

**IOWA 80 GROUP AND ITS SUBSIDIARIES  
GENERAL TERMS AND CONDITIONS**

Iowa 80 Group and its Subsidiaries, herein after referred to as "Purchaser" agrees to purchase and Vendor agrees to develop and supply the Goods and/or provide the Services described in this Agreement including any document, drawing, or schedule referred to or incorporated by reference in this Agreement (collectively, the "Agreement"), subject to the following:

1. **ACCEPTANCE.** This Agreement shall be deemed to be accepted and shall be a binding contract for the sale of the Goods and/or the provision of the Services upon the first to occur of the following events: Vendor or its agent executing and delivering the acknowledgement copy of this Agreement to Purchaser; Vendor shipping or delivering the Goods to Purchaser; or Vendor commencing the performance of the Services.

2. **GOVERNING TERMS AND CONDITIONS.** The terms and conditions set forth in this Agreement constitute the sole and exclusive agreement between Purchaser and Vendor and shall supersede any prior agreements or commitments, whether oral or written. Acceptance of this Agreement is expressly limited to acceptance of the terms and conditions set forth in this Agreement only. Purchaser hereby gives notice that it objects to and rejects any terms or conditions contained in any document that has been or may in the future be supplied by Vendor to Purchaser that are in addition to, different from, inconsistent with, or that attempt to vary any of the terms or conditions of this Agreement, whether such terms or conditions are set forth in Vendor's tender, proposal, Agreement acknowledgement, invoice, or otherwise. Purchaser' acceptance of the Goods and/or Services shall not be construed as an acceptance of any terms or conditions contained in any such document. If this Agreement is deemed to be an acceptance of a prior offer by Vendor, such acceptance is conditional on Vendor's assent to all the terms and conditions set forth in this Agreement.

3. **MODIFICATIONS AND REVISIONS.** No revision or modification of the terms and conditions of this Agreement shall be binding on Purchaser unless such revision or modification is expressly accepted in writing by an authorized officer of Purchaser.

4. **CONTROL OF THE SERVICES.** Vendor shall have complete control of the Services and shall effectively direct and supervise the Services using its best skill and attention. Vendor shall be entirely responsible for compliance with the provisions of this Agreement, and shall pay and satisfy all proper invoices, claims, and accounts of any employee or subcontractor.

5. **DELIVERY, TITLE, AND RISK.** Delivery of the Goods, if any, to Purchaser shall take place at Purchaser' plant site or such other shipping destination specified on the face of this Agreement. Notwithstanding any shipping arrangement specified in this Agreement, Vendor shall have the risk of loss for all Goods shipped under this Agreement until receipt of delivery and acceptance of such Goods by Purchaser at the specified location, at which time title to and the risk of loss with respect to such Goods shall pass to Purchaser. Partial shipments are not permitted unless otherwise agreed to in writing by Purchaser. For the purpose of securing Vendor's performance of its obligations under this Agreement, Vendor hereby grants to Purchaser a security interest in and to the completed or partially completed Goods covered by any progress payments by Purchaser.

6. **TAXES.** All applicable sales, use, privilege, ad valorem, or excise taxes payable by Purchaser shall be separately identified on the face of this Agreement. Any such taxes not so identified shall be deemed to be included in the price.

7. **PRICE.** Unless otherwise specified in this Agreement, the stated price is in United States currency and includes all duties, levies, freight charges, packing charges, insurance charges, installation charges, and any other charges whatsoever in connection with the Goods and/or Services. Vendor shall provide all properly completed customs invoices, declarations, and evidence of export/import, as well as such operating and maintenance manuals as may be reasonably required by Purchaser. Vendor warrants that the prices for the Goods and/or Services are not less favorable than those currently extended to any other customer for the same or similar Goods and/or Services in similar quantities or arrangements. If Vendor reduces its price for the Goods and/or Services during the term of the Agreement, Vendor agrees to reduce the prices of the Goods and/or Services provided to Purchaser correspondingly.

