of any trade secret, and (v) are in strict conformance with this Contract and shall at all times be subject to BUYER'S inspection. If, in BUYER'S opinion, the Materials fail to conform to this Contract or are otherwise defective, SELLER shall, at BUYER'S sole option, promptly repair or replace them at SELLER'S expense. (b) Neither BUYER'S inspection nor failure to inspect shall relieve SELLER of any warranty obligation hereunder, whether related to Materials or Services. The remedies stated herein shall be cumulative of any other remedies available in law or equity, and shall extend to BUYER, its successors, assigns, and customers.
5. **TAXES.** Unless otherwise provided in this Contract or by law, SELLER shall pay all sales, use, excise, gross receipt and other taxes, charges, and contributions now or hereafter imposed on, or with respect to, this Contract or the compensation paid to persons employed in connection with performance hereunder, and SELLER shall indemnify BUYER against any liability and expense by reason of SELLER'S failure to pay the same. In the event SELLER recovers a refund of or credit for any taxes paid to SELLER by BUYER with respect to the sale of the Materials or Services herein described or any taxes measured by the price of such Materials or Services, or the gross receipts from such sale, SELLER agrees to refund to BUYER, the full amount of such refund or credit.
6. **COMPLIANCE.** SELLER shall comply with all Federal, State or Local laws, ordinances, rules and regulations applicable to performance under this Contract, and upon request, shall furnish evidence satisfactory to BUYER of such compliance. SELLER, if a subcontractor under U.S. Government contracts, hereby certifies and confirms that SELLER is and shall remain in compliance with all Executive Orders applicable to performance under this Contract.
7. **TERMINATION.** BUYER may terminate this Contract in whole or in part at any time with or without cause by written notice to SELLER. Upon receipt thereof, SELLER shall, to the extent directed by BUYER, terminate the delivery of Materials or Services and any outstanding subcontracts provided for under this Contract and take action regarding property in SELLER'S possession in which BUYER has or may acquire an interest. BUYER shall have the right to take delivery of any portion of the Materials in process for which BUYER shall make written request and pay SELLER for the fair value of any property so requested and delivered. Other than payment for Materials or Services accepted, the only liability of BUYER for termination of this Contract, in whole or in part, is reimbursement to SELLER for all reasonable and verifiable costs incurred by SELLER as to the balance of this Contract less the greater of either any amounts received by SELLER on resale of such Materials in process or the reasonable value of such Materials in process. Such payment by BUYER shall in no event exceed the original Contract price and shall be in full satisfaction of all claims that SELLER may have against the BUYER under this Contract.
8. **DISPUTE RESOLUTION.** Any controversy or claim arising out of or relating to this Contract, if not finally settled by mutual agreement of the parties hereto, shall be settled by arbitration. Arbitration shall be held in El Dorado, Kansas. Section 2 of the Federal Arbitration Act (Title 9, U.S.C., Section 1, and et seq.) shall control the validity of this provision. Judgment upon the arbitral award may be entered in any court of competent jurisdiction.
9. **GOVERNING LAW; JURISDICTION.** This Agreement and all matters arising out of, or related in any manner to this Agreement, or the dealings between the parties to this Agreement shall be construed with and in accordance with the laws of the State of Kansas, without giving effect to principles of conflict of laws. BUYER and SELLER consent to in personam jurisdiction and venue in the state and county courts of Kansas and in the Federal District Courts of Kansas. BUYER and SELLER expressly agree that any action instituted with respect to any matter arising out of or related in any manner to this Agreement or the dealings between BUYER and SELLER shall be brought only in the state and county courts of Kansas and in the Federal District Courts of Kansas, and in no other jurisdiction or venue.
10. **ASSIGNMENT.** Neither this Contract nor any claim against BUYER arising directly or indirectly out of or in connection with this Contract shall be assigned by operation of law, or otherwise without BUYER'S prior written consent. For purposes of this Contract a change of control of SELLER shall be deemed an assignment requiring written consent. BUYER reserves the right to assign this Contract.
11. **CONFIDENTIAL INFORMATION.** All information, drawings, documents and knowledge of BUYER'S operations, business, employees, processes or equipment acquired or handled by SELLER in connection with this Contract shall be considered to be Confidential Information, and shall not be disclosed without the prior written consent of BUYER.
12. **CONTINUING OBLIGATIONS.** The provisions of Clauses 4, 5, 8 and 9 of these General Conditions, and Clauses 13, 14, and 15 of the Service Conditions, if applicable, are continuing obligations and shall survive the completion or termination of this Contract.

