

Ward Leonard Investment Holdings, LLC, Ward Leonard Operating, LLC, Ward Leonard CT, LLC, Ward Leonard Houma Holdings, LLC, Houma Armature Works Houston, LLC, and/or Houma Armature Works and Supply LLC, is the Purchaser hereinafter designated as Ward Leonard.

(1) Acceptance: Unless the Seller and Ward Leonard have executed a separate agreement with respect to the order herein (the "Order") this Order sets forth the entire agreement between the Seller and Ward Leonard with respect to the Order and supersedes all prior communications, representations or agreements between Seller and Ward Leonard with respect to the Order, whether in writing or oral, including any Sellers' quotation, proposal or specifications except as incorporated into the Order in writing. No changes to the Order or the specifications shall be binding on Ward Leonard unless in writing and signed by an authorized representative of Ward Leonard. The performance by Seller in accordance with this purchase order shall constitute acceptance by Seller of all terms and conditions stated herein. By accepting this Order the Seller agrees to manufacture the products and /or provide the materials specified in the Order to the specifications' and other terms provided in the Order. In case of error in the extension of price in this Order, the Unit Price will govern. Failure of Ward Leonard to insist upon strict performance of any obligation of Seller hereunder in accordance with the terms hereof shall not constitute a waiver by Ward Leonard of any provisions of this Order or waiver of any other default of Seller.

(2) Assignment/Delegation/Subcontracting: Seller may not assign, delegate, subcontract or transfer any Order, or the work required to be done or any payments to be made hereunder without Ward Leonard's prior written approval. In the event of agreed delegation or subcontracting, Seller shall continue to be liable with respect to all of the obligations or liabilities assumed by it hereunder and hereby guarantees satisfactory performance of the agreement, if any, by its delegate or subcontractor. Seller shall enter into a written agreement with any permitted subcontractor, which, at a minimum, meets the insurance requirements of these Ward Leonard Standard Terms and Conditions and includes provisions protecting Ward Leonard's Confidential Information in a manner consistent with the terms of this agreement.

(3) Changes: Ward Leonard reserves the right to suspend work or to make changes in drawings, designs, specifications, scope of work to be performed, time and place of delivery and method of transportation. Any change shall be in writing signed by the Ward Leonard Authorized Representative. If any change has an effect on the price, warranty, delivery date or indemnification provisions of the Order, the change shall be subject to approval, in writing, by Seller and the Ward Leonard Authorized Representative. Any change accepted by Seller and Ward Leonard shall be considered an amendment to the Order.

(4) Termination: Ward Leonard shall have the right to terminate the Order for its convenience, in whole or in part, at any time prior to shipment by written or electronic notice to Seller. If an Order is terminated for convenience, then the termination date shall be not less than 10 days from the date of notice, unless otherwise mutually agreed to by the parties. Upon receipt of such termination notice, Seller shall promptly comply with the directions contained in such notice and shall, as required, (a) take actions necessary to terminate the work as provided in the notice, minimizing costs and liabilities for the terminated work, and (b) continue to perform any part of the work not terminated by Ward Leonard.

(5) Shipping and invoicing Instructions: Seller shall enclose packing slips and Certificates of Compliance along with mercury, asbestos free certificates and contain less than 6% magnesium as called out on the drawing and or purchase order in each separate container. Ward Leonard's count or weight shall be accepted as final and conclusive on shipments. Packing slips shall not contain pricing information. Seller shall issue either separate (or in the case of summary billing) detailed itemization of each order and line item indicating the amount of material shipped. In addition Ward Leonard's purchase order number, part number, and the United States Government number (if applicable) shall appear on all invoices, crates or boxes, bills of lading, express receipts, correspondence, and other instruments in connection with the order.

Seller shall comply with the provisions and follow the procedures for routing and packaging as outlined by Ward Leonard in writing in each Order. Ward Leonard will not accept any packaging charges that were not agreed to in writing.

(a) Hazardous Materials: If the product or materials to be shipped under this Order have been classified as hazardous materials by the U.S. Department of Transportation, Seller warrants that the product shall be packaged, marked and labeled in full compliance with the Hazardous Materials Transportation Act of 1974 and regulations issued there under by the Department of Transportation, Materials Transportation Bureau, as amended from time to time.