8. **PAYMENT.** Unless otherwise specified in this Agreement, payment of Vendor's invoice shall be due 30 days after receipt by Purchaser, provided that Purchaser do not otherwise contest the amount of such invoice in good faith. In the case of Services performed at Purchaser' plant site, payment shall not be due until Vendor has delivered such releases or waivers of all claims for mechanics' and materialmen's liens as Purchaser may reasonably require.

9. **INSPECTION.** Purchaser shall have the right to inspect the Goods, if any, at Vendor's plant or other place of manufacture. Notwithstanding any such inspection, all Goods are subject to Purchaser's' final inspection and acceptance on delivery. If rejected, the Goods will be held for disposal at Vendor's risk and expense. No inspection, acceptance of any part or all of the Goods, or payment shall relieve Vendor from full responsibility for furnishing Goods conforming to the requirements of this Agreement, nor prejudice any claim, right, or privilege Purchaser may have for defective or unsatisfactory Goods, delays in delivery, or other non-compliance with this Agreement by Vendor.

10. **WARRANTY.** In addition to any other express or implied warranties, Vendor expressly warrants that: (a) it has good and marketable title to all Goods furnished under this Agreement and the right to transfer title to such Goods to Purchaser free of all liens and encumbrances; (b) all Goods supplied and/or Services provided shall be performed in accordance with all applicable specifications, drawings, descriptions, or samples furnished and in accordance with all other requirements of this Agreement and the representations of the Vendor; (c) all Goods shall be of new and first-class material and workmanship, shall be fit and suited for the purpose and use contemplated by this Agreement, and shall be of merchantable quality; (d) all Goods and/or Services furnished shall be free from defects in material, design, or workmanship; (e) all Services shall be performed in a workmanlike manner and in accordance with the highest standards for such Services in the logistics consulting industry; and (f) all computer software, hardware, and firmware supplied by the Vendor shall be free of any harmful programs or data that disrupt the proper operation thereof, and will perform the functions and meet or exceed the performance criteria for such hardware, software, or firmware described in this Agreement. Vendor shall promptly repair, replace, and correct defects in the Goods and/or Services not conforming to any warranty, without expense to Purchaser, when notified of such non-conformity by Purchaser.

11. **COMPLIANCE WITH LAWS AND SAFETY.** Vendor warrants and agrees that all Goods and/or Services furnished shall be produced in accordance and comply with all applicable federal, provincial, state and local laws, ordinances, codes, standards, rules and regulations in force at the time of supply and/or performance including, without limitation, the Fair Labor Standards Act, and all occupational safety and health (including any hazardous communications rule), and environmental and hazardous materials laws and regulations. Vendor shall have complete control and responsibility for the safety and health of its employees and agents while

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engaged in the performance of the Services at Purchaser's plant site. Vendor shall obtain all necessary permits and/or licenses and give all necessary notifications for the supply of the Goods and/or the performance of the Services.

**12. ENVIRONMENTAL MATTERS.** Vendor represents and warrants that any chemical (including any mixture) supplied to Purchaser for resale, use, or consumption in the United States, is listed by the United States Environmental Protection Agency pursuant to the Toxic Substances Control Act. Vendor agrees that it shall not cause, allow, suffer, authorize, or permit: (a) any contaminants, chemicals, or other materials subject to any public disclosure requirement to be brought onto Purchaser' property without Purchaser' prior written consent and without first complying with any applicable reporting or notification requirements; (b) any Release or threatened Release that arises or result from or relates to the provision of the Services; or (c) conduct any act on Purchaser' property in violation of any environmental law or regulation. Contractor agrees that it shall: (a) conduct its operation in a manner so as to minimize the potential for or risk of a Release; (b) promptly notify Purchaser upon becoming aware of a Release or threatened Release that arises or results from or relates to the provision of the Services; and (c) take immediate measures to contain, prevent the migration of, and if possible, clean up, remove, or treat any Release in cooperation with Purchaser. For purposes of this Paragraph, "Release" means any spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration of any contaminant, whether intentional or not, into or onto Purchaser' property.

