

## L&W SUPPLY CORPORATION PURCHASE AGREEMENT TERMS & CONDITIONS OF SALE

1. Any purchase made on credit requires that Buyer have on file with L&W Supply Corporation, ('L&W Supply') an approved Credit Application. Buyer further confirms Buyer's consent to L&W Supply's Credit Agreement, the terms and conditions of which have been read by Buyer and are incorporated by reference herein.
2. L&W Supply acknowledges and accepts Buyer's order, L&W Supply's acknowledgment and acceptance is expressly conditioned upon Buyer's acceptance of the terms and conditions herein. No terms or conditions other than those stated herein, whether contained in Buyer's purchase order, shipping release, or elsewhere, and no written or oral agreement that purports to vary these terms and conditions shall be binding upon L&W Supply unless hereafter set forth in a writing signed by L&W Supply's authorized representative. All negotiations, proposals and representations are merged herein, and this writing constitutes the complete and exclusive statement of the terms and conditions of this Purchase Agreement between Buyer and L&W Supply. In the event Buyer fails to accept this Purchase Agreement in writing, Buyer's consent to the terms and conditions herein shall be conclusively presumed, either from Buyer's failure to object in ten days in writing or from Buyer's acceptance or use of the material delivered hereunder.
3. In any case, in which L&W Supply makes delivery, Buyer hereby agrees to pay L&W Supply's customary shipping charges. Delivery shall be made at the project site or other place of delivery adjacent to the closest public right of way. The risk of loss shall pass to Buyer upon delivery of the goods should Buyer not be present to accept delivery. Buyer hereby authorizes L&W Supply to unload the goods and leave them at the delivery destination. Buyer shall release L&W Supply and shall indemnify and hold harmless L&W Supply from and against any and all claims demands, actions, causes of action, cost, expenses, and attorney's fees arising out of or in connection with any and all injury including death, to any person or persons (whether third parties or agents, servants, or employees of Buyer), any and all damages to or loss of any property (whether belonging to Buyer or a third party), and any and all other damages recognized at law or in equity caused in whole or in part by or in any way related to the delivery of goods onto the project site, whenever such delivery is made in accordance with or pursuant to Buyer's instructions.
4. Buyer shall have the right to inspect the goods upon arrival. Buyer's inspection rights shall expire 24 hours after the arrival of the goods at the delivery destination. A failure to make inspection within that time shall waive notice of any defect which reasonable inspection would have revealed. A rejection of the goods by Buyer shall not be effective unless it is made and written notice thereof is given to L&W Supply within 5 calendar days of delivery.
5. L&W Supply shall have the right, without prejudice to any, other rights, to suspend further deliveries of any items purchased if Buyer defaults in payment of any amounts due, or whenever L&W Supply may deem itself insecure as to Buyer's performance, until Buyer remedies such default or provides adequate assurance to L&W Supply of Buyer's ability to perform.
6. Unless otherwise provided by law, L&W Supply may require Buyer to pay or to reimburse L&W Supply for any tax (except income tax) which now or hereafter may be imposed by any taxing authority with respect to the items purchased or the sale, purchase, manufacture, delivery or use thereof.
7. L&W Supply reserves the right to discontinue, without liability hereunder, deliveries of any merchandise, the manufacture, use and/or sale of which in the opinion of L&W Supply would infringe any patent now or hereafter issued and under which L&W Supply is not licensed.
8. Where Buyer requires tests or inspection not regularly provided by L&W Supply, L&W Supply may charge Buyer for the actual cost of such test or inspections.
9. An order may be terminated by Buyer before completion only with L&W Supply's written consent, in which event Buyer shall pay to L&W Supply:
  - (a.) The contract price for all products, which shall have been delivered or completed prior to receipt of notice of termination.
  - (b.) All actual costs incurred by L&W Supply in connection with the uncompleted portion of the order.
  - (c.) Cancellation charges, if any, of L&W Supply because of its commitments, made under the order.
