

## GENERAL CONDITIONS

These General Conditions are a part of and supplement the terms and conditions of Buyer's Purchase Order.

### 1.0 DEFINITIONS

The term "Buyer" means the individual or juridical entity with whom Supplier has entered into the Purchase Order.

The term "Supplier" means DIS-TRAN Packaged Substations, LLC, a Delaware corporation, its successors and assigns.

The term "Purchase Order" or "Buyer's Purchase Order" means the purchase order issued by Buyer in connection with this purchase of materials, goods, equipment, parts and/or services from Supplier, but excluding any standard Terms and Conditions contained in Buyer's Purchase Order.

The term "Purchase Agreement" means Buyer's Purchase Order, these General Conditions, Supplier's proposal and the specifications, drawings and other documents noted here and in Supplier's proposal, which together constitute the final agreement between the parties with respect to the purchase and sale addressed in the Purchase Order. The Purchase Agreement supersedes all prior negotiations, representations or agreements of the parties, either written or oral, including but not limited to the bid documents. The Purchase Agreement may be amended or modified only by a subsequent written amendment or Change Order signed by both Buyer and Supplier.

The term "Project" means the project to or for which the subject services, materials and equipment are being delivered.

The term "Owner" shall be understood to refer the owner of the Project for which the subject services, materials and equipment are being delivered.

### 2.0 DRAWINGS AND SPECIFICATIONS PROVIDED BY BUYER

Drawings and specifications provided by Buyer shall not be used by Supplier on any other work. Such drawings and specifications are the property of Buyer and shall be returned to Buyer upon request.

All Buyer data relating to the material and equipment in the Purchase Agreement shall be retained in confidence by Supplier and shall not be disclosed to others without the express written approval of Buyer.

If the items to be supplied hereunder have been designed in accordance with specifications or data furnished or originated by Buyer or its customer, such items shall not be reproduced or disclosed to third parties except with the written consent of Buyer, and all drawings, photographs, data and other written material or information supplied in connection therewith shall at all times remain the property of Buyer and be returned promptly upon request.

### 3.0 DRAWINGS AND DATA FURNISHED BY SUPPLIER

#### 3.1 Identification

All drawings and data sheets submitted by Supplier shall bear the following information in or near the title

block: Buyer's Purchase Order Number, Buyer's Name, Buyer's Item Numbers and an Explanatory Title.

#### 3.2 Review

Buyer will examine drawings, schedules or details provided by Supplier for design, controlling dimensions and apparent suitability and shall return one (1) copy either released for manufacture or marked showing changes desired. When changes are required, drawings shall be resubmitted promptly by Supplier, with revisions clearly marked, until finally released for manufacture. All data submitted for review shall follow the above procedures. Review of drawings and data by Buyer will be only for conformance with the drawings and specifications and for confirmation of physical interface of items shown with related systems and does not constitute acceptance of any design, material, component or equipment not fulfilling all contract specification and drawing requirements. Review shall not relieve Supplier from its responsibility for any deviations from the requirements of the Purchase Agreement unless Supplier has in writing called Buyer's attention to such deviation at the time of submission and Buyer has given written approval to the specific deviation. Review by Buyer shall not relieve Supplier from responsibility for errors or omissions in Supplier's drawings or for the sufficiency of the material and equipment to accomplish the result required as set forth in the Purchase Agreement.

#### 3.3 Discrepancies between Documents

In the event of conflict between any of the Purchase Agreement documents, the cover sheet of the Purchase Order (exclusive of terms and conditions contained in Buyer's Purchase Order) shall control, followed by these Terms and Conditions, followed by any supporting documentation provided by Buyer. Any discrepancies in the drawings and/or specifications shall be referred to Buyer for interpretation and decision. Calculated dimensions shall take precedence over scaled dimensions; detailed drawings over general drawings.

#### 3.4 Ownership of Documents

Drawings and specifications provided by Supplier shall not be used by Buyer on any other work. All original drawings, specifications, reports, and other engineering documents which Supplier prepares and delivers to Buyer pursuant to this Purchase Agreement shall become the property of the Buyer when Supplier has been compensated for the work in accordance with the Purchase Order. Supplier shall retain the intellectual property rights to all technology, data, know-how, information, materials, photographs, inventions, improvements, computer programs, and discoveries, whether or not patentable or copyrightable, in any process, product method, or apparatus of production which is developed, conceived, made, or reduced to practice in the course of work performed hereunder or suggested by the work performed hereunder.