(6) Deliveries: Delivery in the exact quantities ordered, must be delivered to Ward Leonard's dock on the exact date specified on Ward Leonard's Order. Time being of the essence, Seller must report any delays in a schedule immediately as they become known to Seller. If (1) deliveries are not made at the time agreed upon, or services performed at times specified herein, or (2) Seller fails to perform on any of the provisions, or (3) Seller fails to make progress so as to endanger performance of this Order, Ward Leonard reserves the right to cancel this Order at no cost to Ward Leonard and may purchase substitute goods elsewhere and may charge Seller with any excess cost incurred for such substitute goods. Seller agrees to pay premium freight charges for deliveries considered past due. Ward Leonard reserves the right to charge back the Seller for any late deliveries which have in turn resulted in any default, demurrage or penalty fee from the end use customer. Ward Leonard expressly retains all of its rights and remedies provided by law in case of such default without regard to any corrective or make good action on the part of the Seller.

(7) Payment Terms: Invoices of Seller with respect to goods or materials finally accepted by Ward Leonard in accordance with Section 8 of these terms and conditions will be paid (45) days on the later of invoice date and shipment and final acceptance of all goods and materials in accordance with this Order unless otherwise stated on the face of the Order

(8) Inspection and Acceptance: Any article or material purchased hereunder shall be subject to inspection and test by Ward Leonard to the extent practical at all times and places, including the period of manufacture, prior to final acceptance. Ward Leonard may inspect the plant or plants of the Seller or of any of its subcontractors engaged in the performance of this order. If any inspection or test is made by Ward Leonard on the premises of the Seller, the Seller, without additional charge, shall provide all reasonable data, facilities, and assistance for Ward Leonard's inspector/s performance of their duties. All inspections and tests shall be performed in such a manner as not to unduly delay the work. No inspection or test made prior to final inspection and acceptance shall relieve the Seller from responsibility for defects or the failure to meet the requirements or the specifications governing the Order. Final inspection and acceptance of material or goods shall be made by Ward Leonard after delivery or as otherwise indicated in this Order. Ward Leonard acceptance after such inspection shall be respect to measurable compliance of the goods or materials with Order specifications and shall not constitute acceptance with respect to latent defects, compliance with warranties not measurable at the time of acceptance, fraud, or gross error.

Ward Leonard reserves the right to reject and receive full credit for any articles, which are defective as to material, workmanship, quality or otherwise, or which in any respect are not in conformity with specifications, requirements, drawings or the sample approved by Ward Leonard. Without extra cost to Ward Leonard, Seller shall immediately, upon receipt of written instructions from Ward Leonard Purchasing Representative, replace all rejected material, including material damaged due to unsatisfactory packing by seller/manufacturer. Rejected articles shall not be re-submitted for acceptance without concurrent notice of their prior rejection. Defective material or materials not in accordance with specifications of Ward Leonard will be held for instructions from the Seller and at the risk and expense of the Seller. If such instructions are not received from the Seller within (10) business days of notice to Seller from Ward Leonard, rejected material will be deemed abandoned and may be disposed of by Ward Leonard without their obligation to the Seller.

(9) Charge Back Policy: In case any material or items are defective in material or workmanship, or otherwise not in strict conformity with the requirements of this order, Ward Leonard shall have the right either to reject said material, require correction, or accept it with an equitable adjustment in price. Any material or item which has been rejected, or is required to be corrected may be returned to and shall be replaced or corrected by and at the expense of the Seller including transportation charges, promptly after notice. If, after being requested by Ward Leonard, the Seller fails to promptly replace or correct defective material or item within the order delivery schedule, Ward Leonard may (1) by order or otherwise, replace or correct such article, material or items and charge the Seller the cost or replacement or correction incurred by Ward Leonard, or (2) without further notice terminate this Order for default, or (3) require a reduction in price which is equitable under the circumstances.

In addition to the remedies set forth in Section 8 hereof, Ward Leonard may charge back Seller for the inspection and handling of all non-conforming and rejected materials. For each occurrence of non-conforming or rejected material, the Seller will be charged an administrative fee of \$150.00 and a handling fee of \$50.00 per man hour. Charges will be debited against current invoices.

Additional costs associated with part shortages due to Seller quality problems, including but not limited to freight, labor, line stoppages etc. may become the responsibility of the Seller.

(10) Warranty: By accepting this Order, Seller warrants that all articles delivered shall be of the best quality, quantity, size and description and dimensions specified and shall in every respect be strictly in accordance with Ward Leonard's specifications, drawings, and approved sample, if any, and suitable for the purposes designated. Seller warrants the articles to be free from defects in materials, workmanship, and fabrication. This warranty shall survive acceptance and payment, and shall run to Ward Leonard, its successors, assigns, customers and the end users of its product.

(11) Indemnification: Seller shall, at Seller's sole cost and expense, release, defend indemnify and hold Ward Leonard, and its directors, officers, agents, and employees harmless from and against all claims, demands, disputes, complaints, causes of action, suits, losses and damages (including attorneys' fees) of any kind to the extent they in any way relate to or arise, in whole or in part, due to (a) Seller's or Seller's subcontractors, or agents or the employees of any thereof, in the performance of this Order or any breach or default hereunder or (b) a claim that the goods or services Seller provides pursuant to the Order are dangerously defective, or (c) a claim that Seller's products or services, or any part thereof, infringes a patent, copyright, trademark, trade secret or other intellectual or proprietary right of a third party.

