

AMERIBRIDGE
Purchase Order General Terms & Conditions

ACCEPTANCE:

This order is Ameribridge's offer to

Subcontractor. Acceptance of this order is expressly limited to the terms and conditions stated herein. All additional or different terms proposed by Subcontractor are objected to and are hereby rejected, unless otherwise agreed to in writing. The terms stated in this purchase order shall become a binding contract on the terms set forth herein when it is accepted by Subcontractor's return of a signed acknowledgement or commencement by Subcontractor or work on, or shipment of, any of the goods or services ordered hereby.

AFFIRMATIVE ACTION AND NON-DISCRIMINATION:

Subcontractor certifies that it does not, and will not discriminate in employment on the basis or regard to race, color, gender, sexual preference or orientation, marital status, creed, religion, national origin, physical or mental handicap, status as a Vietnam-era or qualified disabled veteran, or age, except when age, gender or other quality are a bona fide occupational qualification or the handicap constitutes a bona fide disqualification and will cooperate in the implementation of Ameribridge's obligation of an Equal Opportunity Employer.

CHANGES: Ameribridge shall have the right at any time, by written notice, in the form of a Change Order to make any changes it deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the Order price or delivery schedule, or both. Any claim by the Subcontractor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Subcontractor of a notice of change. Price increases, extensions of time for delivery and change in quantity shall not be binding on Ameribridge unless evidenced by a form of Change Order issued and signed by Ameribridge

COMMUNICATION: All communications, including reports, notices, and advice of any nature, concerning administration of this purchase order, prepared by the Subcontractor, must be furnished solely to Ameribridge

COMPLETE AGREEMENT: This order is a complete and exclusive statement of the terms of the agreement between the Subcontractor and Ameribridge

COMPLIANCE WITH LAWS: By acceptance of this Order, the Subcontractor agrees to comply with the requirements of any and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including the procurement of required permits) in the Subcontractor's performance hereunder. Whether or not Ameribridge provides a specification, if materials, services or containers furnished by the Subcontractor are required to be constructed, packaged, labeled or registered in a prescribed manner, the Subcontractor shall comply with the applicable federal, state, county and local laws, ordinances, regulations and codes. The

Subcontractor further agrees to indemnify and hold Ameribridge and its customers harmless from any loss or damage that may be sustained by Ameribridge, by reason of the Subcontractor's failure to comply with any federal, state, county or local laws, ordinance, regulations and codes.

GOVERNING LAW / VENUE: Any dispute which is not resolved by agreement of both parties will be resolved by the courts of the State of Indiana. All interpretation, construction and meaning of these terms and conditions shall be governed by the laws of the State of Indiana. The parties to this agreement consent to the jurisdiction of the courts of the State of Indiana for the purpose of resolving any matter directly or indirectly related to these terms and conditions or its corresponding Purchase Order. If any portion of these Terms and Conditions is declared to be invalid or unenforceable by a Court with jurisdiction it will in no way impair or affect the remaining provisions hereof

INDEMNIFICATION: From and after the date of this Order, the Subcontractor agrees to indemnify, defend and hold harmless Ameribridge, its directors, officers, employees and agents harmless from any loss, expense, claim or damage including reasonable defense costs, regardless by whom such claim or claims may be asserted, for personal injury or property damage arising from any claim or action based on any acts or omissions of the Subcontractor, its employees, agents or subcontractors.

INDEPENDENT CONTRACTOR: The Subcontractor shall perform the obligations of this Order as an independent contractor and under no circumstances shall it be considered an agent or employee of Ameribridge. The Terms and Conditions of this Order shall not, in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Subcontractor expressly waives any and all rights, which may or may not exist to claim any relief under Ameribridge's comprehensive insurance policy, worker's compensation or unemployment benefits.

INSTALLATION: If this order requires the Subcontractor to install, such installation services shall be performed in a good and workmanlike manner and the project site shall be left in a clean condition. The Subcontractor agrees to either repair or compensate Ameribridge for any damage done to property in connection with the installation. The installation shall be performed in accordance with the project's specifications.

INSURANCE AND STATUTORY OBLIGATIONS: If any part of this Order involves the Subcontractor's performance on Ameribridge's premises or at any place where Ameribridge conducts operations, or with material or equipment furnished to the Subcontractor by Ameribridge, the Subcontractor shall take all necessary precautions to prevent injury to persons or property during the progress of such work. The Subcontractor shall maintain public liability, personal injury, and property damage insurance and employer's liability and compensation insurance, in an amount

determined by Ameribridge to be appropriate, to protect the Subcontractor from said risks and from any statutory liabilities whatsoever arising there from. The Subcontractor shall produce evidence of such insurance to Ameribridge

MODIFICATION: No modification of the Order (including any additional or different terms in the Subcontractor's acceptance) shall be binding on Ameribridge unless agreed to in writing and signed by Ameribridge

PAYMENTS: In such case as Ameribridge is operating as a subcontractor/supplier under the terms of a prime contract, payment terms to subcontractor shall be governed by the terms of the prime contract. A copy of the prime contract will be provided at subcontractor's request. Payment terms as laid out in the prime contract shall supersede any and all other payment terms. Prior to the submittal of the first progressive payment, Subcontractor shall furnish a breakdown of the Subcontractor's quote. The breakdown shall show as nearly as possible the true value of each phase of work in relation to the Subcontractor's work. This schedule shall be used as a basis for reviewing the Subcontractor's applications for payment. Unless otherwise agreed to, partial payments shall be due to the Subcontractor in the amount of 90% of the work in place, and for which the Customer has made payment to Ameribridge, LLC.