All Supplier data relating to the material and equipment in the Purchase Order shall be retained in confidence by Buyer and shall not be disclosed to others without the express written approval of Supplier.



If the items to be supplied hereunder have been designed in accordance with specifications or data furnished or originated by Supplier, such items shall not be reproduced or disclosed to third parties except with the written consent of Supplier.

#### 4.0 MATERIALS AND WORKMANSHIP

##### 4.1 Quality

Materials shall be new and unused and Supplier shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

Supplier shall ensure that its quality control program assures that all basic technical requisites called for in drawings, specifications, codes, tests and inspections for design, fabrication, cleaning, installation, packing, handling, shipping, long storage (when necessary), and test equipment are fulfilled. Buyer and/or Owner shall have the right to conduct audits and inspections of Supplier's facilities, activities and/or documents when considered necessary to assure that the quality control program is adequate and is being properly implemented. Supplier shall allow Buyer and/or Owner access to its facilities and documents so that Buyer and/or Owner, through audits and inspections, can verify the quality of the labor, supervision, equipment, products, services and any other quality related items provided by Supplier.

##### 4.2 Compliance

Supplier shall comply with all laws, ordinances, rules and regulations applicable to the work. Provided, however, that standard products provided by Supplier shall not be required to comply with local building or inspection codes that impose standards greater than the current applicable industry recognized national standards (such as NEMA, IEEE, ANSI, ASME, AISC, AISI and ASTM standards) unless such local codes are specifically identified and referenced in Buyer's specifications or elsewhere in the Purchase Agreement. If Supplier observes that the specifications or drawings are at variance any such laws, ordinances, rules or regulations, Supplier shall give Buyer prompt written notice thereof and any necessary change shall be adjusted by appropriate modification.

Designs, materials, construction, workmanship and testing, including shop and field work of all equipment furnished and all work performed under this Purchase Agreement, shall in all respects comply with the latest NEMA, IEEE, ANSI, ASME, AISC, AISI and ASTM standards.

##### 4.3 Defective Material

Defective material shall not be used or repaired and used in conjunction with this Purchase Agreement without the prior written approval of Buyer. "Defective material" is defined as any material not meeting the requirements of the specifications.

#### 5.0 INSPECTION

##### 5.1 Access

Buyer and/or Owner shall have access on reasonable notice to the work wherever located in its preparation, and Supplier shall provide proper facilities for access and inspection. Buyer and/or Owner shall

have the right to reject defective materials, parts, equipment or workmanship and require that such work conform to the Purchase Agreement.

##### 5.2 Inspection

Shop surveillance, if required, will be performed by Buyer's representatives; however, these surveillance efforts by Buyer will not relieve Supplier of any responsibility for the stated conditions of the specification and shall not be considered as a waiver of warranty or other rights.

Buyer surveillance personnel will not accept equipment or material in Supplier's plant. Lack of rejection by Buyer surveillance personnel shall not constitute acceptance of the work, equipment or material. All equipment or material produced by Supplier will undergo final inspection during site receiving inspection.

If the results of any inspection conducted indicate that any Goods or Services do not comply with the requirements set forth in the Purchase Agreement, Supplier shall, at its expense, (i) have a repair procedure developed by Supplier and submitted to Buyer for review and approval prior to implementation, (ii) make all necessary adjustments, repairs, replacements or changes in order to achieve the required compliance.

##### 5.3 Responsibility

Neither inspection, partial or final payment, nor approval by Buyer or Owner or their representatives, shall lessen the responsibility of Supplier to make the work and/or equipment comply with the requirements of the Purchase Agreement.

##### 5.4 Testing

If the specifications or applicable laws or ordinances require any work to be specially tested or approved, Supplier shall incur the cost thereof, unless stated otherwise in the Purchase Agreement, and shall give Buyer a minimum of seven (7) days notice of its readiness for inspection or testing.

If the results of the tests conducted indicate that the equipment does not comply with the performance requirements set forth in the drawings or specifications, Supplier shall, at his expense, make all necessary adjustments, repairs, replacements or changes in order to attain the required compliance.