**13. DELAY.** Time is of the essence of this Agreement. Vendor agrees that it will complete the delivery of the Goods and/or perform the Services in accordance with the times specified in this Agreement. Vendor shall furnish Purchaser upon request a progress schedule showing the status of the manufacture of the Goods, the expected shipping date, and/or the progress in the performance of the Services. Vendor shall immediately notify Purchaser in writing if the supply of the Goods and/or performance of the Services will be delayed, indicating the cause and extent of the delay, but this shall not relieve Vendor of its obligation to deliver and/or perform as required by this Agreement.

**14. WAIVER OF CONSEQUENTIAL DAMAGES.** In no event shall Purchaser be responsible or liable for Vendor's loss of actual or anticipated profits or loss of business nor for any other special, indirect, or consequential damage arising out of or relating to this Agreement or from the performance, suspension, termination, or breach thereof, whether based upon principles of equity, contract, tort (including but not limited to negligence) or otherwise. All claims for money due or to become due from Purchaser will be subject to deduction or set off against any claim by Purchaser against Vendor arising out of the Agreement or any other transaction between Purchaser and Vendor or its affiliates.

**15. PATENT INFRINGEMENT.** Vendor warrants that neither the Goods and/or Services nor any use thereof shall infringe on any existing or pending patent, copyright, trademark, trade name, invention, or process of manufacturing or other intellectual property right.

**16. OWNERSHIP OF INTELLECTUAL PROPERTY.** Vendor agrees to grant and assign, and does hereby irrevocably grant and assign to Purchaser and its successors and assigns all worldwide right, title, and interest in any and all inventions, discoveries, computer programs, software, data, technologies, designs, innovations and improvements, and related patents, copyrights, trademarks and other industrial and intellectual property rights and applications therefore made or conceived by Vendor or its agents or employees in connection with the performance of this Agreement. Vendor acknowledges and agrees that anything that is capable of copyright protection made, designed or developed pursuant to this Agreement shall be a "work made for hire" for Purchaser. Vendor agrees to: (a) provide all reasonable assistance to Purchaser, at Purchaser' expense and without additional consideration, to secure, perfect, register, apply, and defend for Purchaser' benefit all protectable intellectual property including patents, trademarks, trade secrets, and copyrights; and (b) to disclose to Purchaser any potentially protectable intellectual property that is made or conceived in connection with the performance of this Agreement. Vendor warrants that all of its agents or employees have agreed to assign and have assigned their rights to Purchaser for any potentially protectable intellectual property that is developed in connection with the performance of this Agreement.

**17. CONFIDENTIALITY.** Vendor agrees to maintain in strict confidence any specifications, designs, patterns, samples, or other similar items or other technical, commercial or financial information relating to Purchaser' business (the "Information") that Vendor may obtain or that Purchaser may in any way disclose in writing or orally to Vendor in connection with this Agreement. Vendor shall use reasonable efforts to maintain the confidentiality of the Information and shall not disclose the Information to any person or entity except as may be specifically authorized by Purchaser in writing.

**18. TOOLING.** All tools, dies, molds, patterns, jigs, masks, and other equipment (collectively, "Tooling"), and materials furnished by Purchaser to Vendor or paid for by Purchaser directly or indirectly, and any replacements thereof, shall be and remain Purchaser' property. Vendor shall safely store such property separately from Vendor's property, shall plainly identify such property as Purchaser' property, and shall not use, in any other manner whatsoever, such property except in filling this Agreement for Purchaser. All such property shall be held at Vendor's risk, shall be insured by Vendor at its expense for an amount equal to its replacement cost with Purchaser named as loss payee, and shall be returned promptly to Purchaser or Purchaser' designee on the earlier of Purchaser' request or the termination or completion of the Agreement.

**19. INFORMATION FURNISHED TO PURCHASER.** Purchaser shall have the right to make copies of or otherwise use for its own purpose (including duplicating any components of the Goods for use as replacement or spare parts at Purchaser' plant site) any drawings or other information provided by Vendor in the course of its performance under this Agreement.

