

## STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS AND/OR SERVICES

The Customer (identified by company name on an invoice, acknowledgement ticket, purchase order, rate sheet or other hard copy or electronic correspondence) agrees and authorizes Tri-State Industrial Group, LLC, and/or its related affiliates: Tri-State Electrical Contractors, Inc., Tri-State Automation & Controls, Inc., Tri-State Concrete & Foundations, Inc., and Great Plains Construction, Inc. (collectively "TRI-STATE") to perform service work, consulting, and provide goods and materials, whether or not described herein (the "Work") under the following Standard Terms and Conditions, which are expressly made a part of the agreement between Customer and TRI STATE (the "Agreement"), without liability for interruption of service, or incidental, special, or consequential damages:

1. **TERMS OF AGREEMENT** -- The Agreement between Customer and TRI-STATE shall consist of these terms and conditions and any specifications, drawings, samples, or other written terms and conditions which are specifically incorporated in the Agreement, including any terms and conditions set forth on TRI-STATE's web site. Any purchase order, acknowledgment ticket, invoice, supplemental agreement, or other instrument of Customer, or acceptance of the goods and services provided hereunder by Customer, shall be construed as an acceptance of this Agreement. Any attempt by Customer to insert or include any different or additional terms and conditions not in conformity with this Agreement shall be null and void. In the event of conflict between this Agreement and other provisions specifically incorporated in writing in the Agreement by TRI-STATE, this Agreement shall prevail. The Agreement shall not be modified or altered by any subsequent course of performance between Customer and TRI-STATE, and this Agreement shall constitute an express waiver and variance from, amendment to, or modification of, any agreement submitted by Customer to TRI-STATE. In rendering any service or providing any product hereunder, TRI-STATE shall at all times be an independent contractor.
2. **PAYMENT** -- Payment on all orders shall be and is hereby due within thirty (30) days after date of invoice. Interest at the rate of eighteen percent (18%) per annum will be charged on all past due balances. Customer shall be liable for all costs, including reasonable attorney's fees, incurred by TRI-STATE in attempting to collect any past due balance.
3. **QUOTATIONS** -- All quotations, if any, are made for prompt acceptance and any term quoted therein is subject to change without notice, unless specifically stated otherwise in the quotation. Prices quoted by TRI-STATE and accepted by Customer are subject to escalation, if any, as specified in TRI-STATE's quotation. All prices are exclusive of any federal, state, or special taxes imposed on the sale or use of goods and services sold.
4. **CANCELLATION** -- Purchase orders once placed can be canceled only with TRI-STATE's written consent, and then only without loss to TRI-STATE, including compensation to TRI-STATE for all completed work, work in progress, and work-related special materials, fabrication, assembly, engineering, general and administrative expenses, subcontractor cancellation charges, and normal profits. No products may be returned for credit or adjustment without express written permission from TRI-STATE.
5. **MODIFICATIONS** -- TRI-STATE reserves the right to change or modify the design and construction of any products or the procedures and methods for any of its services without incurring any obligation to furnish or install such changes or modifications on products previously or subsequently sold or to use such procedures or methods with respect to services previously or subsequently provided.
6. **WARRANTY** -- (A) Any manufacturers' warranties, if any, shall pass through to Customer to the extent permitted by law, and TRI-STATE shall use reasonable efforts to assist Customer in making contact with the manufacturer to assert warranty claims. TRI-STATE shall incur no other or further obligation to Customer, and nothing herein shall be construed as rendering TRI-STATE as an agent of Customer; (B) **THE EXPRESS WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. CUSTOMER'S SOLE REMEDY IS ADDRESSED IN SECTION 12 AND TRI-STATE'S SOLE OBLIGATION ARISING OUT OF OR IN CONNECTION WITH DEFECTS IN MATERIALS OR WORKMANSHIP OR SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE THOSE STATED IN THIS SECTION.**
7. **TIME OF PERFORMANCE** -- Promises of delivery of products or performance of services are given as accurately as conditions permit and every effort will be made to make deliveries and perform services as scheduled. TRI-STATE assumes no liability for damages arising out of failure to deliver material or perform services as scheduled. If Customer requires additional work, inspection or testing, it shall be charged to Customer's account and will be considered as extending the performance dates accordingly.