#### 6.0 CHANGES

Buyer may at any time during the progress of the work and/or supplying of any materials and/or equipment hereunder to order Supplier to perform extra work, furnish extra material or equipment or to make changes altering, adding to, or deducting from the work and/or supplying of any materials and/or equipment hereunder or to change scheduled delivery dates or to suspend work and/or supplying of any materials and/or equipment hereunder without invalidating the Purchase Agreement.

Changes shall not be binding upon either Buyer or Supplier unless made in writing. Changes shall originate with Buyer who will transmit to Supplier a written request for a proposal covering the requested



change, setting forth the work in detail, and including any required supplemental plans or specifications. Supplier, upon receipt of such request from Buyer, shall submit a proposal in writing within five (5) days for performing such change, which shall include any required adjustment of time caused by such change and any adjustment of other pertinent provisions of the Purchase Agreement. Upon receipt of an acceptable proposal from Supplier, a written change order will be issued by Buyer stating that the extra work or change is authorized and granting any required adjustment of price and schedule. No extra work shall be performed or change made unless pursuant to a written change order issued by Buyer, and no claim for an addition to the Purchase Order price shall be valid unless documented by change order issued by Buyer.

Buyer reserves the right to withdraw its request for a change at any time prior to Supplier's performance of the change. In the event that Supplier has begun performance of the approved change, Supplier shall cease Work under the change upon Buyer's written notification and the value of the change shall be adjusted to compensate Supplier for the amount expended by Supplier at the time of notification of withdrawal, plus reasonable overhead and profit.

## 7.0 SHIPMENT

### 7.1 Preparation for Shipment

Shipments from Supplier or any tier sub-vendor must contain a packing list on which all items can be cross-referenced to the master bill of material, along with copies of bills of lading, shipping manifests and all other papers showing shipment of materials.

### 7.2 Hours of Delivery

Deliveries shall be accepted at the Project site 8:30 AM to 4:30 PM, Monday to Friday only, excluding local holidays, unless noted otherwise on the Purchase Order.

### 7.3 Submittals

One (1) copy of Bill of Material and all shipping documents shall be sent to the Site Contact identified on the Purchase Order. One (1) copy of the Bill of Material and all shipping documents shall be sent to Buyer.

### 7.4 Expediting

Buyer and its representatives shall have the right to expedite this Purchase Order and any suborders by in-plant visits and by telephone, e-mail or other means. Supplier shall include this requirement in all suborders. Un-priced copies of all major suborders are to be submitted to Buyer's expediting department upon request.

### 7.5 Terms

Unless indicated otherwise on the Purchase Order, Supplier's delivery terms shall be CIP point of destination with all cost associated with transportation borne by Supplier and included in the Purchase Order amount.

## 8.0 WARRANTY

Supplier warrants that (i) all equipment, materials and components shall be new, unused and free from any and all latent and patent defects in design, workmanship and material, (ii) all work shall be performed in a good and workmanlike manner and shall strictly conform to requirements of the Purchase Agreement and (iii) the work, material and/or equipment, when completed, will meet or exceed the requirements set forth in the Purchase Agreement and shall meet power industry utility grade standards. The Supplier guarantees to repair, replace or otherwise correct any nonconformance with this warranty or any defect in design, workmanship and/or material appearing in the work, material, and/or equipment, and further guarantees to correct any further defects appearing in such repaired, replaced or otherwise corrected work, material and/or equipment. Any repairs, replacements or other corrections will be warranted for the full warranty period as of the date such repair, replacement or other correction is completed. If Supplier does not commence action to correct a nonconformity, defect or other problem in the Goods covered by this warranty within a reasonable time (in no event later than ten (10) working days) following receipt of written notice of the nonconformity, Buyer may effect repairs, and Supplier shall reimburse Buyer for all direct expenses incurred which shall not exceed 100% of the value of the equipment that gave rise to such warranty claim. Such actions on the part of Buyer shall not relieve Supplier of any responsibility or liability hereunder with respect to such Goods but shall be subject to Section 20.0. The warranty period will extend for 12 months beyond installation or 18 months beyond delivery which ever should occur first unless specifically modified by the Purchase Agreement. THE WARRANTIES SET FORTH IN THIS ARTICLE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). Correction of non-conformities in the manner and for the period of time provided above shall constitute Supplier's sole warranty liability and Buyer's exclusive warranty remedy for defective or non-conforming work whether warranty claims of Buyer are based in contract, in tort (including negligence and strict liability), or otherwise.

