



PURCHASE ORDER STANDARD TERMS AND CONDITIONS

1. Acceptance of Terms and Conditions: The Purchase Order (the "Purchase Order") is an offer by BWI ETN LLC ("Buyer") to the selling party listed on such Purchase Order ("Seller") and does not constitute an acceptance by Buyer of any offer made by Seller. By acknowledging receipt of the Purchase Order, commencing performance pursuant to the applicable Purchase Order or shipping the goods, Seller confirms its agreement to the terms and conditions of sale contained in the applicable Purchase Order, which is deemed to incorporate by reference these standard terms and conditions. Buyer objects to and rejects any additional or different terms contained in any acknowledgment form or invoice sent by Seller, and the terms and conditions in the applicable Purchase Order govern in the event of conflict unless Buyer accepts such conflicting terms in writing. Buyer may insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice or course of dealing to the contrary. In case of a conflict between these standard terms and conditions and other terms provided in the Purchase Order, such other terms will govern.

2. Price Credit: The price for the goods or services provided by Seller to Buyer will be the lower of the price listed in the applicable Purchase Order or the Seller's price in effect on the date of delivery for like quantities of goods or services of like grade and quality to customers in the same class as Buyer.

3. Invoices: The applicable Purchase Order number provided by Buyer must be included in Seller's invoice. Federal, state, or local taxes of any nature, which are billed to Buyer, will be stated separately in Seller's invoice. Buyer shall pay all properly invoiced and undisputed amounts due to Seller within thirty (30) days after Buyer's receipt of such invoice.

4. Packing and Shipping Goods: Seller will include the applicable Purchase Order number on each shipment of goods and on a packing slip to be enclosed in with each such shipment. Unless otherwise specified in the applicable Purchase Order, shipments will be prepaid and there will be no extra charges for packing or cartage. All deliveries of goods shall be delivered to the address specified in the applicable Purchase Order during Buyer's normal business hours or as otherwise instructed by Buyer. Title passes to Buyer upon delivery of the goods to the delivery location specified in the applicable Purchase Order. Seller bears all risk of loss or damage to the goods until delivery of the goods to the delivery location specified in the applicable Purchase Order.

5. Inspection: Rejection of Goods: Buyer has the right, but not the obligation, to inspect the goods and to reject any or all of the goods that are in Buyer's sole judgment defective. Goods so rejected and goods supplied in excess of quantities specified herein may, at Buyer's option, be returned, or held for disposition, at Seller's risk and expense. Payment for any or all of the goods will not, in and of itself, constitute acceptance by Buyer.

6. Warranty: Seller warrants: (a) good title to the goods free and clear from all liens and encumbrances; (b) delivery of the goods and services free of any patent, trademark, copyright or similar claim (including, without limitation, infringement of any third party's rights); (c) that the goods will be of merchantable quality and free from defects in materials, workmanship and fabrication quality; and (d) that the goods will be fit for the ordinary purposes for which such goods are used and, if Seller is aware of any other intended use, fit for such intended purpose. These warranties will be in addition to all warranties provided by law or by Seller. All warranties will survive acceptance and payment, and will run to Buyer and its affiliates and their respective employees, customers, successors and assigns. Seller agrees to indemnify, defend, reimburse and hold Buyer harmless from and against any action, cause of action, claim, judgement, loss, cost, damage, demand, liability and expense (including attorneys' fees and court costs) or liability of Buyer arising out of or in any way related to Seller's breach of any warranties or the negligence of Seller in the manufacture or design of the goods or performance of the services.

7. Changes: Buyer has the right at any time to make changes in specifications, materials, packaging, time and place of delivery and method of transportation of any good and/or service provided by Seller. If any such change(s) cause an increase or decrease in the cost or the time required for performance, an equitable adjustment will be made and mutually agreed to between the parties.

8. Termination for Convenience of Buyer: Buyer may, at any time, upon five (5) days' prior written notice, terminate the applicable Purchase Order or any part thereof for its sole convenience. In the event of such termination, Seller will immediately stop all work. Seller will be paid a reasonable termination charge consisting of (a) a percentage of the Purchase Order price reflecting the percentage of the work actually performed but not yet paid for prior to the notice of termination (upon which payment at Buyer's option Seller will ship to Buyer all completed goods and work-in-progress), plus (b) actual direct costs resulting from termination (subject to Seller's obligation to mitigate such costs). Reimbursable costs will not include the cost of raw materials usable or resalable by Seller in the ordinary course of business. Buyer will have the option to purchase any materials specifically ordered by Seller to perform the contract, at Seller's cost plus ten percent.

