

**CONDITIONS OF SHORT FORM PURCHASE ORDER
(EXHIBIT A)**

By Vendor's partial or complete performance under this Purchase Order, Vendor agrees with Purchaser that the following Purchase Order Conditions ("Conditions") form an integral part of this Purchase Order:

1. Material Delivery. Vendor shall abide by Purchaser's delivery times and schedule but all Vendor's Obligations to deliver and Purchaser's rights to purchase accrue as of the Effective Date. Vendor shall conform to the following rules for material delivery to the job site: (a) Vendor must notify Purchaser's on-site superintendent no later than forty-eight (48) hours prior to delivering any materials and forward packing slip to Purchaser; (b) Each shipment of material shall contain a packing slip with the correct nomenclature of contents and the box or carton containing this information must be so marked; and (c) If Vendor fails to adhere to the foregoing notification and other requirements, Purchaser reserves the right to refuse and to return to the carrier the shipment in question at Vendor's cost.

2. Changes. This Purchase Order cannot be amended except in a written Change Order, signed by the designated representative of Purchaser. Purchaser shall be entitled unilaterally to alter, modify, add to or delete from any of the Vendor's Obligations, if within or related to the general scope of the Vendor's Obligations, with adjustment in the Purchase Order Amount, if any, or extension of time, if any, to be in accordance with this Purchase Order. Any Purchaser unilateral order or bilateral agreement under this **Article 2** shall be in writing. Vendor shall perform the Vendor's Obligations as changed without delay. Regarding changes made by Owner, Purchase Order Amount adjustments shall be made only to the extent that Purchaser is entitled to and actually receives compensation for Vendor's Obligations from Owner and shall not exceed Vendor's allocable share of any adjustment in Purchaser's contract with Owner. If Purchaser requests a change or if Vendor considers any action or inaction by Purchaser to be a change, or claims that Vendor is entitled to additional compensation for any reason, Vendor shall so notify Purchaser within three (3) days of such Purchaser request, action, inaction or event giving rise to such Vendor claim and seek a written change order from Purchaser. Failure to so notify Purchaser timely and with the required content shall constitute a waiver of the right to any compensation for the Purchaser request, action, inaction or event.

3. Warranties. Vendor represents and warrants: (a) Vendor's Work shall meet or exceed the requirements of the Purchase Order Documents and all applicable product-specific industry technical data and all other published data for Vendor's Work, (b) Vendor's Work as delivered will be substantially identical to any sample approved by Purchaser, (c) Vendor's Work meets all applicable federal, state and local laws and regulations ("Laws"). In the event any portion of Vendor's Work fails to meet the foregoing representations and warranties including, without limitation, as a result of damage in loading, transit or unloading or in installation by any of Vendor's subcontractors of any tier, Vendor shall replace Vendor's Work at Vendor's sole cost and defend and indemnify Purchaser from all damages, claims and expenses including, without limitation, delays to Purchaser's work. Vendor shall provide in triplicate, a separate written guarantee at the time of final billing guaranteeing Vendor's Obligations against defects in materials and workmanship for the period required in the Purchase Order Documents. Vendor shall promptly repair or replace any such defects occurring within the correction period without cost or liability to Purchaser or Owner.

4. Inspection & Defective Work. Vendor shall provide appropriate facilities for inspection by Purchaser or the Owner of Vendor's Obligations and for inspection of Vendor's project documents for compliance with this Purchase Order, whether at the Project site or any place where Vendor's Obligations, or documents, may be in preparation, manufacture or storage. If Purchaser or Owner determines Vendor's Obligations or Vendor's materials to be unsatisfactory, faulty, defective or nonconforming to the Purchase Order Documents, or which does not conform to applicable Laws, or construction permits, is fabricated without approved Submissions or which has been damaged by Vendor, shall be defined as the "Vendor's Defective Work." Without exclusion to any of Purchaser's other rights or remedies, Vendor shall promptly replace or correct any Vendor's Defective Work. If Vendor does not commence to do so within three (3) days and continue diligently to completion, Purchaser shall have the right to correct and Vendor shall be liable to Purchaser for the cost thereof. Neither failure to inspect nor use by the Owner or Purchaser, shall constitute acceptance of Vendor's Obligations.

5. Vendor's Insurance and Additional Insureds. Vendor shall at all times in all operations performed under this Purchase Order maintain insurance of the following **minimum** coverage, Limits of Liability and conditions until Final Completion of Vendor's Obligations or for such longer duration as provided in this Paragraph 5 below ("Vendor-Provided Insurance") with companies legally authorized to transact insurance business in the state of the Project site with rating of at least A.M. Best: A-, VII.

5.1.1 Worker's Compensation/Employer's Liability. Provide Worker's Compensation coverage in the amount of the statutory maximum and Employer's Liability with a minimum limit of liability of \$500,000 Per Accident; \$500,000 Disease Each Employee; and \$500,000 Disease Aggregate.