## 9.0 INVOICING AND ITEMIZED COSTS

### 9.1 Invoices

State and local tax and transportation charges, where applicable, shall be shown as separate items on all invoices. Each invoice will provide a description and if applicable, quantity, item number, unit price and extended price and for each item. Items listed on an invoice must correlate to the items listed on the Purchase Order.

### 9.2 Payments

Unless indicated otherwise on the Purchase Agreement, payments for materials will be due no later than 30 days following receipt of a properly prepared



invoice. A past due charge of 1.50% per month (or, if less, the maximum amount allowed by applicable law) shall be owed and collected for all past-due payments.

Supplier warrants that prices indicated on the Purchase Order are (1) valid through the agreed upon delivery dates and (2) inclusive of all transportation charges, fuel surcharges, other surcharges, and price escalations unless specifically noted otherwise on the Purchase Order.

### 9.3 Taxes

Unless Buyer provides a tax-exempt certificate, Supplier shall add all sales and use taxes on equipment, materials, and personal property used or purchased for use in connection with the work to the price set forth in the Purchase Order, unless such taxes are included in the Purchase Order price. Supplier shall add all present or future import and export duty, federal, provincial, municipal or other excise or similar taxes levied with respect to the Purchase Order, to the price set forth in the Purchase Order, unless such taxes are included in the Purchase Order price. Supplier shall pay all gross receipts, privilege, occupational, business, excise or other taxes levied or imposed upon Supplier, Supplier's business, or the performance of any work.

### 10.0 LIENS

Supplier shall promptly pay for all labor, services, equipment, materials, supplies, documentation or other items used or employed by it or on its behalf and shall keep and maintain on the Project and the Project site free from all mechanic's liens and other liens related to Supplier. If any lien or claim of lien is filed upon or against the Project site and/or Project by a supplier to Supplier, Supplier shall promptly furnish to Buyer or the Owner (or appropriate government authority) a bond or other collateral necessary to discharge such lien or claim of lien and shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Buyer, the Owner and all parties with whom Buyer has contracted in connection with the Project against and from such lien, claim of lien and/or claim for payment, as applicable. If required by Buyer, Supplier will, and will cause its suppliers and lower tier subcontractors to, submit a release (contingent upon payment) and waiver of liens or claims as to all labor and materials, and certification and proof of payment when received, with each invoice, in the form prescribed by Buyer.

### 11.0 SERVICES OF SUPPLIER'S PERSONNEL

Upon written request, Supplier shall furnish services of qualified personnel to supervise installation and start-up and to instruct Owner's personnel in the operation and maintenance of any work, material and/or equipment at the rates set forth in the Purchase Order.

If extended service is necessary due to faulty design or malfunction of Supplier's work, material and/or equipment, Supplier shall furnish such extended services of the qualified personnel, as required, free of charge until work, material and/or equipment meets Purchase Agreement requirements.

If Buyer notifies Supplier in writing that any employee or agent of Supplier or one of its supplier's is incompetent, disorderly, or otherwise unsatisfactory,

such person shall immediately be removed from involvement in the matter which is the subject of this Purchase Agreement and shall not thereafter be employed in the performance of the work under the Purchase Agreement.

### 12.0 INSURANCE

Supplier shall, at its sole cost, provide and maintain insurance complying with the following requirements. If requested by Buyer, Supplier shall furnish evidence of compliance in the form of certificate of insurance. If required by Buyer, Seller shall cause the liability insurance policies to be endorsed to name Buyer as an additional insured.

