

Exhibit A

GENERAL TERMS AND CONDITIONS FOR PURCHASE

1. ACCEPTANCE

- (a) THIS PURCHASE ORDER (THE "ORDER") IS PURCHASER'S OFFER TO SELLER AND DOES NOT CONSTITUTE AN ACCEPTANCE BY PURCHASER OF ANY OFFER TO SELL, QUOTATION OR PROPOSAL. ANY REFERENCE TO ANY SUCH OFFER TO SELL, QUOTATION OR PROPOSAL IS MADE A PART OF THIS ORDER ONLY TO THE EXTENT THAT IT SPECIFIES THE NATURE AND DESCRIPTION OF THE GOODS AND SERVICES ORDERED, AND THEN ONLY TO THE EXTENT SUCH AN INCLUSION DOES NOT CONFLICT WITH ANY OTHER TERMS OF THIS ORDER. THIS OFFER IS EXPRESSLY LIMITED TO AND MADE CONDITIONAL UPON ACCEPTANCE BY SELLER OF THE EXACT TERMS AND CONDITIONS SET FORTH HEREIN AND ANY AMENDMENTS, DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS EXCEPT AS PROVIDED ABOVE EXPRESSLY INCORPORATED BY REFERENCE.
- (b) SELLER'S COMMENCEMENT OF PERFORMANCE OF SERVICES (THE "SERVICES") OR SHIPMENT OF THE GOODS (THE "GOODS") OR ANY OTHER ACKNOWLEDGMENT OF THIS ORDER IN ANY OTHER FORM SHALL BE DEEMED TO BE ACCEPTANCE OF THIS ORDER UPON THE TERMS CONTAINED HEREIN. PURCHASER MAY IN ITS SOLE DISCRETION REJECT ANY SUCH ATTEMPTED ACCEPTANCE COMMUNICATING SUCH REJECTION TO SELLER PROMPTLY AFTER PURCHASER BECOMES AWARE OF SUCH ATTEMPTED ACCEPTANCE BY SELLER. AN ACKNOWLEDGMENT TO THIS ORDER CONTAINING ANY CONFLICTING OR ADDITIONAL TERMS TO THOSE CONTAINED HEREIN, WHETHER SUCH TERMS MATERIALLY ALTER THE ORDER OR NOT AND EVEN IF SELLER'S ACCEPTANCE IS EXPRESSLY CONDITIONED ON THE PURCHASER'S ACCEPTANCE OF SUCH CONFLICTING OR ADDITIONAL TERMS, SHALL CONSTITUTE AN ACCEPTANCE OF THIS ORDER EXCLUSIVELY UPON THE TERMS CONTAINED HEREIN. ANY CONFLICTING OR ADDITIONAL TERMS SO OFFERED ARE OBJECTED TO BY PURCHASER WITHOUT NEED OF FURTHER NOTICE OF OBJECTION AND ARE OF NO EFFECT AND THEY SHALL NOT BE, IN ANY CIRCUMSTANCE BINDING UPON THE PURCHASER UNLESS EXPRESSLY ACCEPTED BY THE PURCHASER IN WRITING.

2. PAYMENT

Payments shall become due and cash discount periods shall be determined from the date Purchaser receives an acceptable invoice or the date Purchaser accepts delivery of conforming Goods or Services at the destination, whichever is later. In the event complete performance of the Seller includes furnishing technical data such as indicated in Section 27, Acceptance Data Package Checklist, drawings, operation and maintenance manuals, etc., and/or the Goods or Services are subject to acceptance testing after installation or performance at the destination, the Purchaser may elect to withhold an appropriate amount of the total price of this Order until such time as all requirements are met.

3. SET OFF

Purchaser reserves the right at all times to set off any amount owed to the Purchaser or any of its affiliated companies by the Seller in connection with any transaction or occurrence against any amount owed to the Seller under this Order.

4. **TAXES**

Goods purchased on this Order qualify for tax exemption under the laws of the State of Florida. Any such sales or use tax, if applicable, shall be paid by the Purchaser.

Purchaser shall prepay and add all actual freight and transportation charges to the F.O.B. point of delivery designated on this Order, unless requested otherwise, and such freight charges shall not be stated on the invoice so as not to impose any tax burden upon the Purchaser.

5. **ASSIGNMENT**

Seller shall not assign the performance hereunder, or any interest herein, or any payment due or to become due hereunder without the prior written consent of the Purchaser.

6. **SHIPPING, PACKING, AND MARKING**

All Goods shall be identified, packaged and packed adequately to ensure undamaged delivery to the proper destination and subsequent short-term storage. All shipping documents and shipping containers shall be plainly marked with the complete shipping address, purchase order number, purchase order item number, appropriate Purchaser item-code, quantity and description of Goods and any other markings designated on the face of this Order. In addition, the shipping documents must indicate partial or complete shipment. All Goods including components and sub-assemblies shipped without shipping containers must be adequately protected from damage and tagged with all required information. Individual items are to be legibly and securely tagged with the appropriate Purchaser item-code with tags being firmly affixed. No charges for packing, carting, crating, marking, tagging or storage will be accepted by the Purchaser unless specifically stated herein.