5.1.2 Commercial General Liability. (ISO 1986 ed. or later Occurrence Form): Furnish Commercial General Liability Insurance with minimum limits: \$2,000,000 Each Occurrence; \$2,000,000 General Aggregate; and \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate limit shall apply separately to this project/job location. Vendor shall not use an umbrella or excess policy to meet limit requirements. Coverage to include Premises Operations; Blanket Contractual Liability; Products-Completed Operations Liability (for ten years after Owner's acceptance of the Project); Independent Purchaser's Liability; Explosion, Collapse & Underground Damage ("XCU"); Broad Form Property Damage and Personal Injury.

5.1.3 Business Automobile Liability (most current ISO form). Furnish Business Automobile Liability Insurance including coverage for uninsured and underinsured motorists, hired, owned and non-owned vehicles, with minimum limits for: \$3,000,000 combined single limit or at least \$1,000,000 per person and \$3,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.

5.1.4 Umbrella Excess Liability. Provide "follow form" coverage over Commercial General Liability/Automobile Liability/Employer's Liability policies described as above in a minimum aggregate limit of \$5,000,000 for Purchase Order Prices to \$3,000,000 and limit of \$10,000,000 for Purchase Order Prices above \$3,000,000.

5.1.5 Professional Liability Insurance. If Vendor is to provide any design/engineering service, Vendor shall provide professional liability insurance in minimum limits of \$1,000,000 per claim coverage with a maximum of \$100,000 deductible (or self-insured retention) per occurrence. Such insurance shall remain in force for ten (10) years after final completion of Purchaser's Work.

5.2 Additional Insureds. Regarding each of the Vendor's Provided Insurance under this Paragraph 5 except worker's compensation and professional liability; Vendor and Sub-subcontractors of any tier shall provide an Additional Insured endorsement listing Purchaser and all of its officers, directors, shareholders, members, employees, agents, parents, affiliates and subsidiaries and those others required by **Exhibit C** ("Additional Insureds") as additional insureds to each of their general liability, business automobile and excess umbrella liability policies covering this Project using ISO Forms CG 20 38 04 13 or CG 20 10 04 13 or equivalent for ongoing operations plus, ISO Form C G 20 37 04 13 (or equivalent) for completed operations plus, and Commercial Automobile Liability form. Upon request(s) of Purchaser, Vendor shall cause insurers to add as

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Additional Insureds any others (other than licensed professionals). All policies, including primary and umbrella/excess, shall state that the insured provided to the Additional Insureds is primary and non-contributory to any other insurance maintained by or available to the Additional Insureds. The coverage provided to the Additional Insureds must be at least as broad as that provided to the first named insured on each policy. In the event that any policy provided in compliance with this Paragraph 5 states that the coverage provided to an additional insured shall be no broader than that required by contract, or words of similar meaning, Vendor agrees that nothing is intended to restrict or limit the breadth of such coverage. Furthermore, the limits of insurance provided by the named insured shall be the greater of the limits maintained in the normal course of the named insured's business or the minimum limits specified in this Paragraph 5. The limits of insurance stated above for each type of insurance are minimum limits only; if the named insured's policy provides greater limits, then the Additional Insureds shall be entitled to, or to share in, the full limits of such policy, and this Paragraph 5 shall be deemed to require such full limits. Vendor's Provided Insurance shall contain the standard ISO separation of insureds condition (or equivalent) that the insurance shall apply separately to each insured, except with respect to the limits of insurer's liability, and such condition shall not be deleted. No cross liability exclusions are permitted that apply to the Additional Insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

5.3 Waiver of Subrogation. Vendor and its insurers (i) providing the required Workers' Compensation coverages under this Paragraph 5 will waive all rights of recovery against Purchaser and Owner and, if relevant, Prime Contractor and (ii) providing the Commercial General Liability and Umbrella/Excess Liability coverages under this Paragraph 5 will waive all rights of recovery against Purchaser and the other Additional Insureds.

5.4 Certificates of Insurance. Vendor will provide certificates of insurance to Purchaser as evidence that policies specified in this Paragraph 5 providing the required coverage, conditions, and limits are in full force and effect from time to time.

6. Safety. Vendor shall submit to Purchaser before Purchaser shall be obligated to accept any delivery or to process any request for payment: (a) Material Safety Data Sheets on all materials to be supplied by Vendor; and (b) Written Safety Plan in a form acceptable to Purchaser detailing all efforts and precautions to be taken by Vendor regarding the delivery to and unloading and handling at the Project site and installation, if applicable.