8. **FAILURE TO DELIVER** -- TRI-STATE shall not be liable for failure or delay in delivery services or products due to acts of God, war, civil commotion, labor disputes and strikes, including those involving employees of TRI-STATE, fire, flood or other casualty, governmental action, priorities or regulations, lack of ability to obtain satisfactory raw materials, components, supplies, fuel, power or transportation, breakdown of equipment, supplier or sub-contractor delay or any other events or causes beyond TRI-STATE's control whether or not foreseeable or of similar or dissimilar nature than those enumerated, TRI-STATE shall have such additional time within which to perform as may be reasonably necessary under the circumstances and shall have the right to apportion its production and services among its customers in such manner as it may consider to be equitable. All claims regarding shortages must be made within thirty (30) days from receipt of shipment, and must be accompanied by the packing list(s) and appropriate documents covering the shipment.
9. **TRANSPORTATION COSTS** -- Unless otherwise specified in TRI-STATE's invoice, Customer shall pay all transportation charges for products of or sold by TRI-STATE based on point of shipment or manufacture, insurance charges and charges for stampings, bills of lading, or other documents.
10. **RISK OF LOSS** -- Unless otherwise expressly agreed by TRI-STATE in writing, title and risk of loss, injury, or destruction shall pass to Customer at point of origin of the statement. Any such loss, injury, or destruction shall not release Customer from its obligation under the Agreement.
11. **CUSTOMER INDEMNIFICATION OF TRI-STATE** -- Customer agrees to indemnify, defend and hold TRI-STATE harmless from and against all claims, demands, actions whether civil or administrative, liability, fines, penalties and expense, whether based on warranty, contract, tort, strict liability or otherwise.
12. **NONCONFORMING GOODS OR SERVICES** -- Customer shall notify TRI-STATE in writing of any alleged nonconformity of goods and/or services tendered by TRI-STATE under this Agreement within ten (10) days after receipt of the goods or services or within five (5) days after the alleged nonconformity could have been reasonably discovered, whichever date shall be the later. Such written notice shall provide a detailed explanation and description of the alleged nonconformity. In the event TRI-STATE agrees with Customer's nonconformity assessment(s), TRI-STATE shall have the right, at its sole and exclusive option, to cure the improper tender or delivery by correcting the tender or substituting tender of conforming goods and/or services within a reasonable time after receipt of Customer's notice of nonconformity. Customer shall grant TRI-STATE's reasonable requests for extension of time to cure any improper tender. Customer's failure to provide notice of nonconformity as above-described shall be prima facie evidence of conformity of the goods and services tendered by TRI-STATE under the Agreement. Customer shall protect and preserve all allegedly nonconforming goods and shall strictly follow the reasonable instructions of TRI-STATE. Customer shall incur only those expenses that are reasonable and necessary in fulfilling its obligation to protect and preserve all allegedly nonconforming goods.
13. **LIMITATION OF LIABILITY** -- The liability of TRI-STATE, its agents, employees, subcontractors and suppliers with respect to any and all claims arising out of the performance or non-performance of TRI-STATE's obligations in connection with the design, manufacture, sale, delivery, storage, installation and/or use of the products sold under the Agreement, or the rendition of services hereunder, whether based on warranty, contract, negligence, strict liability or otherwise, shall not exceed, in the aggregate, the net purchase price (excluding taxes and freight) for such products or services, and shall in no event include damages for loss of profits or revenue; loss by reason of plant shut-down; increased expense of operation of plant or equipment; increased cost of purchasing or providing equipment, materials, supplies or services; cost of replacement power or capital; claims of Customer's customers; inventory or use charges; or incidental or consequential damages of any nature.
14. **DISPUTE RESOLUTION/VENUE/CONTROLLING LAW** -- **TRI-STATE AND CUSTOMER AGREE ALL DISPUTES, CONTROVERSIES, OR CLAIMS REGARDING THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE VALIDITY OF THIS PROVISION, ARBITRABILITY OF THIS AGREEMENT, OR ANY OTHER ISSUE OR MATTER, ARE TO BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION, PURSUANT TO THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION, BY A SINGLE LICENSED ATTORNEY ARBITRATOR, APPOINTED IN ACCORDANCE WITH THOSE RULES AT AND IN OKLAHOMA COUNTY, OKLAHOMA, AND WHICH ALL COSTS AND EXPENSES OF THE SAME, INCLUDING ATTORNEY FEES, SHALL BE BORNE BY THE NON PREVAILING PARTY. THE LAWS OF THE STATE OF OKLAHOMA SHALL IN ALL RESPECTS GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT, AND INTERPRETATION OF THIS AGREEMENT.**
15. **ATTORNEY'S FEES** -- In the event it becomes necessary for any Party to bring an action for enforcement of this Agreement, the prevailing Party shall be entitled to all costs and expenses of the same, including attorney's fees, incurred in such enforcement and collection of any sums owed under this Agreement.
16. **SEVERABILITY** -- If any provision of this Agreement is deemed illegal, unenforceable or unconscionable, the remainder of the Agreement shall not be affected thereby.
17. **WAIVER** -- Any waiver of any right or provision of these Terms and Conditions by TRI-STATE at any time shall not be construed as a waiver or bar of any such right or provision at any future time, unless expressly stated by TRI-STATE in writing.