**20. WAIVERS.** No waiver of any provision of this Agreement shall: (a) be binding unless given in writing and signed by an authorized officer or agent of the party to be bound thereby; or (b) imply a waiver of that provision for the future or of any other provisions in this Agreement, unless the waiver expressly so states.

**21. ASSIGNMENT AND SUBCONTRACTING.** No part of this Agreement may be assigned or subcontracted by Vendor without the prior written consent of Purchaser. No assignment or subcontracting of all or any part of this Agreement by Vendor will relieve Vendor from liability under this Agreement.

**22. GOVERNING LAW.** The laws of the State of Iowa shall apply to and govern the interpretation, validity, and enforceability of this Agreement, excluding Iowa law with respect to conflicts of law. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in the State of Iowa, and Vendor and Purchaser consent to the personal and exclusive jurisdiction and venue of these courts.

**23. VENDOR INDEMNITY.** Except as expressly prohibited by law, Vendor shall indemnify and hold Purchaser harmless from and against any and all claims, demands, damages, losses, expenses, costs (including legal fees), fines, and penalties sustained or

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incurred by or asserted against Purchaser to the extent based upon, related to, or arising out of: (a) any breach by the Vendor of any term, condition, covenant or warranty contained in this Agreement; (b) any defect in the Goods and/or Services furnished pursuant to this Agreement; or (c) any act or omission of Vendor or Vendor's agents, officers, employees, or subcontractors in the course of furnishing the Goods and/or Services.

**24. SITE WORK.** When any aspect of this Agreement involves attendance at or the performance of Services at Purchaser's plant site or the site of any Purchaser customer, the following additional provisions shall apply: (a) Vendor and its agents, officers, employees, and subcontractors shall comply with all site rules and all safety and security regulations imposed by Purchaser (or its customer, if at such customer's site); (b) Vendor shall take all necessary precautions to prevent the occurrence of any injury to person or property during the performance of the Services; (c) Vendor shall maintain the following insurance during the performance of the Services, and shall provide Purchaser with satisfactory proof of such insurance coverage: (i) general liability insurance covering all sums for which Vendor shall become legally liable to pay as damages arising out of property damage, personal injury, bodily injury, sickness or death; (ii) automobile liability insurance covering all sums for which Vendor shall become legally liable to pay as damages arising out of bodily injury, sickness or death or property damage, arising out of the operation of owned or non-owned automobiles; (iii) Workers' Compensation Insurance to conform with the laws and limits in accordance with statutory requirements of the applicable jurisdiction, and employer's liability insurance covering all sums for which Vendor shall become legally liable to pay as damages arising out of bodily injury to or occupational disease of the employees of Vendor or employees of any subcontractor of Vendor; (iv) if the Services require any professional engineering, design, architectural, or survey services, professional liability insurance covering all sums for which Vendor shall become liable to pay as damages arising out of property damage or personal injury, bodily injury, sickness, or death (such policy shall be maintained for three years beyond final completion of the Services); (d) all required insurance coverage specified above shall: (i) except as otherwise expressly provided, provide for combined single limit of liability for each occurrence of not less than \$1,000,000.00; (ii) include a waiver of subrogation clause in favor of Purchaser; (iii) name Purchaser as an additional insured with respect to the operations of Vendor; and (iv) provide that at least 30 days' written notice shall be given to Purchaser prior to any material change or cancellation of any such policy or policies.

**25. SEVERABILITY.** If for any reason any provision of an Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected. Such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and, in its modified form, such provision shall then be enforced.

**26. SURVIVAL OF OBLIGATIONS.** Notwithstanding the cancellation, expiration or termination of this Agreement for any reason whatsoever, all covenants and agreements to be performed and/or observed by Supplier under this Agreement after the cancellation, expiration or termination of this Agreement or that by their nature survive such cancellation, expiration or termination, shall survive any such cancellation, expiration or termination.

**27. ATTORNEYS' FEES.** In the event that either party institutes any legal action to enforce its or his rights under, or to recover damages for breach of this Agreement, the prevailing party shall be entitled to recover from the other party any reasonable expenses for attorneys' fees and costs incurred by the prevailing party in such action.