Normal Purchaser Material Receiving Hours Are 7:30 A.M. to 4:00 P.M. Monday through Friday. Emergency or rush deliveries requiring delivery outside of the above hours can be authorized by contacting Material Receiving at (561) 354 -1181. Goods being shipped to locations other than Purchaser's Jupiter address must be coordinated individually.

7. **TITLE AND RISK OF LOSS OF GOODS**

(a) The Goods furnished hereunder shall become the property of the Purchaser upon delivery unless otherwise noted in this Order, provided, however, that the Purchaser or its assigns, within the period for which the Goods are guaranteed, may reject or revoke acceptance of any Goods which do not comply with the specifications attached hereto and made a part hereof or with the guarantees of the Seller and, if applicable, the manufacturer. Upon any such rejection or revocation of acceptance, the Seller shall, at Purchaser's option, either repair or replace such defective Goods or refund the total purchase price thereof and reimburse Purchaser's related freight and similar charges. In the event of failure by the Seller, the Purchaser may make such replacement and the cost and expense thereof shall be paid by and recoverable from the Seller.

(b) The Goods sold and furnished hereunder shall become the property of the Purchaser upon delivery at the F.O.B. Point of Delivery set forth in the Purchase Order, at which time title and risk of loss shall transfer to Purchaser.

8. **WARRANTY**

(a) Seller warrants and guarantees that all Goods and Services furnished hereunder shall conform in all respects with the terms of this Order, including but not limited to, any drawings, specifications, data sheets or other documents or standards attached hereto or incorporated herein by reference; that they are free of all defects in design (unless designed by the Purchaser or a third party under contract to Purchaser), materials, workmanship

and title; that they are suitable for the purposes for which they were designed (to the extent their design is the responsibility of the Seller, its agents or subcontractors), fabricated or manufactured and that they are suitable for such other purposes as stated herein; and that they will perform efficiently and satisfactorily under such conditions as may be described herein. This warranty is in addition to all statutory warranties and other warranties either express or implied including, but not limited to, those implied through course of dealing or usage of trade. Any attempted exclusion of such express or implied warranties, and any attempted limitation of Purchaser's remedies for breach thereof by the Seller shall be of no effect.

- (b) Purchaser shall give Seller notice of any defect or lack of conformity to requirements of this Order within a reasonable time after discovery. Seller shall promptly thereafter (without cost to Purchaser) either correct or replace such defective or non-conforming item or component thereof or reperform the Service, and correct or replace all appropriate drawings, procedures and manuals. If Seller fails to proceed with reasonable promptness to make any correction or replacement in accordance with the provisions of this paragraph, Purchaser reserves the right to cause such correction, reperformance or replacement to be made and Seller agrees to reimburse Purchaser for the cost incurred thereby. As mutually determined by Purchaser and Seller, Seller shall correct or replace the defective or non-conforming item or component, and be responsible for the cost of removal and replacement of materials and equipment as necessary to gain access for repair or replacement of such non-conforming item or component. Seller shall be responsible for all packing, crating, handling, or shipping costs associated with the repair or replacement of non-conforming or defective items or components.

At Purchaser's option, when repaired or replaced non-conforming items or components or reperformed Services fail to meet performance requirements or otherwise conform to the warranties set forth above, (i) the Seller may be required to make further repairs or replacements and/or reperform Services until the warranties set forth above are satisfied, or (ii) Purchaser may make such repairs or replacements or reperformance itself or contract with a third party to make such repairs or replacements or reperformance, and Seller shall promptly reimburse Purchaser for any costs and expenses incurred by Purchaser in effecting such repairs or replacements or reperformance.

The warranty with respect to corrected or replaced items or components thereof or reperformed Services shall be one (1) year from the time of repair or replacement or reperformance or one (1) year from use of the Goods in commercial operation, whichever occurs later.

- (b) The above warranty shall remain in effect for a period of twelve (12) months after delivery of the Goods or, in the case of Services, one (1) year after performance. This warranty period extends to all Goods and Services furnished whether manufactured or performed by the Seller or not. All provisions of this warranty shall inure to the Purchaser and to the Purchaser's assigns and successors in interest.
- (c) Unless expressly required by the terms of this Order, no portion of the Goods or Services (including without limitation paint, lubricant, or packing) will contain or include lead or asbestos or any material which is or may be harmful, toxic, or hazardous to persons.