7. Purchase Order Amount & Escalation. If Vendor is in compliance with this Purchase Order, Purchaser shall pay Vendor for total performance of Vendor's Obligations, subject to additions and deductions only by written change order, the total sum as set forth on the first page of the Purchase Order (the "Purchase Order Amount"), but receipt of payment by Purchaser from Owner (or, if relevant, Prime Contractor) covering Vendor's Obligations shall be an express condition precedent to the right of Vendor to receive any payment, including progress, change orders, damages, retainage and final payments, and Vendor acknowledges that no payment will be due from Purchaser unless and until fifteen (15) days, or such shorter applicable statutory period, have elapsed from the date Purchaser receives the payment with respect to Vendor's Obligations from Owner or Prime Contractor. The Purchase Order Amount includes any and all price escalation including any tariffs and import duties throughout the duration of the Project. Vendor shall not increase Purchase Order amount or separately invoice for any tariffs or import duties.

8. Payment Not Acceptance. Neither partial nor final payment shall constitute or imply acceptance of any of Vendor's Obligations or waiver of any of Purchaser's rights and remedies under this Purchase Order and the Purchase Order Documents.

9. Taxes, Permits & Laws. Vendor shall arrange for all necessary inspections and approvals by public officials, give Purchaser prior written notice of same and provide Purchaser with all inspection reports and certificates. Vendor shall comply and cause Vendor's employees and lower tier subcontractors and suppliers at all times to comply with all Laws applicable to this Purchase Order, whether now or hereafter existing. Vendor shall defend, hold harmless and indemnify Purchaser from any costs, damages, liquidated damages, penalties, attorneys' fees, costs or judgments relating to or arising from Vendor's failure to abide by Laws.

10. Labor. Vendor shall not employ personnel, means, materials or equipment which may cause strikes, work stoppages or any disturbances by workmen employed by Vendor, Purchaser, Owner or other contractors or subcontractors employed in connection with the Work or the Project. Vendor shall remove from the Project any employee Purchaser determines to be detrimental.

11. Intellectual Property & Royalties. Vendor shall pay all royalties and license fees with respect to Vendor's Obligations. Vendor shall pay the cost to defend and any settlement of or judgment entered on all suits or claims for infringement of any intellectual property rights that may be brought arising out of Vendor's Obligations.

12. Settlement of Disputes. In the event of any dispute involving this Purchase Order, Vendor's Obligations or any claims of Vendor, Vendor nevertheless and without interruption, shall continue to perform Vendor's Obligations in a diligent manner. In case of any dispute between Purchaser and Vendor in any way relating to or arising from any act or omission of the Owner, Owner's agents (or, if relevant, Prime Contractor) or involving the Purchase Order Documents or any provision thereof, Vendor agrees to be bound to Purchaser to the same extent that Purchaser is bound to Owner (or, if relevant, Prime Contractor), by the terms of the Purchase Order Documents, and by any and all preliminary and final decisions, determinations or agreements made by or between Purchaser or Owner (or, if relevant, Prime Contractor) or so authorized in the Contract Documents. If the Contract Documents require Purchaser and the Owner (or, if relevant, Prime Contractor) to arbitrate any claim, dispute or other matter arising out of or relating to the Purchase Order Documents, Vendor agrees that any claim, dispute or other matter arising out of or relating to the Purchase Order, shall be subject to binding arbitration under the rules of procedure described in the Contract Documents, or if no such rules or procedures are so prescribed, under the Construction Industry Rules of the American Arbitration Association with a forum of Chicago, Illinois. In Purchaser's sole discretion, any arbitration between Purchaser and Vendor may be consolidated into and become a part of the arbitration proceedings between or among the Owner, Purchaser (or, if relevant, Prime Contractor), or any subcontractors which arbitration shall bind Purchaser and Vendor.

13. Ethics. Purchaser's intent is to award Purchase Orders only on merit. Vendor represents and warrants that Vendor has not made, and has not promised to make, any payment, gift, gratuity, favor or extraordinary entertainment to any employee of Purchaser in exchange for the award of this Purchase Order or any Change Order to the Purchase Order.

14. Interpretation of Purchase Order Documents. All terms of this Purchase Order Agreement and the Purchase Order Documents are to be considered as complementary. In the event that such an interpretation is not possible, the order of precedence of such documents shall be: (1) Change Orders to this Purchase Order; (2) Change Orders to the Purchase Order Documents; and (3) this Purchase Order Agreement and Conditions to the Purchase Order Agreement, unless the Purchase Order Documents impose a higher standard or greater requirement on the Vendor, in which case the Purchase Order Documents. The Purchase Order shall be governed by the law of Illinois and, if arbitration is the dispute resolution mechanism, the Federal Arbitration Act. Except as otherwise provided, all references herein to "days" shall be to calendar days. The term "Vendor's subcontractor" shall mean any subcontractor or vendor who is supplying material or performing work for Vendor in connection with the Purchase Order whether or not in direct privity with Vendor.

15. Miscellaneous. Vendor shall not assign this Purchase Order. Purchaser may assign this Purchase Order. Neither Purchaser nor Vendor shall be deemed to be the author or drafter of this Purchase Order for the purposes of any common law, evidence, statutory or other presumption or rule that contract ambiguities be construed against the author or drafter of an agreement.