

## Purchase Order

### Terms and Conditions

- 1. CONTRACT TERMS:** This order (the “Order”), which is an offer to purchase, must be accepted on the terms herein contained. ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS HEREIN UNLESS SUCH TERMS AND CONDITIONS ARE MODIFIED BY A WRITTEN DOCUMENT THAT IS SIGNED BY CASEY INDUSTRIAL, INC. (“CASEY”). ACCEPTANCE OF THIS ORDER CONSTITUTES ACCEPTANCE OF CASEY'S TERMS AND CONDITIONS AS SET FORTH HEREIN. DELIVERY OF MATERIAL, OR PERFORMANCE OF WORK PURSUANT TO THIS ORDER, CONSTITUTES ACCEPTANCE OF CASEY’S TERMS AND CONDITIONS AS SET FORTH HEREIN.
- 2. DELIVERY DATE & QUANTITY.** Time is of the essence to this Order, and if delivery of Goods or rendering of services is not completed by the time specified in this Order, Casey reserves the right, in addition to its other rights and remedies, to terminate this Order as to items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller for any loss incurred. Termination by Casey under this Section 2 shall not give rise to any liability by Casey to Seller. Any such termination shall be in writing and shall be effective upon its delivery to Seller. The quantity set forth in this Order is net; no excess will be accepted. Unauthorized overages are returnable to Seller at Seller’s sole expense.
- 3. WARRANTIES.** Seller warrants to Casey that all goods and services furnished under this Order shall meet any specifications described in this Purchase Order (“Casey’s Specifications”) and the specifications and standards in Seller's sales literature (“Seller’s Specifications”). To the extent there is any conflict between Casey’s Specifications and Seller’s Specifications, the specifications that provide the higher performance standard shall govern. Additionally, Seller represents and warrants that all goods and services furnished under this Order shall be free from all defects in material and workmanship. Goods are warranted to be suitable for the purpose intended, whether that purpose has been expressed or may be reasonably implied. Services are warranted to conform with the standards of care appropriate to the nature of the services and shall be performed by personnel who are qualified and competent. All warranties shall run to Casey and each successive customer of Casey. Seller's Warranty shall remain in effect for twelve (12) months from initial operation of the Goods, or for eighteen (18) months from delivery of the Goods, whichever occurs first. Seller shall be liable to Casey and any successive customers of Casey for any and all damages, including but not limited to incidental and consequential damages, arising out of Seller's failure to comply with the terms of this Order, failure to meet the delivery times specified in this Order, or for breach of any of the warranties.
- 4. REJECTION.** Casey maintains the right to reject at no cost to Casey any goods and/or services that do not meet the requirements of this Order. No corrections to or replacement of defective goods or services shall be made by Seller unless agreed to in writing by Casey.
- 5. FREIGHT, PACKING AND SHIPPING.** Unless otherwise stipulated in this Order, the Goods shall be shipped Delivered at Place (DAP) (Incoterms 2010) Project Site. All Goods must be suitably packaged and prepared for shipment in a manner reasonably intended to effect safe arrival, to secure lowest transportation rates, and to comply with the carrier's regulations. No charge will be paid by Casey for packaging, crating or cartage unless stated in this Order. All shipments to be forwarded in one day via one route must be consolidated. Each container must be consecutively numbered and marked to show the Casey Order number. The container and Casey Order number must be clearly indicated on the bill of lading. Packing lists showing the Casey Order number must be included in each package shipped to Casey and with each carload shipment. Failure to abide by these instructions will result in rejection of Seller’s invoice.

6. **INVOICE AND PAYMENT.** Unless otherwise provided in this Order, no invoices shall be issued, nor payments required prior to delivery of the goods or performance of the services. Individual invoices must be issued for each shipment under this Order. Invoicing against this Order shall be made separately from all other orders and shall show the complete Order number. Invoices will be processed on net 30 days, unless a discount is provided, and paid within 40 days. Casey may require that Seller submit with each invoice a lien or claim waiver and affidavits from Seller for the goods delivered and/or the services completed. Such waivers may be made conditional upon payment and shall be in a form satisfactory to Casey.
7. **SELLER'S RESPONSIBILITIES.** If Seller's work under this Order involves operations by the Seller on Casey's premises or the premises of any project in which Casey is engaged to perform work, the commencement of work by Seller shall constitute Seller's acceptance of the premises in their existing condition. Seller shall comply with all federal, state and local laws, regulations and orders, and with Casey's safety and health rules. Seller shall take any and all other necessary precautions for safety and health. Seller shall be solely responsible for all materials, equipment, and work performed by itself, and its independent contractors, agents and employees. Seller shall pay to Casey the full amount of any loss or damage to any property of Casey or any other person's property for which Casey is responsible, if such loss or damage arises out of the negligence, fault or intentional misconduct of Seller or its independent contractors, agents or employees. Seller waives all claims of any type (including subrogation claims) against Casey for damages or losses suffered by Seller, or Seller's independent contractors, employees, or agents arising out of Seller's performance of this Order or the use of any material delivered under this Order.

