

General Supply & Services, Inc.
Terms & Conditions of Purchase (Rev. October 2007)

1. COMPLETE CONTRACT: This document contains the complete and exclusive statement of the terms of the agreement between Buyer and Seller. It supersedes all previous requests, quotations or oral agreements. If Seller accepts this Purchase Order ("Order") or provides any items listed in the Order, Seller is deemed to have agreed to these conditions. Any additional or different terms will not be part of the Order unless acknowledged in writing and signed by an authorized representative of Buyer.

2. PRICE: Buyer shall pay Seller the price shown on this Order. The price is firm and not subject to escalation without Buyer's written consent. No extra charges of any kind (e.g. charges for boxing fuel surcharges or cartage) will be allowed. If there are any issues regarding additional costs, they must be surfaced to Buyer prior to shipment and Buyer must issue a written change order to Seller. If Buyer's shipping instructions are not followed, Buyer will deduct any excess costs from Seller.

3. PAYMENT: Buyer agrees to pay Seller pursuant to the mutually agreed upon terms in effect between Buyer and Seller at the time of the Order. In the event that Buyer and Seller do not have mutually agreed to terms on file, Buyer's standard payment terms are net ninety (90) days.

4. HOLD FOR RELEASE: If this is a "hold for release" Order and/or "for drawings only", then Buyer shall not incur any liability to Seller for the products unless and/or until Buyer instructs Seller in writing to proceed with product production and/or further performance.

5. CHANGES: Buyer may change this Order. Seller shall notify Buyer within 10 days if any change affects price or delivery so that parties can negotiate an equitable adjustment. All changes must be acknowledged in writing and signed by an authorized representative of Buyer.

6. DELIVERY AND PERFORMANCE: Seller shall provide deliverables and perform services according to Buyer's schedule. If Buyer request that the Order be shipped "collect", Seller shall use the transportation carrier designated by Buyer. If Seller is unable to make delivery in accordance with the schedule, Seller shall immediately notify Buyer and provide a revised date. Seller is not liable for delays in performance or delivery due to a cause beyond its reasonable control. If Seller does not comply with Buyer's delivery schedule or fails to make progress as to endanger performance, Buyer may, at its option, either approve a revised delivery schedule or terminate this Order without liability to Buyer, in addition to pursuing any other rights. Buyer may return, at Seller's expense, items delivered to Buyer early.

7. WARRANTIES: Seller warrants that the products are new and covered by the manufacturer's warranty, which will be extended to the Buyer and/or the Buyer's customer. Seller also warrants that the products and services sold will be free from defects in material, workmanship and title, and will conform to the requirements of this Order for a period of at least twelve (12) months from the date of shipment to the ultimate customer, or twelve (12) months after completion of services.

8. SELLER LIABILITY: Seller agrees to defend Buyer, at Seller's expense, against all claims made against Buyer, arising out of or relating to Seller's products or Seller's performance under this Order, including but not limited to, claims based on (1) breach of any of the warranties set forth in this contract, (2) late performance (except excusable delays), (3) defective products or performance, (4) failure of products or Seller's performance to conform to specifications, the National Electrical Code or government code requirements, or (5) infringement of any patent, trademark or copyright. Seller further agrees to indemnify Buyer for all judgments, settlements, expenses and legal fees that Buyer incurs arising from such claims, including, if Seller fail to defend, legal fees and expenses of enforcement of this indemnity.

9. WORK ON PREMISES: Seller shall ensure that its personnel comply with Buyer's or Buyer's customers' environmental and safety requirements for any work performed on Buyer's or Buyer's customers' premises. Seller shall indemnify Buyer and Buyer's customer(s) from any claim which may result in any way from any act or omission by Seller or Seller's representatives while performing Work on Buyer's or Buyer's customers' premises, except to the extent that such claim is due solely and directly by an act or omission Buyer or Buyer's customer(s).

10. ASSIGNMENT: Any assignment of the Order will be void without the other party's prior written consent, which will not be unreasonably withheld.

11. SET-OFF: Buyer may at all times set off any amount that Seller, or any affiliate of Seller, owes to Buyer against any amount that Buyer, or any affiliate of Buyer, owes to Seller.