9. INSPECTION, TESTING AND EXPEDITING

- (a) Goods and Services to be furnished hereunder are subject to inspection, testing and expediting at all times and in all places, including the premises of the Seller and its suppliers (regardless of tier). Such inspection, testing, and expediting may take place at any stage of manufacture and maybe performed or required by the Purchaser, or Purchaser's independent engineer. The exercise, or failure to exercise, rights to inspect, test or expedite by the Purchaser or such other person or any comments, direction or approvals given thereunder shall not relieve the Seller of its obligation to provide Goods and Services in strict conformance with all the terms herein.

- (b) If inspection and testing are to be performed on the Seller's, or its suppliers' premises, Seller shall furnish, at no additional charge, all reasonable facilities and assistance required by the Purchaser's representatives to perform their duties safely and effectively. In such cases, hold points for inspections and testing will be established and the Seller shall be responsible for notifying the Purchaser at least ten (10) days in advance of all established inspection and test dates. Failure of the Purchaser to respond with less than ten (10) days prior notice shall not constitute grounds for relief from the required shipping or delivery dates specified herein. Failure of the Seller to be in all aspects ready for inspection or testing on the date(s) notified together with failure to notify the Purchaser in time to avoid incurring costs such as travel for its representatives shall constitute grounds for recovery of all such costs by the Purchaser from the Seller.
- (c) All Goods and Services shall be subject to Purchaser's receiving inspection upon arrival at the destination. Acceptance of Seller's tender of delivery, with or without Purchaser's having inspected the Goods or the Services, shall not relieve Seller of the obligation to furnish Goods and Services which meet the requirements of this Order.

10. IDENTIFIED GOODS: SECURITY CONTRACT

- (a) All materials which Seller obtains for incorporation into the Goods, and all portions of the Goods whether or not completed, shall at all times be clearly marked and identified in a manner satisfactory to Purchaser as being Goods which are to be sold to Purchaser under this Order (the "Identified Goods") and as being subject to Purchaser's special property interest and its security interest, and Purchaser shall have access to Seller's premises at any time to verify Seller's compliance with this Section 10.
- (b) Seller hereby grants to Purchaser a security interest in the Identified Goods to secure Seller's performance under this Order and to secure Purchaser's special property interest in the Identified Goods, and Seller shall promptly execute and deliver to Purchaser, financing statements and other documents which Purchaser deems necessary or desirable to protect Purchaser's security interest, whether by filing or recording or otherwise.
- (c) Seller shall at all times protect the Identified Goods from fire, theft, vandalism, weather damage, or other loss or damage, and Seller shall insure the Identified Goods for full value against all loss or damage from fire, theft, vandalism, weather damage, and any other cause with insurance policies issued by insurers satisfactory to Purchaser, and Purchaser shall be named as a loss payee on said policies. Such insurance shall be primary without right of contribution from any other insurance which Purchaser may carry. Seller shall provide Purchaser with the insurers' Certificates of Insurance evidencing such coverage and stating that the insurance can be canceled only upon giving 30 days prior notice to all interested parties.
- (d) In the event of Seller's default under this Order, Purchaser shall have all rights of a secured party under the Uniform Commercial Code and other laws, in addition to all rights under this Order.

11. TERMINATION

This Order may be terminated by the Purchaser without liability except for Goods and Services previously delivered and accepted if the Seller institutes or becomes the subject of any proceedings under the laws of bankruptcy or insolvency, or if a receiver is appointed for, or applied for by the Seller, or if an assignment for the benefit of creditors is made by Seller.

12. TERMINATION FOR CONVENIENCE

- 12.1 In addition to Purchaser's rights to terminate pursuant to Section 11, TERMINATION, upon Notice to Seller, Purchaser may at its sole discretion and without prejudice to any other right or remedy, terminate

the whole or any part of this Order for its convenience. Such termination shall be effective in the manner specified in the Notice. Should Purchaser elect to terminate this Order under this Section 12, complete settlement of all claims of Seller arising thereunder shall be made as follows:

- 12.1.1 Purchaser shall compensate Seller for such Services performed after the date Notice is given only as approved in advance by Purchaser.
- 12.1.2 Purchaser shall pay Seller for that portion of the Service actually completed in accordance with the terms of this Order.
- 12.1.3 Such payment shall be Purchaser's sole obligation and Seller's exclusive remedy for termination for convenience.
- 12.2 In the event of termination for convenience by Purchaser, Seller shall:
 - 12.2.1 Immediately stop all Service hereunder;
 - 12.2.2 Issue no further subcontracts or purchase orders except with the prior written consent of Purchaser;
 - 12.2.3 Assign to Purchaser, to the extent requested by Purchaser, all rights of Seller under subcontracts or purchase orders outstanding
 - 12.2.4 Terminate, to the extent requested by Purchaser, outstanding subcontracts or purchase orders;
 - 12.2.5 Fully cooperate and refrain from hindering or interfering in any manner with any other persons or parties currently or prospectively performing r related to the Project;
 - 12.2.6 Take any other action toward termination, or toward preservation of the Service, that Purchaser may direct;
 - 12.2.7 Exercise best efforts to minimize cost or expenses arising out of termination; and
 - 12.2.8 Maintain books and records supporting all costs charged to the termination.
- 12.3 Prior to final settlement, Seller shall furnish a complete general release of all claims by Seller against Purchaser.