- (a) Supplier's insurance shall include at a minimum the specific coverages and be written for not less than the limits of liability specified herein or required by laws or regulations, whichever is greater. Coverage may be provided with any combination of primary and excess limits.
- (b) Each policy of insurance shall be endorsed to provide that thirty (30) days prior written notice shall be given to Company (10 days for non-payment of premium), material reduction or restriction of coverage (except for any reduction of limits due to payment of claims), or non-renewal by the Insurer.
- (c) Supplier's insurance covering additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance.
- (d) Supplier shall require its insurance carriers, except for Professional Liability if provided, to waive all rights of subrogation in favor of additional insureds.
- (e) Supplier's insurance shall comply with all applicable insurance laws of the jurisdiction in which any part of the Work is to be performed.
- (f) Supplier's insurance shall be with reputable and financially solvent insurance companies that have been approved by the appropriate Governmental Authority to conduct insurance business in the jurisdiction where Supplier is located, and if Supplier is required under the Purchase Agreement to provide services on the Project site, in the state where the Project site is located, and are (i) rated "A-VIII" or better by A.M. Best's "Insurance Guide and Ratings" or (ii) nationally recognized within the USA and satisfactory to Buyer.

Commercial General Liability Insurance shall be occurrence type and shall protect Supplier and additional insureds against claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of performance of the Work. The policy shall also include personal injury liability coverage, contractual liability coverage, products and completed operations coverage, and coverage for blasting, explosion, collapse of buildings, and damage to underground property. The policy limits shall be in at least the amount of \$1,000,000 for each occurrence and in the aggregate.



Workers' Compensation and Employers' Liability Insurance shall protect Supplier against all claims under applicable state workers' compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen's and Harbor Workers' Act and the Jones Act. Supplier shall also be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" or "other states" provision. The Workers' Compensation policy limits are statutory; the Employers' Liability policy limits shall be in at least the amount of \$1,000,000 per accident.

Comprehensive Automobile Liability Insurance shall be occurrence type written in comprehensive form and shall protect Supplier and Additional Insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles in the performance of the Work, either on or off the Jobsite whether they are owned, non-owned, or hired. The Comprehensive Automobile Liability policy limits shall be in at least the amount of \$1,000,000 per occurrence.

If Supplier provides engineering or design services, Professional Liability insurance will be provided by Supplier. The policy limits shall be in at least the amount of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Such policy shall include contractual liability coverage covering indemnity obligations of Supplier.

Transportation Insurance shall be of the "all risks" type and will include direct physical loss or damage, including but not limited to loss caused by war, terrorism, strike, riot and civil commotion, and shall include loading and unloading, with a limit sufficient to cover the replacement cost of the Materials being shipped, insurance and freight (CIF) plus ten percent (10%). Supplier's standard transit insurance shall provide Inland Marine transit coverage up to a maximum value of \$200,000.00 per shipment, and Supplier will obtain on an as-needed basis Transit Insurance satisfying requirements in excess of Supplier's standard transit insurance. Transportation insurance shall provide for losses to be payable to Supplier and Buyer as their interests may appear. If Supplier contracts with a common carrier, Supplier shall will require that the carrier maintain Motor Truck Cargo Legal Liability coverage satisfying the terms of this agreement.

### 13.0 INDEMNIFICATION-HOLD HARMLESS

Subject to the Limitations of Liability in Section 20.0, Supplier agrees to indemnify and hold harmless Buyer from and against third party claims for expenses, costs and damages incurred by Buyer with respect to bodily injury or death and/or tangible property damage to the extent that such third party claims arise out of Supplier's negligent performance of the Contract. Supplier's indemnification obligations are contingent on Buyer's prompt notice to Supplier of any claim for indemnification and on Supplier being given the right at its expense to settle and to defend or control the defense of any suit or claim requiring indemnification.

### 14.0 ROYALTIES AND PATENTS

Supplier warrants that any Supplier-designed device, material or process produced pursuant to this Purchase Agreement will not infringe any patent, copyright, trademark or trade secret. Supplier shall pay all royalties and license fees required for use of Supplier-designed device, material or process produced pursuant to this Purchase Agreement and shall defend, save harmless and indemnify Owner and Buyer from all suits or claims whatsoever for infringement of any patent rights, copyrights, or other intellectual property rights by any Supplier-designed device, material or process.

Unless obtained by Owner or Buyer, Supplier shall obtain and pay for any permits, licenses, or royalties which may be required for the shipping, transportation, delivery, furnishing and unrestricted, perpetual, royalty-free use of any Supplier-designed device, material or process produced pursuant to this Purchase Agreement, and shall furnish evidence thereof to Buyer.

The obligations of Supplier under this Section 14.0 shall not apply to any protected device, material or process required or specified by Buyer or Owner in the Purchase Agreement.

