

PURCHASE ORDER TERMS AND CONDITIONS
Catalytic Combustion Corporation

1. **Governing Law, Jurisdiction, and Venue.** This transaction shall be governed by, and this order shall be construed and enforced in accordance with the laws of the State of Wisconsin. With respect to any action instituted by Supplier or Catalytic Combustion Corporation ("Buyer") relating to this Purchase Order, the parties accept the exclusive jurisdiction of the courts of the State of Wisconsin, and agree that venue shall lie exclusively in Chippewa County, Wisconsin.
2. **Attorneys' Fees.** If an action is brought hereunder to enforce the terms of this Purchase Order, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees, from the non-prevailing party.
3. **Packing.** All products and materials hereunder shall be packed and shipped by Vendor in accordance with Buyer's instructions and good commercial practice so as to ensure that no damage shall result from weather or transportation. Supplier shall make reasonable efforts to secure the lowest transportation cost unless otherwise stated on the purchase order.
4. **Inspection.** Products and materials hereunder are subject to inspection and approval at Buyer's destination. Buyer may return any products and materials which are defective, unsatisfactory, or of inferior quality or workmanship, or which fail to meet the specifications or other requirements of this order. Such products and materials shall, unless used by Buyer, remain the property of Supplier and may be returned at Supplier's risk and expense; Supplier shall reimburse Buyer for all prior payments thereof and costs incurred in connection with delivery or return of such products and materials.
5. **Warranty.** Supplier expressly warrants to Buyer that all products and materials covered by this Purchase Order (i) do not violate any patent, trademark, copyright, or other intellectual property right; (ii) shall conform with all specifications, drawings, models, dimensions, statements on containers or labels, descriptions, and samples furnished to or by Supplier; (iii) shall conform to all industry standards; (iv) shall be new and free from defects in design, materials used, and workmanship; and (v) shall be adequately contained, packaged, marked, and labeled. Supplier also expressly warrants to Buyer that (i) Supplier has the right, power, and authority to sell and transfer the products and materials to Buyer; (ii) the sale and transfer will not conflict with, be a violation of, or be prohibited in any way by any agreement under which Supplier is subject to or bound by; and (iii) good title to such products and materials shall be conveyed to Buyer as the sole owner, free and clear of all liens, encumbrances, pledges, charges, security interests, and claims. All of the above-mentioned warranties shall survive delivery, inspection, testing, acceptance, use, and payment by Buyer, and shall inure to the benefit of Buyer, its successors, assigns, and users. These warranties may not be limited or disclaimed except as provided in this Purchase Order. Supplier shall provide to Buyer all manufacturers' warranties to the extent possible which shall inure to the benefit of Buyer.
6. **Items Furnished by Buyer.** All designs, tools, patterns, drawings, information, and equipment supplied by Buyer in connection with this order are reserved solely for Buyer. Consequently, Supplier shall not disclose, copy, reproduce, or use any such item without first obtaining Buyer's written consent, which consent may be granted or withheld in Buyer's sole discretion.
7. **Severability.** If any provision or part hereof, or the application of the same under certain circumstances is held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Purchase Order or the application of such provision shall not be affected thereby to the maximum extent permitted by law.
8. **Changes.** Supplier warrants that the prices charged Buyer on this Purchase Order, which shall not be higher than shown on the front hereof, are no higher than prices charged on orders placed by others for same quantities under the same conditions subsequent to the last general announced price change. Unless otherwise specified on the front side hereof, the contract price includes all applicable federal, state, and local taxes, charges, or duties.

This contractor and subcontractor shall abide by the requirements of 41 CFR sections 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

This contractor contractor and subcontractor shall abide by all provisions of Executive Order 13496 and all relevant rules, regulations, and orders in regard to Executive Order 13496.