13. **DELAYS & NOTICE OF DELAYS**

- (a) All shipping, performance or delivery dates herein are firm, and time is of the essence of this Order.
- (b) Whenever any actual or potential cause delays or threatens to delay the performance of the Service hereunder or the delivery of any Goods hereunder, Seller shall immediately notify Purchaser in writing. Such notice shall include all relevant information concerning such delay. Seller shall also advise the Purchaser of the actual or potential effect of the delay on the schedule of Service and delivery of the Goods and measures being taken to remove the cause of the delay and reduce or eliminate its effect on the delivery of the Goods or the performance of Service.
- (c) Whenever Seller has knowledge of any actual or potential labor dispute delaying or threatening to delay the timely performance of this Order, Seller shall immediately give Purchaser notice thereof in writing including all relevant information thereto, including, but not limited to, the cause of dispute, schedules for negotiations of dispute, and progress made in settlement of dispute.
- (d) If Seller, for any reason whatsoever, fails to ship or deliver Goods or Services within the times specified herein, Purchaser may terminate this Order or any part hereof without liability except for Goods or Services previously provided and accepted. If at any time reasonable grounds for insecurity arise regarding the Seller's performance of this Order in accordance with its terms and the Purchaser notifies the Seller of its concern, the Seller must provide adequate assurance of due performance within ten (10) days after receipt of such notice. If adequate assurance is not provided within the prescribed period, Purchaser may terminate this Order or any part hereof without liability except for Goods or Services previously provided and accepted.
- (e) Seller shall be liable to Purchaser (1) for damages for non-delivery, including, but not limited to, the excess cost of cover over the Order price, for any portion of this Order terminated by the Purchaser as a result of actual or potential delays or (2) for damages due to late delivery unless the Purchaser, in its discretion provides written relief from timely delivery due to conditions beyond the reasonable control and without the negligence

of the Seller such as Acts of God, the Government, or a public enemy, strikes other than those which could have been reasonably anticipated by the Seller and which are specific to Seller or Seller's facilities, floods, fires, epidemics, quarantine, freight embargoes or unusually severe weather. Any such excused delay shall extend the shipping or delivery dates, if the Purchaser has not terminated this Order, by a period equal to the exact duration of the delay.

14. CHANGES AND SUSPENSION

The general scope of this Order may be changed at any time before complete delivery is made by written notice from the Purchaser's procurement group. Performance of all or any part of this Order may be suspended for a period necessary or desirable to the Purchaser upon notice from the Purchaser's procurement group. If changes or suspensions cause a material increase or decrease in the cost, or time required to perform the Service or supply the Goods, or both, the Seller shall notify the Purchaser in writing, within thirty (30) days of receipt of notice from Purchaser of such change or suspension, of any claims for adjustment to price or shipping or delivery dates or both. No such adjustment or any other change to the terms of this Order is authorized except by written amendment to this Order executed by both parties. Seller shall proceed with the supply of Goods and performance of Service as changed without interruption while the cost and scheduling of such changes are negotiated.

15. GENERAL INDEMNITY

15.1 Indemnity. To the fullest extent permitted by Law, Seller shall protect, defend (by counsel reasonably acceptable to the Indemnitee), indemnify and hold Purchaser, and the affiliates, employees, directors and officers of each of them (collectively "Indemnitees"), free and harmless from all losses, claims, liabilities, liens, demands and causes of action and costs thereof including, without limitation, judgments, penalties, interest, court costs and legal fees incurred by Indemnitees, or any of them, on account of (i) claims, liens, demands, debts, personal injuries, death, damage to property (including property of Indemnitees) and all other claims to the extent caused by the negligent acts or omissions or willful misconduct of Seller or any of its subcontractors, vendors, officers, employees, directors or agents, or the failure of any of them to observe any applicable Law or (ii) the failure of Seller to comply with any of the terms or provisions of this Order; provided that in the event of the contributory negligence or willful misconduct of an Indemnitee, concepts of comparative negligence shall apply to apportion liability.

15.2 Limitation. The indemnification provided in Section 15.1 shall not extend to liability to the extent caused by the sole negligence or willful misconduct of the Indemnitee seeking indemnification.

15.3 Employee Claims. In connection with any claim by an Indemnitee against the Seller or any of its subcontractors or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation stated in Section 15.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Seller or any of its subcontractors or vendors under any applicable workers' compensation Law, disability Law, or other employee benefit Law.

15.4 Taxes. Seller shall defend, indemnify and hold harmless each Indemnitee from and against all claims by any governmental or taxing authority claiming taxes for which Seller is responsible under this Order, including taxes based on gross receipts or on income of Seller or any of its subcontractors or vendors, or any of their respective agents or employees with respect to any payment for the Service made to or earned by Seller or any of its subcontractors or vendors, or any of their respective agents or employees under this Order.

