

GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER

- 1 Conditional Offer of Acceptance. If this purchase order is construed as an offer to purchase goods and/or services (the "Goods") described on the face hereof, acceptance of such offer is expressly limited to the terms and conditions set forth in this purchase order or incorporated herein by reference. If this purchase order is construed as an acceptance of Seller's offer, such acceptance is expressly conditional upon Seller's assent to all the terms and conditions set forth in this purchase order. To the extent that the provisions of this purchase order conflict with any of the terms, conditions, or provisions set forth in any proposal, quotation, sales agreement, acknowledgement, invoice, or other document, the provisions of this purchase order shall prevail.
- 2 Entire Agreement: Modification and Amendment. Upon acceptance by Seller, this purchase order and any attachments hereto, together with Sellers acknowledgement, if any, embodies the entire and complete agreement between the parties (the "Contract") with respect to the subject matter hereof and supersedes all prior agreements or understandings, oral or written, relating thereto, Aspeq Heating Group, Inc. LLC, (hereinafter referred to as (ASPEQ) shall be bound by the terms of any document of Seller which are in conflict with this purchase order only if expressly agreed to in writing by ASPEQ.
3. Price. The price to be paid for the Goods shall be as stated on the face hereof. Such price shall not be increased without the prior written consent of ASPEQ.
4. Payment. Payment of the price for the Goods shall be made within the terms stated on the face hereof. Cash discounts, if any, shall be calculated from the latter of {a} the date on which invoice is received, or {b} the date on which the Goods and any required certifications are received at ASPEQ's plant
5. Delivery. All prices for Goods are F.O.B. ASPEQ's plant, freight prepaid, unless otherwise stated on the face hereof. Delivery shall be accomplished by the means specified on the face hereof. Timely delivery of the Goods is the essence of this Contract. Seller acknowledges that, if delivery of the Goods and any required certifications is not made on or before the dated specified, ASPEQ may suffer severe consequential and special damages and Seller shall be liable to ASPEQ for such damages sustained by it. In the event ASPEQ reasonably believes that complete delivery will not be made in accordance with the Contract, ASPEQ shall have the option to avail itself of any remedy provided by law including, without limitation, the right to procure substitute goods and recover from Seller the difference between the cost of such recovery and the price stated on the face hereof, together with incidental or consequential damages related to such recovery.
6. Inspection and Acceptance. Satisfaction of Seller's obligations under this Contract is expressly conditional upon ASPEQ's inspection and acceptance of the Goods within a reasonable time following delivery thereof. ASPEQ shall have the right to return (at Seller's cost and expense), and receive full credit for, any Goods which ASPEQ determines to be unacceptable. Title to the Goods shall be deemed to be conveyed to ASPEQ upon its acceptance of the Goods. ASPEQ inspection may be required prior to shipment from your plant. If such inspection is required, notice will be provided prior to your acceptance of said PO. When material is ready for shipment or inspection, and, if practical, ten (10) days in advance thereof, notify our Quality Assurance Department so we may establish an agreed upon time for inspection.
7. Invoices. Each invoice of Seller relating to the Goods shall include the purchase order and part numbers assigned thereto by ASPEQ.
8. Warranty. Seller expressly warrants and represents to, and covenants with, ASPEQ that {a} the Goods furnished hereunder shall be of the quantity and quality specified, {b} all such goods conform in all respects to all specifications and descriptions incorporated herein and to all representations, oral or written of Seller, and {c} all Goods conform to, have been manufactured, and are being sold in accordance with all applicable laws, rules, regulations and directives of each government entity having jurisdiction over the Goods or the delivery thereof.
9. Insurance. During the performance of this Contract and for a period of three years after delivery of the Goods, Seller shall procure and maintain policies of insurance with reputable companies covering such risk and in such amounts as are customarily insured in Seller's industry, but, in any event, such policies shall include product liability coverage. Upon request, Seller shall furnish to ASPEQ acceptable evidence of the existence of such policies.
10. Indemnifications. Seller agrees to, on demand, defend, indemnify, and hold ASPEQ harmless from and against any and all losses, claims, liabilities, costs, and expenses (including attorney's fees) incurred or suffered by ASPEQ arising out of, in connection with, or based upon the design, use, or operation any of the Goods.
11. Assignment. This Contract may not be assigned by Seller without the prior written consent of ASPEQ.
12. Notices. Any notice required or permitted hereunder shall be in writing, signed by the party giving notice, and shall be deemed to have been given when delivered by personal delivery, by telegraph, E-mail, or fax transmission, by overnight courier, or by registered or certified mail, postage prepaid, addressed to the party to receive such notice at the address set forth on the face page hereof.
13. Equal Opportunity. The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and other protected veterans, set forth in 41 CFR 60-300.5, the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.5, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in this purchase order. By accepting this purchase order, vendor certifies that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8. The parties hereby incorporate the requirements of the Notification of Employee Rights Under Federal Labor Laws; Final Rule, 29 CFR Part 471, Appendix A to Subpart A, if applicable.
- 14 Waivers. No delay on the part of either party hereto in exercising any right hereunder nor any act or omission (other than by agreement evidenced by a written instrument signed by the party to be bound) shall operate as a waiver thereof, and no single or partial exercise of any such right shall preclude any other or further exercise thereof, or be deemed to establish a custom or course of dealing or performance between the parties hereto.
15. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the United States and the State of Missouri.
16. Conflict Minerals. Seller shall act in compliance with legislative requirements of Dodd- Frank wall street reform and consumer protection act Section 1502(e)(4) Conflict Minerals Provision.
17. Arbitration. Any controversy or claim arising out of or relating to this Contract, including an alleged breach thereof, shall at ASPEQ's sole election, be settled and resolved by arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association in St. Louis, Missouri, and judgment may be entered on the award in any court of competent jurisdiction.
18. OSHA. In accordance with OSHA's Hazard Communication Standard, 29 CFR 1910.1200, any chemical or hazardous substance requested on this order shall be accompanied by a Material Safety Data Sheet and appropriate labeling on the date of delivery. In addition, acceptance and shipment of this order certifies the Material Data Sheets and labels meet the criteria of 29 CFR 1910.1200.
19. Quality. The Seller shall provide and maintain a system that complies with MIL-I-45208. Notwithstanding the provisions of this clause, the Seller is in no way relieved of the final responsibility to furnish a qualified product or service as specified on the face of the purchase order.