9. Termination for Cause: Buyer may terminate the Purchase Order or any part thereof immediately upon written notice for cause (as determined in Buyer's reasonable discretion) in the event of Seller's failure to comply with any of the terms and conditions of the Purchase Order and/or these terms and conditions. For the avoidance of doubt, the definition of "cause" shall include, without limitation, late deliveries, deliveries of defective or nonconforming products and failure to provide upon request reasonable assurances of future performance. In the event of termination for cause, Buyer will not be liable for any amounts other than a percentage of the Purchase Order price reflecting the purchase price allocable to the goods or services accepted by Buyer. Seller will be liable to Buyer for all damages sustained due to or arising out of Seller's default which gave rise to Buyer's termination of the applicable Purchase Order, including, without limitation, all and any costs of completing the contract in excess of the price fixed in the Purchase Order.

10. Compliance with Laws: Seller will comply fully with every state, federal and local statute, law, regulation and/or order (including, without limitation, all and any applicable export or import laws) applicable to the sale of the goods, the provision of the services and the Seller, and will indemnify, defend and hold harmless Buyer from Seller's failure to do so.

11. Independent Contractor: When Seller performs work of any description in furtherance of the Purchase Order on the premises of Buyer or any of Buyer's customers, Seller agrees that such services are to be rendered by Seller as an independent contractor and Seller will provide all safeguards and take all necessary precautions to prevent the occurrence of any accident, injury, death or loss to any person or property and will be solely responsible therefore, except to the extent caused by the negligence of Buyer. Seller will maintain public liability and property damage insurance with reasonable limits covering its obligations and will maintain proper worker's compensation insurance covering all employees performing the Purchase Order.

12. Time Delays: If a delivery date and/or time is specified by Buyer in the applicable Purchase Order, time is of the essence of such provision. Buyer will not be liable for any delay in performance due to causes beyond its reasonable control including, but not limited to, acts of nature, acts of government or labor disputes.

13. Confidential Information: All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the applicable Purchase Order is confidential, solely for the use of performing the applicable Purchase Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this section 13. This section 13 shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure, as evidenced by Seller's written records; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party under no confidential obligation to Buyer.

14. Indemnification; Limitation of Damages; Statute of Limitations: Seller will indemnify, defend, reimburse and hold Buyer and its affiliates, their respective successors and assigns, and their respective directors, officers, shareholders, members, managers and employees harmless from and against all and any actions, causes of action, claims, damages, demands, judgments, liabilities, losses, costs and expenses (including, without limitation, attorneys' fees and court costs) arising out of or related to (a) Seller's provision of the goods and/or performance of the services, or (b) Seller's negligence, willful misconduct or breach of these terms and conditions. Buyer's sole liability on any claim of any kind for any loss or damage arising out of, connected with or resulting from the Purchase Order, its performance or any breach will not exceed the price actually paid for the goods and/or services at issue, or any portion thereof, which gives rise to the claim. In no event will Buyer be liable for anticipated profits, incidental or consequential damages, punitive damages, indirect damages, special damages or for penalties of any description. Any action resulting from any breach on the part of Buyer must be commenced within one (1) year after the cause of action has accrued. Seller shall not enter into any settlement without Buyer's (or the applicable indemnitee's) prior written consent. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller (including, without limitation, amounts due under one (1) or more Purchase Orders).

15. Waiver: If Buyer provides Seller with an opportunity to cure its performance, such will not be construed as a waiver of any or all of the terms and conditions of the contract or any other rights or remedies of Buyer provided by law. Waiver of any default will not waive any other default.

16. Amendment: No change to any Purchaser is binding upon Buyer unless it is in writing, specifically states that it amends the applicable Purchase Order and is signed by an authorized representative of Buyer.

17. Assignment: No assignment, delegation or subcontract is permitted without Buyer's prior written consent. Buyer may at any time assign any Purchaser Order to any affiliate, assignee and/or successor of Buyer.

18. Governing Law: The contract will be governed by and construed in accordance with the laws of the State of Tennessee. All and any controversies and/or claims arising out of any Purchase Order and/or these terms and conditions will be litigated exclusively in the state or federal court sitting in or having jurisdiction over Knoxville, Tennessee. Seller and Buyer hereby voluntarily and irrevocably waive the right to trial by jury with respect to any action or claim brought in connection with the Purchase Order and/or these terms and conditions.