15.5 Patent, Copyright Indemnity. Except with respect to any process, invention, technology or other intellectual property specifically designated or required by Purchaser to be incorporated into the Service, Seller shall indemnify, defend (by counsel reasonably acceptable to the Indemnitee), and hold harmless each Indemnitee, free and harmless from all losses, claims, liens, demands and causes of action of any kind and costs thereof, including judgments, penalties, interest, court costs and legal fees incurred by or assessed against any Indemnitee,

on account of any claim of infringement of any patent, copyrighted or uncopyrighted Service, secret process, trade secret, unpatented invention, or other intellectual property right used by Seller in Seller's performance under this Order. In addition, and in all such cases where the continued use of any item for the purpose intended is forbidden by any court of competent jurisdiction, Seller shall at its option and expense either (i) procure for Purchaser, or reimburse Purchaser for procuring, the right to continue using the infringing item, (ii) modify, or cause the modification of, the infringing item so that it becomes non-infringing, or (iii) replace, or cause the replacement of, the infringing item with a non-infringing item; provided that in no such case shall Seller take any action which materially adversely affects Purchaser's continued use and deployment of the item without the prior written consent of Purchaser. As regards intellectual property specifically designated or required by Purchaser to be incorporated into the Service, the Purchaser's obligation to the Seller shall be *pari passu* to that owed by the Seller to the Indemnified Parties.

16. CONFIDENTIAL INFORMATION

"Confidential Information" means information provided under this Order to further the Goods and Services, which the Parties reasonably believe to be confidential, proprietary or legally privileged. Confidential Information must be marked in a fashion to alert a reasonable individual to its privileged, proprietary or confidential status. All copies, summaries, diagrams, notes, calculations, recommendations, evaluations, opinions, reports and/or conclusions or other similar materials prepared from or based upon the Confidential Information will also be considered Confidential Information. Confidential Information may be transmitted in electronic, written, visual, verbal or audio form and the markings must be applied in a fashion consistent with generally accepted practices related to the transmission method used. Confidential Information will not include information which: a) was rightfully in the possession or was rightfully know to the other party without disclosure restrictions prior to its receipt from the disclosing party, b) is or becomes a public document or general knowledge by acts other than those of the receiving party, or c) is developed by or for a party independent of, and without reference to, the Confidential Information. Confidential Information will not be deemed to be in the public domain merely because any part of such information is embodied in general disclosures by a party or because individual features, components or combinations are now or become known to the public. Further, since the Parties are working together on the Goods and Services, it is their intent that any legally privileged Confidential Information which is disclosed between the Parties does not lose its legally privileged status.

Unless otherwise agreed to in writing by one of the other party's authorized officers, Confidential Information provided by a party must: a) be used solely for the purpose of the Goods and Services; b) not be used in any way adverse to or in competition with the party disclosing or its affiliates; c) be restricted to only those individuals within its own organization or who have been retained by that party specifically for providing Services pertaining to the Goods and Services and who have been informed of, and agree to abide by, the terms and conditions of this Order; d) be held in strict confidence by the receiving party and not be disclosed to any third party at any time without the prior written consent of the other party; and e) be immediately returned or destroyed (as certified by a company officer) upon completion of the Goods and Services. With regard to the obligation set forth in subsection e) above, a party may keep for its confidential files one copy of summaries, diagrams, notes, calculations, recommendations, evaluations, opinions, reports and/or conclusions or other similar materials which that party generated in the course of providing Services relating to the Goods and Services. If the release of the Confidential Information is pursuant to a requirement imposed by a governmental or judicial body of competent jurisdiction (in which case the party receiving the mandate will immediately inform the other party), the receiving party will immediately notify the other party and the Parties will reasonably cooperate with each other in the exercise of any applicable rights to oppose the disclosure of the Confidential Information to the requester.

Seller agrees to retain in strict confidence and not to use (except in connection with the performance of this Order) or disclose any technical or economic information which is furnished by the Purchaser, without the prior written consent of the Purchaser. Seller shall not distribute any such information to any employee who does not have a need to know such information in order for Seller to perform this Order. Seller shall make no public or trade announcement or release of information concerning this Purchase Order unless such release has been submitted to and approved in writing by Purchaser.

With respect to any data gathered by Seller pursuant to this Purchase Order on behalf of Purchaser, such data shall be Confidential Information of Purchaser, and shall be used by Seller only to the extent necessary to complete Seller's obligations under this Purchase Order. Purchaser's intellectual property rights with respect to data gathered in performance of this Purchase Order shall be exclusive, and Seller shall not use such data for the benefit of itself or a third party without the prior written consent of Purchaser.