(12) Insurance: Seller shall take out and maintain with carrier(s) reasonably acceptable to Ward Leonard and licensed to do business where the purchase order is being performed the following minimum insurance at its expense for the duration of this purchase order: (a) Commercial General Liability Insurance including coverage for bodily injury and property damage, products and completed operations, pollution (trucking firms and onsite Sellers only), and personal and advertising injury liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate; (b) Comprehensive Automobile Liability with limits of not less than \$1,000,000 combined single limits per occurrence, which insurance will be in effect for all owned/non-owned/hired vehicles of Seller, Uninsured and Underinsured Motorists limit of \$1,000,000 or greater; (c) Workers Compensation Coverage in compliance with applicable state law, and Employer's Liability Insurance with a limit of at least \$1,000,000; (d) Umbrella Policy that yields limits of not less than \$5,000,000 per occurrence and \$5,000,000 general aggregate for each; and (e) if materials and/or services include professional services, Professional Errors and Omissions with limits of not less than \$1,000,000 claims made. Ward Leonard will be added in insurance coverages described in (a) and (b) as an Additional Insured. None of the above insurance coverages shall be cancelable or materially modified except upon sixty (60) days' prior written notice to Ward Leonard. Policies shall provide a waiver of subrogation in favor of Ward Leonard, as applicable, and shall be primary and non-contributory. Seller will provide to Ward Leonard certificates of insurance evidencing the above described coverages.

(13) Tools and Materials: Ward Leonard shall retain title to any designs, sketches, drawings, blueprints, patterns, dies, molds, tools, special appliances and materials furnished by or paid for by Ward Leonard in connection with this order. The property shall be labeled, recorded and identified as property of Ward Leonard, segregated from all Seller and third party property, and retained by the Seller on consignment subject to examination at any time by Ward Leonard. They shall be maintained in good condition at the Seller's expense, and kept insured by the Seller with loss payable to Ward Leonard. Such tools and materials will be used exclusively in the production for Ward Leonard product and services. Such tools and materials shall be subject to disposition by Ward Leonard at any time and upon demand, they shall be returned to Ward Leonard.

(14) Taxes: Seller shall not collect or remit and Ward Leonard shall not be liable for, any such taxes if Ward Leonard has provided Seller with a tax exemption certificate. If Ward Leonard is required by the law of any jurisdiction to withhold any taxes, duties, fees, levies, or charges ("Withholding Taxes") from any fees or other charges (including reimbursement of expenses) paid to Seller, Ward Leonard will be entitled to deduct the amount of such Withholding Taxes from the amount of such fees or other charges (including reimbursement of expenses).

(15) Confidentiality: Unless otherwise agreed by Ward Leonard in writing, Seller shall keep confidential and not disclose to any third party, any confidential and/or proprietary materials provided by Ward Leonard to Seller in connection with Seller's performance of this Purchase Order or prepared by Seller specifically for Ward Leonard pursuant to this Purchase Order, including but not limited to any drawings, masters, software, specifications, raw materials, components, data, business information or plans, customer lists or other customer information ("Confidential Information"). Seller shall not make any copies of Confidential Information except as specifically authorized by Ward Leonard in writing. At the completion of this Order, or upon Ward Leonard's request, Seller shall promptly return to Ward Leonard all Confidential Information not consumed in the performance of this Purchase Order, together with any copies in Seller's possession. Seller shall use Confidential Information solely for Seller's performance of this Order for Ward Leonard, and Seller shall not, without Ward Leonard's written consent, directly or indirectly use Confidential Information or information derived therefrom in performing services or providing goods for any other customer of Seller, or any other person or entity.

(16) Governing Law: This Order shall be interpreted and construed in accordance with and governed by the laws of the State of Connecticut. All disputes among the parties shall be adjudicated in the state or federal courts located in the city of Waterbury in Connecticut and all parties submit to the jurisdiction of such courts.

(17) Government Acquisition: All aspects of this purchase order are subject to any/all Federal Acquisition Regulations (FAR) and DOD Supplemental (DFAR) clauses, which may be assigned to the purchase order at time of order placement.

(18) Compliance with the law: By accepting this Order, Seller represents and warrants that the materials furnished under this Order have been or will be manufactured and sold in compliance with all relevant Federal, State and Local laws and regulations. Seller agrees to hold Ward Leonard harmless from and to indemnify Ward Leonard for any losses, expenses, costs or damages resulting from Seller's breach of warranty.