SERVICE CONDITIONS

13. **SERVICE WARRANTY.** SELLER warrants that it shall perform all Work diligently, carefully, in conformance with this Contract, and in a good and workmanlike manner; shall furnish all trained and qualified labor, supervision, equipment (including fuel), materials and supplies necessary therefore; shall obtain and maintain all building and other permits and licenses required by public authorities to be in SELLER'S name; shall not permit any liens or charges to attach to the Work or the BUYER'S premises, but, if any does so attach shall promptly procure their release; shall perform all Work in its own name and as an independent contractor, and not in the name of, or as agent for BUYER; and, shall be responsible for all Work performed by its subcontractors. If at any time during the performance of the Work, or within one (1) year following acceptance of the Work by BUYER, BUYER discovers that the Work does not conform to the warranties set forth herein, SELLER shall, at no cost to BUYER, promptly perform or arrange for the performance of any remedial work required to make the Work conform to the warranties set forth herein. All risk of loss and damage to the Work, including warranty Work, shall remain with SELLER until such Work is completed.
14. **INDEMNIFICATION.** For purposes of this Section, references to (i) Buyer shall mean Buyer and its directors, officers, employees, agents, representatives and affiliates, (ii) SELLER shall mean SELLER and its directors, officers, employees, agents, representatives, sellers, subcontractors, licensees and invitees, (iii) affiliates shall mean any person or entity controlling, controlled by, or under common control with Buyer, and (iv) invitees shall mean any person whom SELLER invites on or otherwise causes to be on the Site. SELLER agrees to protect, defend, indemnify and hold Buyer harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, punitive damages, liabilities, fines, penalties, losses, costs, and expenses, including without limitation, costs of defense and attorneys' fees (each a "Claim," or collectively "Claims") arising out of or resulting from any breach of this Agreement, any acts or omissions of SELLER, or in any way related to the performance of this Agreement, including without limitation acts or omissions resulting in any personal injury, death, or damage to property.

Buyer shall notify SELLER of any Claim that has given or could give rise to a right of indemnification hereunder or that may be presented to it by any party. At Buyer's sole discretion and option, exercisable at any time, Buyer may itself undertake the defense, litigation, settlement or satisfaction of any such Claim, reserving its right to seek indemnification against SELLER until after the Claim is resolved, or, Buyer may direct SELLER to contest, defend, litigate, settle or satisfy any Claim made against Buyer, provided that SELLER shall not settle any Claim without Buyer's prior written consent.

In the event that this provision is found to be in conflict with any applicable law or governmental regulation, then to the extent necessary to resolve such conflict and only to such extent, such provision is to be deemed amended so as to be in compliance with any such law or governmental regulation.

15. **INSURANCE.** Before commencing said Work, SELLER shall provide to Buyer certificates of insurance evidencing the insurance coverage and (1) containing a waiver of subrogation in favor of Buyer in SELLER's workers' compensation policies, and (2) naming Buyer as an additional insured in SELLER's commercial general liability and automobile liability insurance policies and containing a waiver of subrogation in favor of Buyer. A copy of the additional insured endorsement(s) evidencing such protection, duly issued by SELLER's liability carriers, shall be delivered to Buyer with the certificate(s) of insurance. The certificates of insurance will set forth evidence of all insurance coverage required of SELLER.

SELLER agrees to carry the following minimum insurance through the life of this Agreement.

- a. Workers Compensation - in accordance with the law of the State of Kansas
- b. General Liability - Combined single limit not less than **\$1,000,000** Bodily Injury/Property
- c. Automobile Liability - Combined single limit not less than **\$1,000,000** Bodily Injury/Property

Please have your insurance underwriters endorse your insurance certificates to provide coverage as noted above. Please submit the certificate(s) of insurance with your signed contract.

16. **USE OF PREMISES.** SELLER shall perform all Work with minimum interference with the operations of BUYER and of others on the premises, and shall take, and cause SELLER'S and every subcontractor's employees, agents, licensees, and permittees to take, all necessary precautions (including those required by BUYER'S safety regulations) to protect the premises and all persons and property thereon from damage or injury. Upon completion of Work, SELLER shall leave the premises clean and free of all equipment, waste materials and rubbish. The term "premises" in this Contract is used in the broadest sense and includes all land, property, buildings, structures, installations, boats, planes, helicopters, cars, trucks, and all other means of conveyance owned by or leased to BUYER or otherwise being utilized in BUYER'S business.
17. **DRUGS, ALCOHOL, AND FIREARMS.** The use or possession of illegal drugs/paraphernalia, firearms, live ammunition, alcoholic beverages, explosives, or weapons by anyone while on BUYER'S premises is absolutely prohibited unless specifically authorized. SELLER'S personnel who are found in violation of these prohibitions will not be allowed on BUYER'S premises.