### 15.0 NEWS RELEASES

Information for publicity of any nature with respect to any facet of Buyer's business operations shall not be released or disclosed by Supplier without prior consent of Buyer.

### 16.0 ASSIGNMENT

Neither this order nor any rights or obligations herein may be assigned by Supplier nor may Supplier delegate the performance of any of its duties hereunder without, in either case, Buyer's prior written consent. The Owner or its representatives shall have the right to substitute, subrogate or assume Buyer's rights under the Purchase Agreement, in the event that Owner declares Buyer in breach or default of the agreement between Buyer and Owner. Supplier's rights and obligations under the Purchase Agreement shall not be diminished by the assignment of Buyer's rights under the Purchase Agreement to Owner.

### 17.0 TERMINATION

Buyer may, for any reason, terminate the Purchase Agreement upon written notice to Supplier. In the event of such termination, Buyer shall be liable to Supplier for the value of the work performed and materials and/or equipment acquired for this Purchase Agreement prior to cancellation, less any salvage value, plus costs reasonably incurred by Supplier in terminating the contracts, purchase orders and operations related to the Purchase Agreement, plus overhead and a reasonable profit on work performed, materials acquired and obligations incurred prior to termination. Supplier shall not be entitled to anticipated profits on work, materials and/or equipment not provided or acquired due to Buyer's termination.

In the event Supplier fails to prosecute the work diligently or is in default of any provision or requirement of this Purchase Agreement, Buyer may terminate this



Purchase Agreement in whole or in part upon written notice to Supplier. If termination is attributable to Supplier's breach, Supplier shall not be entitled to overhead or profit for that portion of the Work which initiated the default.

### 18.0 CONSEQUENTIAL DAMAGES

In no event shall Owner, Buyer, Supplier or any of their respective parents, affiliates, subsidiaries, representatives or any directors, officers, or employees of any of the foregoing be liable to the other party or any of their respective suppliers, whether based on delay, contract, tort, negligence, warranty, indemnity, strict liability, error or omission or otherwise, for any consequential, special, incidental, indirect, exemplary, multiple or punitive damages or damages arising from or in connection with loss of use or loss of revenue or profit, actual or anticipated, or otherwise. The parties hereby release each other and each of their respective parents, affiliates, subsidiaries, representatives or any directors, officers and employees from any such liability.

Any delay or failure to perform by either party shall not constitute default if caused by a Force Majeure event. A Force Majeure event is defined as an event caused by (1) acts of God or public enemy, (2) acts of the United States or any public subdivision thereof, (3) fires, floods, explosions or other catastrophes, or (4) causes which could not have reasonably been anticipated and which are beyond the control or influence of and without fault or negligence of either party.

### 19.0 GOVERNING LAW

This contract shall be entirely governed by the laws of the State of Louisiana, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

Buyers bound by the laws of the USA shall not discriminate in recruitment or employment conditions because of race, religion, color, sex, national origin, veteran status, disabled status, or other status as defined by applicable U.S. laws and regulations, including Executive Order 11246, 41CFR60-250.4, 41CFR60-741.4(F), and 41CFR60-1.4(a), all of which are incorporated by reference into this purchase agreement.

### 20.0 LIMITATION OF LIABILITY

Except as may be provided in this Purchase Agreement relating to insurance and intellectual property indemnification, Seller's liability to Buyer under this Purchase Agreement for direct damages, whether based upon breach of any express or implied warranty, tort, contract, strict liability or otherwise, shall not exceed 100% of the amount of this Purchase Agreement. Any and all liability of Supplier under this Purchase Agreement shall cease with the expiry of the warranty period.

Buyer expressly agrees that the remedies provided in this Agreement are exclusive and that the provisions of this article shall prevail over any conflicting or inconsistent provisions set forth elsewhere in this Agreement.

### 21.0 COMPLETE AGREEMENT

The Purchase Agreement constitutes the complete agreement between the Parties with respect to the subject matter hereof, and supercedes all prior written or oral contracts, agreements, representations and/or understandings of any kind or nature that the Parties may have entered into or had prior to the date hereof with respect to the subject matter hereof.

Buyer shall be deemed to have accepted these Conditions provided Buyer has received these Conditions and either a) issued payment to Supplier; or b) authorized Supplier to commence with the Work under this Purchase Agreement.

### END OF GENERAL CONDITIONS

