

TERMS AND CONDITIONS

- 1. Acceptance.** This Order represents an offer by Unison Solutions, Inc. ("Unison Solutions") to purchase the materials, services and articles listed in this Order, all of which are herein called "Items." Acceptance of this offer is expressly limited to the exact terms stated on the face of this Order, any attachment incorporated into this Order, and these Terms and Conditions. Seller's execution of the Acceptance copy of this Order constitutes acceptance of this offer. If Seller uses its own form of acknowledgment, any provisions thereof which would otherwise modify, conflict with or contradict the provisions of this Order shall be deemed waived by Seller.
- 2. Delivery.** Time is of the essence for this order. Seller agrees to perform the services or to deliver the items according to the delivery terms and schedule, project plans and specifications (and approved samples, if furnished) and at the prices specified on the face hereof. Any changes to the delivery terms and schedule must be approved in writing by Unison Solutions in advance of any shipment. Items received more than thirty (30) days before schedule may, at Unison Solutions' option, be returned at Seller's expense or accepted and payment therefore withheld until the scheduled delivery date. Risk of loss with respect to the items ordered hereunder shall remain with Seller until said goods are delivered to Unison Solutions at the place specified on the face hereof.

Any actual or reasonably anticipated default shall, in addition to any other rights and remedies, entitle Unison Solutions to cancel this Order and Unison Solutions shall be relieved of all obligations for any nonconforming or undelivered portion. However, acceptance of any items after the scheduled delivery date or acceptance of items that are nonconforming in any manner, shall not constitute a waiver of such right to refuse acceptance, reject such goods or cancel this Order as to future deliveries.
- 3. Returns.** Unison Solutions may return any surplus items. Seller shall not charge more than 20% of the original price as a restocking fee for returned items. Unison Solutions shall not be responsible for items returned due to engineering changes in the project plans or specifications.
- 4. Warranty.** Seller warrants that all items purchased hereunder shall be free of defects in material and workmanship and in conformity with agreed specifications or, if not ordered to specifications, that such goods will be suitable for their intended purpose. Seller agrees to repair or replace, at its expense, all Items found to be defective in material or workmanship, that fail to conform with agreed specifications, or that are not suitable for their intended purpose. However, in lieu of Seller's obligations to repair or replace, Unison Solutions shall have the option to return such Items for full credit, including transportation and handling costs. This warranty shall survive any inspection, delivery, acceptance, or payment by Unison Solutions for the items.

The warranties herein shall run to Unison Solutions, its affiliates and subsidiary companies, successors, assignees, customers and users of the items involved. The warranties herein shall be considered as conditions as well as warranties, and the representations and conditions herein contained shall not be deemed to exclude implied warranties. Seller shall indemnify and hold Unison Solutions harmless from any and all losses, expenses, costs, damages, judgments, fines and penalties arising out of or caused by a breach or violation of these warranties.
- 5. Payment.** Unless otherwise specified, Seller's performance in accordance with the terms of this Order must be complete before payment by Unison Solutions shall become due. Standard payment terms are net 30 days unless stated differently on the face of the Purchase Order. The cash discount period, if any, shall begin to run on the date of Unison Solutions' receipt of a correct invoice or on the date of Unison Solutions' receipt of the items at the shipping destination specified, whichever is later.
- 6. Taxes.** Any federal, state or local sales/use taxes applicable to the items shall not be included in the prices stated herein. Seller shall set forth such applicable taxes as separate items on invoices to be paid by Unison Solutions, unless Unison Solutions shall furnish Seller with proper evidence of non-taxability of the purchase.
- 7. Packaging.** No packaging, boxing, cartage or transportation charges will be allowed other than as indicated on the face of this Order. Seller is responsible for proper packaging of any items ordered hereunder so the Items will arrive at the destination without damage. Any damage sustained due to improper packaging will be charged to Seller.
- 8. Quantities.** Shipments must equal the exact quantity ordered unless otherwise specifically agreed to in writing.
- 9. Inspection.** Seller shall provide and maintain an inspection system which will assure that all Items furnished to Unison Solutions conform to the requirements of this Order, whether manufactured or processed by Seller or procured from subcontractors or vendors. Seller's inspection system, including processes, products and inspection records, shall be documented so that Unison Solutions may determine from Seller's records that the items furnished comply with the