10. Buyer shall not hold L&W Supply responsible for any delay caused in whole or in part by circumstances beyond L&W Supply's reasonable control, including but not limited to, force majeure, fires, or accidents; strikes or other differences with workmen: war (whether declared or undeclared), riots, or embargoes; delays by carriers; delays in shipment or receipt of materials from suppliers; or any legislative, administrative or executive law, order, or requisition of the federal or any state or local government or any subdivision, department, agency, officer or official thereof. L&W Supply shall not be liable in any event for any special, incidental, or consequential damages caused by L&W Supply's failure or delay in performance or delivery due to any cause whatsoever, if L&W Supply is unable, due to any cause beyond L&W Supply's control, to supply Buyer's total demand for products. L&W Supply may allocate its available supply among L&W Supply's customers, including L&W Supply's branches and affiliates, in any manner L&W Supply deems reasonable.
11. L&W Supply shall assign or transfer to Buyer any assignable or transferable manufacturer's warranties, if any, applicable to this purchase, in lieu of all other warranties, express or implied. L&W Supply MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. There is no warranty that extends beyond the description on the face of this Purchase Agreement.
12. L&W Supply shall not be liable under any circumstances for consequential or incidental damages arising out of, or in connection with, this Purchase Agreement. The liability of L&W Supply is limited to repayment of the purchase price of items not conforming to the description on the face hereof upon return of the items. This remedy is the exclusive remedy of Buyer under this Purchase Agreement. L&W Supply shall not be liable for any damages attributable to product abuse, misuse, neglect or any other cause, which is not the fault of L&W Supply.
13. Buyer agrees to indemnify and hold harmless L&W Supply from and against any and all claims, demands, actions, causes of action, costs, expenses, and attorney's fees arising out of or in connection with any and all injury, including death, to any person or persons (whether third parties or agents, servants or employees of Buyer), any and all damages to or loss of any property (whether belonging to Buyer or to a third party), and any and all other damages recognized at law or in equity, caused by or resulting from in whole or in part, any act(s) or omission(s), negligent or otherwise, of Buyer, or any of Buyer's agents, servants, employees, subcontractors or customers. In the event that the applicable law prohibits enforcement of this clause as written, then and only then, this clause shall be modified to provide the maximum indemnification to L&W Supply, as indemnitee, allowable under that applicable law.
14. This Purchase Agreement shall be governed by and construed according to the laws of Wisconsin (without regard to internal principles of conflicts of law). Any action brought, upon or by reason of, this Purchase Agreement shall be brought, in L&W Supply's sole discretion, either in a court with jurisdiction over the county in which the L&W Supply branch is located, in a court with jurisdiction over the county in which the project for which the goods are to be used is located, or in a Court or before an arbitration panel where an action between L&W Supply and a third party is pending which concerns the subject matter of this Purchase Agreement. Buyer agrees that, in the event, any action is brought upon, or due to, this Purchase Agreement by either Buyer or L&W Supply, and L&W Supply prevails, Buyer shall pay L&W Supply's reasonable attorney's fees and other costs incurred because of or in connection with such action.
15. Waiver by L&W Supply of any terms or conditions of this contract or waiver of any breach hereof shall not be construed as a waiver of any other term, condition, or breach. Determination that any provision of this Agreement is illegal or invalid shall not affect the validity or enforceability of the remaining provisions of this Agreement.
16. Customer acknowledges and agrees that nothing herein binds L&W Supply to extend any credit to Customer. However, if L&W Supply does extend credit to Customer, L&W Supply reserves the sole discretion to establish the amount and terms of such credit. L&W Supply reserves the right to stop shipments that exceed credit limits and/or exceed or violate invoice terms established from time to time by L&W Supply in its sole discretion. If at any time, in L&W Supply's sole discretion, the financial condition of Customer is determined to be unsatisfactory to L&W Supply, L&W Supply reserves the right to require Customer to make payment for the goods and services in advance as a condition to L&W Supply's performance.