17. COMPLIANCE WITH SPECIFICATIONS

All materials and equipment furnished hereunder shall be of a grade equal to or better than that called for herein, and unless specifically stated, shall be new. Where this order specifies a specific manufacturer, Purchaser approved process, part number, catalog number, etc., no substitutions shall be made without Purchaser's prior written approval.

Purchaser's specification(s) may reference any of the following standards; American National Standards Institute ("ANSI"), Aerospace Materials Specification ("AMS"), American Standards of Testing and Material ("ASTM") or American Welding Society ("AWS") (each independently or collectively "Standards"). Seller shall perform the Service in accordance with the latest Purchaser specified Standard published at time of award of Order unless otherwise directed by this Order or drawing.

18. INTELLECTUAL PROPERTY

It is a formal policy of Purchaser to respect the legitimate intellectual property rights of all third parties. Purchaser strives to adhere to and obey all patent, trademark, copyright and trade secret laws. Purchaser does not and shall not knowingly engage in the infringement, violation or misappropriation of the intellectual property of any entity.

Purchaser expects that its customers, vendors and business partners will conduct themselves in similar fashion. Nothing herein shall be construed as a request for information protected by any intellectual property right of any other entity. Nothing herein shall be construed as an inducement for any party to infringe or violate any legitimate intellectual property right. By entering into this Order, Seller agrees to abide by all applicable intellectual property laws and to respect the legitimate intellectual property rights of all third parties. In the event Seller is under any obligation with respect to any third party that would be violated by this Order, Seller is to contact Purchaser immediately so that corrective action may be taken. Failure to comply with this obligation may constitute a material breach of this Order.

Should Seller or its employees, officers, agents, subcontractors of any tier, or anyone of a like nature originate or develop any writings, trade secret, discovery, improvement, idea, formula, process, procedures or invention (collectively "Invention") in performance of the Service under this Order, such Invention, whether or not patentable and whether or not reduced to practice, shall be disclosed to and shall be the property of Purchaser; and Seller hereby assigns to Purchaser all of its right, title, and interest in such Invention and agrees to aid and assist Purchaser in order that Purchaser or its nominee properly can prepare and present all applications for copyrights or Letters Patent thereof, can secure such copyright or Letters Patents wherever possible, as well as reissues, renewals, and extension thereof, and can obtain the record title to such copyright or patents so that Purchaser or its nominee shall be the sole and absolute owner thereof in all countries in which it may desire to have copyright or patent protection. It is understood and agreed that Seller shall not be entitled to any additional or special compensation or reimbursement in regard to any and all such writings, inventions, improvements, processes, systems, procedures and techniques, provided; however, that it is understood and agreed that Purchaser shall bear all expenses relating to the preparation, nomination, securing, renewing, extending, obtaining copyright or patent protection, including compensation for Seller's aid and assistance therewith.

19. COMPLIANCE WITH LAWS

- (a) Seller shall perform all Service in accordance all applicable codes, laws, rules, regulations, orders and standards of federal, state, regional, local and municipal governmental agencies, and all standards, rules, regulations and orders issued by such agencies.
- (b) If Seller observes that any part of this Order is at variance with this Section 19, in any respect, it shall immediately notify Purchaser in writing and any necessary changes shall be made by Purchase Order change. If Seller performs any Service contrary to law, Seller shall assume full responsibility therefore and shall bear all costs attributable thereto.
- (c) Seller shall, at its own expense, defend, indemnify and save harmless Purchaser from and against all liability, loss or damages (including attorneys' fees and other defense costs) assessed against or suffered by Purchaser as a result of an allegation or claim of noncompliance by Seller with this Section 19.
- (d) Seller acknowledges that the sole responsibility for compliance with the foregoing laws rests with Seller and warrants that each and every chemical substance constituting or contained in the product sold or otherwise transferred to the Purchaser under this Purchase Order is in compliance with the Toxic Substances Control Act and other applicable federal, state and local laws and regulations.
 - (i) Seller is required to furnish two (2) copies of MSDS documents for all applicable items on this Order, pursuant to the code of federal regulations (29CFR 1910 1200). Documents must include Purchase Order number and "Ship To Address". Payment will not be released until these documents have been received at both locations.
 - (1) One copy of MSDS documents must accompany shipment (shipment will not be received without documents).
 - (2) One copy of MSDS document must be mailed to the "Correspondence Address" shown on the Order.

20. PROTECTION OF PROPERTY

Seller shall take all actions reasonable necessary to limit damage to real and personal property at Sellers site from damage as a result of its performance of the Service hereunder. In the event that such property is damaged or destroyed by Seller, its subvendors, or their agents or employees, in the course of the performance of the Service hereunder, Seller shall, at its own expense, rebuild, restore or replace such damaged or destroyed property, provided that seller shall not bear such expenses if such property damage is the result of subsurface conditions of which seller had no knowledge or would not have been expected to discover prior to such damage in the exercise of reasonable care.

21. INSURANCE

21.1 Without limiting Seller's liability under this Order, Seller shall maintain in full force and effect during the term of this Order (and for the longer term described in clause (e) below), at its sole cost and expense, with insurance companies having a Best's Insurance Guide rating of "A-/IX" or better (or otherwise satisfactory to Purchaser), the insurance described below, with coverage at levels normal in the ordinary course of its business, but at levels no less than the minimums indicated, and shall provide to Purchaser certificates evidencing such coverages, or, if requested by Purchaser, copies of applicable policies:

- (a) Commercial general liability insurance, applicable solely to Seller's operations under this Agreement, on an "occurrence basis," including the operations of subcontractors of any tier, including bodily injury, property

damage, independent contractors liability, products/completed operations, contractual liability and personal injury liability with a limit of \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. For two (2) years following the completion of the Project, Seller shall maintain products/completed operations insurance applicable to its operations under this Agreement including the completed operations of its subcontractors of any tier.

- (b) business automobile liability insurance covering owned, non-owned and hired automobiles for a limit of \$1,000,000 each accident.
- (c) workers' compensation insurance with statutory limits and employers liability insurance with limits of not less than \$1,000,000.
- (d) umbrella/excess liability coverage providing excess general liability, automobile liability and employers liability with a limit of \$5,000,000 each occurrence, over and above the limits shown in Paragraphs 21.1(a), 21.1(b), and 21.1(c) and an annual aggregate limit of \$5,000,000.
- (e) professional liability insurance with limits of \$6,000,000 per occurrence for liability arising out of any negligent act, error, mistake or omission resulting from Seller's design and engineering Services. Such coverage shall remain in effect for not less than three years following Completion of this Order and it being understood that, in the event Service is determined to be defective and/or contains an error, mistake or omission, for which Seller is found to be liable, insurance coverage under section 21.1(e) will be provided as required under the terms and conditions of this contract.
- (f) In the event any of the above insurance coverage limits are exhausted, Seller shall immediately replace, replenish or extend the coverage. Failure or inability of the Seller to restore insurance coverage to the specified limits shall be grounds for termination in accordance with Section 10.

21.2 Policies. The insurance policies required by Section 21.1 shall be endorsed to provide that:

- (a) All insureds and additional insured be given thirty (30) Days' advance notice of cancellation, non-renewal or material change.
- (b) for insurance required in clauses (a), (b) and (d) of Section 21.1, Purchaser and each of its constituent partners, employees, directors, officers, agents and representatives are to the extent of Seller's obligations hereunder additional insureds, by endorsement in a form satisfactory to Purchaser as Seller shall provide, and such coverage is primary to any insurance carried by the additional insureds.
- (c) there is a waiver of subrogation clause on each of the policies described in (a), (b), (c) and (d) of Section 21.1 in favor of Purchaser, and each of its constituent partners, employees, directors, officers, agents and representatives.
- (d) coverage for the benefit of the Additional Insureds shall not be affected by any act or omission of Seller.
- (e) No payments shall be due from Purchaser to Seller under this Order at any time when Seller is not in full compliance with this Section 21.

21.3 Certificates, Copies. On the Effective Date, and on each date as of which a change of insurance coverage (including a renewal) required under this Section 21 is made, Seller shall provide to Purchaser a certificate of insurance evidencing the coverage required under this Section 21.

22. **GOVERNING LAW**

The agreement or sale resulting from acceptance of this Order shall be governed by and construed in accordance with the internal laws of the State of Florida, without regard for choice of law considerations. Seller specifically consents to non-exclusive jurisdiction and venue in Palm Beach County, Florida. The parties also agree that the 1980 United Nations Convention on Contracts for the international sale of goods shall not apply to this Order.

23. **REMEDIES**

In addition to Purchaser's remedies expressly provided for herein, Purchaser reserves the right to all other remedies available at law and in equity in the event of Seller's breach of any provisions of this Order. Seller will reimburse Purchaser for all costs and expenses, including reasonable attorney fees which Purchaser incurs in enforcing the provisions of this Order.

24. **DISPUTE RESOLUTION**

In the event a dispute arises between Seller and Purchaser regarding the application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly declare a dispute by notifying the other Party to this Agreement of the dispute within thirty (30) days after such dispute arises. If the Parties shall have failed to resolve the dispute within sixty (60) days after such dispute is declared, each Party shall appoint a representative who shall have full authority to negotiate a settlement. If within ninety (90) days of their appointments such representatives fail to resolve the dispute to their mutual satisfaction after a Part faith effort at resolution, either Party may request that the dispute be resolved by binding arbitration under the applicable Arbitration Rules of the American Arbitration Association. The place of the arbitration shall be Washington, D.C. and the proceedings shall be conducted in English.