requirements of this Order. Seller's inspection system shall be subject to survey, review and evaluation by Unison Solutions prior to the initiation of production and throughout the life of this Order. Further inspections and tests may be made by Unison Solutions at any time before, during or after Unison Solutions receives the Items. All goods shall be received subject to Unison Solutions' right of inspection and rejection. If inspection discloses that part of the goods received are not in accordance with Unison Solutions' specifications, Unison Solutions shall have the right to cancel any unshipped portion of the order. Payment for goods prior to inspection shall not constitute acceptance thereof and shall not prejudice any claims that Unison Solutions may have against Seller.

- 10. Indemnification.** Seller agrees to indemnify, hold harmless and protect Unison Solutions, its affiliates and subsidiary companies, successors, assignees, customers and users from and against all claims, demands, suits at law or equity, and all expenses, including attorneys' fees, arising from the purchase, use or sale of the Items delivered hereunder.
- 11. Liens.** Seller shall furnish, if requested by Unison Solutions, all necessary lien waivers, affidavits or other documents required, in form satisfactory to Unison Solutions, to release Unison Solutions and any Items purchased herein from liens or claims for liens arising out of the furnishing of the Items purchased by this Order.
- 12. Compliance with Law and Regulations.** Seller shall comply with all applicable federal, state and local laws and regulations.
- 13. Waiver of Contractual Right.** Unison Solutions' rights and remedies provided hereunder shall be cumulative and any such rights and remedies herein specified do not exclude any rights and remedies allowed by law or equity. A waiver of a breach of any provisions of this Order shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any Item or payment therefore shall not waive any breach.
- 14. Insolvency.** If Seller becomes insolvent, makes a general assignment for benefit of creditors, has a petition or any proceeding under the bankruptcy laws filed by or against it or under any other law relating to debtor's relief, or if a receiver is appointed to take control of Seller's business or any part thereof, or if any attachment or execution be levied against Seller or any of its assets, and is not released or discharged in ten days, Unison Solutions may, at its option, cancel this Order.
- 15. Amendments.** This Order may be modified or amended only by a written instrument signed by Unison Solutions and Seller.
- 16. Entire Agreement.** This Order contains the complete and final agreement between Unison Solutions and Seller. This Order supersedes any prior written or oral agreements between the parties.
- 17. Assignment.** Seller shall not assign or transfer this Order, or any part thereof, without the prior written consent of Unison Solutions, and any such assignment or transfer without such written consent of Unison Solutions, and any such assignment or transfer without such written consent shall be null and void.
- 18. Applicable Law – Venue.** This Order shall be governed by and construed and enforced in accordance with the law of the State of Iowa. Venue for any suit under this Order shall be in Dubuque County, Iowa.
- 19. Public Disclosure of Information.** Except with the prior written consent of Unison Solutions, Seller shall not release, publish or cause to be published or communicate any information or data relating to this Order or the work to be performed hereunder.
- 20. Attorneys' Fees.** If Unison Solutions incurs attorney's fees and/or costs to enforce any provision of this Order, Unison Solutions shall be entitled to recover its costs and reasonable attorney's fees.
- 21. Title to Drawings and Specifications.** Unison Solutions shall at all times have title to all drawings and specifications furnished by it to Seller and intended for use in connection with this Order. Seller shall not disclose such drawings and specifications to any person, firm, or corporation other than Unison Solutions or Seller's employees, subcontractors, or government inspectors. Upon Unison Solutions' request or upon completion of this Order, Seller shall promptly return all drawings and specifications to Unison Solutions.
- 22. Price.** If a price is not stated on the face of this order, it is agreed that the goods shall be at the price last quoted, or billed at the prevailing market price, whichever is lower. This order must not be filled at a higher price than last quoted or charged without Unison Solutions' specific authorization.