PERFORMANCE: *Time is of the essence and this order is subject to cancellation for Subcontractor's failure to perform on time.* The Subcontractor shall notify Ameribridge in writing promptly of any delays (however caused) and of any actual potential labor dispute which delays or threatens to delay the timely performance of this order. If the Subcontractor is unable to complete performance at the time specified by reason of strikes, labor disputes, riot, fire, war or any other cause beyond Subcontractor's control, Ameribridge may elect to take control of the unfinished work and to pay such proportion of the contract price as the work actually completed and to cancel this Order without liability as to the balance of the work to be completed.

PROPRIETARY INFORMATION & CONFIDENTIALITY: All information obtained by the Subcontractor from Ameribridge in connection with this Order and which is identified as proprietary, including, but not limited to, any specifications, drawings, designs, blueprints and software programs, shall remain the property of Ameribridge and shall be used by the Subcontractor only to the extent necessary for performance of this Order and shall not be disclosed to any third parties without prior written consent of Ameribridge. The Subcontractor shall keep confidential all designs, processes, drawings, specifications, reports, data and other technical or proprietary information and the features of all parts, equipment, tools, gauges, patterns and other items furnished or disclosed to the Subcontractor by Ameribridge. Unless otherwise provided herein or authorized by Ameribridge in writing, the Subcontractor shall use such information and items, and the features thereof, only in the performance of this order. Thus, the Subcontractor shall not sell or otherwise dispose of in any manner any completed or partially completed or defective goods without defacing or rendering such goods unsuitable for use. Upon completion or termination of this Order, the Subcontractor shall, at their expense, make such disposition of all such information, items, and goods as herein required or as may be directed by Ameribridge. The Subcontractor shall not make or authorize any news release, advertisement, or other disclosure, which shall deny or confirm the existence of this Order without prior written consent of Ameribridge except as may be required to perform this Order.

QUALITY: The subcontractor warrants that all of the services, goods, material and work covered hereunder will conform to the specifications, drawings, samples and or data. The services shall be performed in accordance with the highest industry standards.

TERMINATION FOR CONVENIENCE: Ameribridge may terminate this Order at any time without incurring liability to the Subcontractor for lost profits or any other costs other than the value of conforming work completed on site or goods delivered.

TERMINATION FOR DEFAULT/CAUSE: In the event Contractor fails to perform any of its obligations under this Order, this Order may be terminated and all of Subcontractor's rights hereunder ended. Termination will be effective after ten days' written notice to the Subcontractor. No new work will be undertaken, and no new deliveries will be made, after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, the Subcontractor will be paid for those services performed, or deliveries made, under this contract to the satisfaction of Ameribridge, up to the date of termination. However, Ameribridge may offset from any such amounts due the Subcontractor any liquidated damages or other costs Ameribridge has or will incur due to the Subcontractor's nonperformance. Any such offset by Ameribridge will not constitute a waiver of any other remedies Ameribridge may have against the Subcontractor for financial injury or otherwise. Ameribridge may terminate this Order for Ameribridge's convenience and without cause at any time by giving the Subcontractor thirty days' written notice of such termination. In the event of such termination, the Subcontractor will be paid for those services performed, or deliveries made, pursuant to this Order, to the satisfaction of Ameribridge up to the date of termination. In no event will Ameribridge be liable for costs incurred by the Subcontractor after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on this contract, post-termination employee salaries, post-termination administrative expenses, or any other cost which is not reasonable or authorized under this section. This section shall not prevent the Subcontractor from recovering costs necessarily incurred in discontinuing further work, or canceling further deliveries, under the contract after receipt of the termination notice.

WARRANTY: The Subcontractor warrants that any Material supplied hereunder shall conform to the generally recognized manufacturing and safety standards of the Subcontractor's industry in the United States and shall meet or exceed the Subcontractor's specifications on performance. In addition to any other express or implied warranties, the Subcontractor warrants that the Material furnished pursuant to this Order will be: (a) free from defects in title, workmanship and material; (b) free from defects in design except to the extent that such items comply with detailed designs provided by Ameribridge; (c) of merchantable quality and suitable for the purposes, if any, which are stated on this Order. If any material covered by this Order is found not to be as warranted, Ameribridge may, by written notice to the Subcontractor: (a) rescind this Order as to such non-conforming Material; (b) accept such Material at an equitable reduction in price; (c) reject such nonconforming Material and require the delivery of suitable replacements. If the Subcontractor fails to deliver suitable replacements promptly, Ameribridge, with notice of five business days, may replace or correct such Material and charge the Subcontractor the additional cost or terminate this Order for default. Any items corrected or furnished in replacement are subject to all the provisions of this article entitled WARRANTY to the same extent as items initially furnished or originally ordered. Cost of replacement, rework, inspection, repackaging and transportation of such corrected Material shall be at the Subcontractor's expense.