25. **NON-CONFORMANCE REPORT**

When you have a nonconformance associated with the Service authorized on this Purchase Order a copy of Purchaser's Non-Conformance Report ("NCR") must be submitted. This form is required in order to authorize said deviation and maintain accurate records for parts. The NCR is to be promptly filled out, signed by your company representative, and faxed to Purchaser's Quality Manager for approval. A Purchaser representative will complete the disposition section. **Any part with a NCR(s) and Purchaser approval to ship with conforming parts shall have the NCR referenced in or a NCR copy included in the Acceptance Data Package.** Original NCR's will be kept on file with Purchaser. Seller is required to keep a logbook of NCR's written to insure all are recognized and closed in a timely manner.

26. **DRAWINGS-WARNING**

Purchaser has provided final product drawing(s) via transmitted prints or electronic IGES or DXF files. These drawings/documents are the property of Purchaser. Recipients may not use, copy or disclose these documents or any information in it, for any purpose, without Purchaser's written permission. Possession, use, copying or disclosure by anyone without Purchaser's express written permission is not authorized and may result in criminal and/or civil liability. **All paper copies and electronic media are to be returned to Purchaser's Documentation Manager upon completion of the project/or Service.**

27. **ACCEPTANCE DATA PACKAGE CHECKLIST**

The Acceptance Data Package (“ADP”) check off list (when provided) identifies information required for submittal for final acceptance. **This information is required before the final invoice can be processed and should be returned to Purchaser’s Quality Manager on or before shipment of the Goods.**

28. **DIMENSIONAL INSPECTION**

Dimensional Inspection Records are required in accordance with the Dimensional Inspection Data Sheet when provided with this Purchase Order **and should be returned to Purchaser’s Quality Manager on or before shipment of the Goods.**

29. **SERIAL NUMBERS**

When the Acceptance Data Package Checklist requires a Serialization Number List, it will be provided electronically to Seller indicating the format to be used. **Seller, if a raw material supplier, will report actual serial numbers assigned to each Seller-manufactured part and provide the completed Serialization Number List electronically to Purchaser as part of the Acceptance Data Package submittal.** Serial numbers shall use the next available sequential number following the format provided by Purchaser. Any questions pertaining to serial number usage or the Serialization Number List should be directed to **Purchaser’s Configuration Manager.**

When Purchaser provides serialized items to Seller, Seller shall report the serial numbers of all items received. Seller must maintain a listing of current status for each unique part by serial number while in their possession.

30. **DOCUMENTATION**

All applicable documentation submittals as referenced in this Order and these Terms and Conditions must be submitted by Seller on or before shipment of Goods. ALL DOCUMENTATION SUBMITTALS (NONCONFORMANCE REPORTS, ACCEPTANCE DATA PACKAGE, SERIALIZATION REPORTING AND ETC.) ARE PREFERRED IN ELECTRONIC FORMAT.

All applicable documentation associated with this Purchase Order shall be retained by Seller, at Sellers premises, for a period not less than seven (7) years.

31. **APPROVAL OF SUBCONTRACTORS**

- (a) Nothing contained in this Agreement shall create any contractual relationship between Purchaser and any subcontractor. In awarding any contract to a subcontractor or supplier, Seller shall give due consideration to the Purchaser's preferences, if any, among potential subcontractors or Sellers recognizing Purchaser's interest in securing the highest quality design and Services and equipment of good quality.
- (b) Seller shall not subcontract more than forty (40) percent of the Purchase Order value without first obtaining Purchasers authorization.
- (c) When requested by Purchaser, Seller shall submit a list of the potential subcontractors proposed for all portions of the Service. Purchaser shall notify Seller of any objection or non-acceptance of any potential subcontractor at any time. Seller shall then take immediate steps to replace such subcontractor with an acceptable subcontractor. The

rejection or approval by the Purchaser of any subcontractor or the termination of a subcontractor shall not relieve Seller of any of its responsibilities under the Agreement, nor be the basis for additional charges to the Purchaser.

- (d) Seller shall not contract with any subcontractor disallowed by Purchaser. Seller shall not be required to contract with any subcontractor against whom Seller has a reasonable objection.
- (e) Seller shall not make any substitution for any subcontractor who has been accepted by Purchaser unless the substitution is accepted in writing by Purchaser.
- (f) Seller shall not make any substitution for any subcontractor who has been accepted by Purchaser to perform Service included in an approved fixed process unless the substitution is accepted in writing by Purchaser. Said acceptance may require re-approval of the fixed process and shall not be the basis for additional charges to the Purchaser.

32. SUBCONTRACTUAL RELATIONS

All Service performed for Supplier by a subcontractor shall be pursuant to an appropriate agreement between Supplier and subcontractor which agreement shall:

- (a) Preserve and protect the rights of Purchaser under this Agreement with respect to the Service to be performed under the subcontract so that the subcontracting hereof will not prejudice such rights;
- (b) Obligate each subcontractor specifically to consent to the applicable provisions of this Agreement.