12. TERMINATION: Buyer may terminate any part of the Order for its convenience at any time. If this occurs, Buyer shall negotiate reasonable termination charges with Seller. Buyer may terminate the Order with no further liability to Buyer, in addition to pursuing other remedies, if (1) Seller fails to perform any provision of this Order or fails to make progress as to endanger performance, and Seller does not cure such failure within ten (10) days after Buyer provides Seller with written notice, (2) Seller ceases to conduct operations in the normal course of business, (3) any proceeding under any bankruptcy or insolvency laws is brought by or against Seller, (4) a receiver is appointed or applied for, or (5) an assignment for the benefit of creditors is made by Seller.

13. CONFIDENTIAL INFORMATION: Seller shall keep confidential any technical, process, proprietary or economic information derived from drawings, 3D or other models, specifications and any other data and/or information furnished by Buyer in connection with this Order (the "Confidential Information") and shall not divulge, directly or indirectly, the Confidential Information for the benefit of any other party without Buyer's prior written consent. The restrictions in this Section regarding the Confidential Information shall be inoperative as to particular portions of the Confidential Information disclosed by Buyer to Seller if such information: (i) is or becomes generally available to the public other than as a result of disclosure by Seller; (ii) was available on a non-confidential basis prior to its disclosure to Seller; (iii) is or becomes available to Seller on a non-confidential basis from a source other than Buyer when such source is not, to the best of Seller's knowledge, subject to a confidentiality obligation with Buyer, or (iv) was independently developed by Seller, without reference to the Confidential Information, and Seller can verify the development of such information by written documentation. Upon request of Buyer, Seller shall promptly return to Buyer all Confidential Information, including any copies thereof, and shall destroy (with such destruction certified in writing by Seller) all copies thereof. Seller shall not make any announcement, take or release any photographs (except for its internal operation purposes for the manufacture and assembly of the goods), or release any information concerning this Order or any part thereof or with respect to its business relationship with Buyer, to any third party, member of the public, press, business entity, or any official body except as required by applicable law, rule, injunction or administrative order without Buyer's prior written consent.

14. INSURANCE: Seller shall maintain during the term of this Order, at its own expense, Workers' Compensation insurance as required by law, employer's liability insurance, general liability insurance and automobile insurance in amounts acceptable to Buyer. Seller agrees to provide Buyer with thirty (30) day's written notice of any change in, or cancellation of, the insurance. Upon our request, Seller shall provide Buyer an insurance certificate reflecting the above.

15. GOVERNMENTAL COMPLIANCE: Seller shall comply with all laws and regulations applicable to the Order when the items are delivered or services are performed, including without limitation:

15.1. Fair Labor Standards Act. Seller represents that the items were produced in compliance with the Fair Labor Standards Act of 1938 as amended.

15.2. Use of Workers/Subcontractors. Unless exempt, Seller shall comply with the Equal Opportunity Clause in 41 CFR 60-1.4; the Affirmative Action Clause regarding Disabled Veterans and Veterans of the Vietnam Era in 41 CFR 60-250-4; the Affirmative Action Clause regarding Handicapped Workers in 41 CFR 60-741.4; any other provisions required by the Office of Federal Contract Compliance Programs as set forth in 41 CFR Chapter 60; and any other applicable Executive Orders.

15.3. Environmental Safety. Seller represents and warrants that each chemical substance listed or contained in an item listed in the Order is on the list of chemical substances published by the Administrator of the Environmental Protection Administration under the Toxic Substances Control Act as amended. Seller also warrants that the items comply with the Federal Hazardous Substances Act as amended.

15.4. Labor Force. Seller certifies that no products supplied under this Order have been produced utilizing forced, indentured or convict labor or utilizing the labor of persons in violation of the minimum working age law in the country of manufacture. In the event Buyer determines that Seller's certification is untrue, Buyer shall have the right to immediately terminate this Order without further compensation to Buyer, in addition to pursuing any other rights.

15.5. Material Safety Data Sheets ("MSDS"). Seller shall provide MSDS sheets, as required by law with each shipment or on Seller's website.