Seller, at Seller's cost, shall defend and indemnify Casey and Casey's employees, officers and agents, and hold them harmless from and against any and all claims and liability of any type to any person (including, but not limited to, claims for injury or death to any employee, independent contractor, licensee or invitee of Casey or Seller) arising out of or in connection with the performance of this Order or goods delivered under this Order. Upon request of Casey, Seller shall, at its own expense, defend any and all such claims. This obligation to defend will arise whenever a person makes a claim, by filing suit or otherwise, which, if proven, could result in liability to Casey or Casey's employees, officers or agents, regardless of how frivolous the claim may be. Seller agrees to reimburse Casey for any and all necessary expenses, attorney's fees or costs incurred in the enforcement of this indemnity provision, together with interest thereon at the rate of ten (10) percent per annum from the date said expenses, attorney's fees or costs were incurred.

If Seller will be working on Casey's facilities or property or the facilities or property of any person for which Casey is performing work, Seller shall provide certificates of insurance for General Liability and worker's compensation coverage that is satisfactory to Casey. Seller or Seller's insurers shall provide to Casey written notice at least twenty (20) days before any cancellation, lapse or change in insurance coverage. If requested by Casey, Seller agrees to provide complete copies of all such required insurance policies.

To the extent that any provisions herein may include unenforceable obligations, it is expressly agreed that all other provisions herein shall remain enforceable. This indemnity provision is not meant to make any person a third-party beneficiary of this agreement, nor is it meant to create any rights in any person other than Casey and Seller.

Except in an emergency endangering life or property, no extra work shall be done, or changes made without a written "Outside Contractor Extra Work Order Authorization" from Casey. No claims for payments in addition to the amount specified herein shall be valid unless so ordered, in writing, by Casey.

8. **INDEPENDENT CONTRACTOR.** Seller is an independent contractor and not an officer, employee, agent or representative of Casey. Seller shall, at all times, represent and disclose that Seller is an independent contractor and shall not represent to any third party that Seller is an employee, agent, or representative of Casey.

9. **COMPLIANCE WITH LAW.** Seller warrants and agrees that in performing the services called for in this Order or in otherwise performing this Order, Seller shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the Fair Labor Standards Act, the Occupational Health and Safety Act, and Title VII of the 1964 Civil Rights Act as amended. In addition, all goods, supplies, materials, and equipment covered by this Order shall conform to and comply with all OSHA Regulations.
10. **ASSIGNMENT.** Assignment of this Order or any interest therein or any payments due or to become due thereunder without the prior written consent of Casey shall be void.
11. **DRAWINGS AND SPECIFICATIONS.** All drawings, specifications, or information provided by Casey, including, but not limited to, Casey's Specifications, are proprietary and shall be returned to Casey as soon as reasonably possible after the completion of this Order.
12. **CONFIDENTIALITY.** Seller shall treat as confidential all data and information furnished by or provided for Casey and designated by Casey as confidential, and Seller shall not divulge the same to third parties without Casey's prior written consent.
13. **WAIVER.** Any waiver by Casey of strict compliance with the terms and conditions of this Order shall not be construed as a waiver of the right to enforce the terms and conditions of this Order in the future or any subsequent order.
14. **CANCELLATION.** Casey reserves the right to terminate this Order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder and shall immediately cause any of its suppliers or contractors to cease such work. Seller shall be paid a reasonable termination charge which shall be calculated based on the percent of the Order price reflecting the percentage of the work performed and/or goods delivered prior to the notice of termination, plus actual direct costs resulting from termination. Seller shall not be paid for any work done, goods delivered, or costs incurred after receipt of the notice of termination.
15. **GOVERNING LAW.** This Order and agreement arising from it shall be governed by the laws of the state of Colorado.
16. **VENUE.** Venue for any legal proceedings arising out of this Order or the performance of this Order shall be solely in the state or federal courts located within the state of Colorado.
17. **CHANGES.** Casey shall have the right at any time to make changes in Casey's Specifications, the packaging, the time and place of delivery, and/or methods of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made, and this Order shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph.
18. **RISK OF LOSS.** If this Order involved work by Seller on Casey's material at Seller's workplace, risk of loss of the material or any part of the same shall pass to Seller upon delivery to Seller of such material or part thereof as specified in this Order. Seller shall maintain insurance covering Casey's material against fire, theft or other casualty while in Seller's possession.
19. **SEVERABILITY.** In the event any provision of this Order or the performance of any provision hereof is found to be illegal or unenforceable under the law as it is now or hereinafter in effect, the parties shall be excused from performance of such portion or portions of this Order as shall be found illegal or

unenforceable under the laws or regulations, all without affecting the validity of the remaining portion of this Order.

20. **ORDER OF PRECEDENCE.** Any conflict between or among the various documents comprising this Purchaser Order shall be resolved by giving precedence to the documents in the following descending order:

- a. Purchaser Order Requirements
- b. Purchase Order Terms and Conditions
- c. Purchase Order Exhibits and Attachments

21. **ATTACHMENTS.** The following attachments are an integral part of the Order: