



WHOLESALE ELECTRIC CO.

Stanion Wholesale Electric Co.

General Terms and Conditions of Business Transactions

PARTIES: "Seller" shall mean Stanion Wholesale Electric Co. and its subsidiaries and affiliates. "Buyer" shall mean the entity or person receiving a proposal, offer, or quotation from Seller, ordering or purchasing products or services from Seller, or otherwise transacting business with Seller.

AGREEMENT: Buyer acknowledges and agrees that these General Terms and Conditions of Business Transactions, hereinafter referred to as "Terms," are incorporated into and made a part of each and every credit agreement, proposal, offer, quotation, release, requisition, work order, shipping request or instruction, specification, purchase, sale, or business transaction, whether expressed, communicated, or recorded verbally, in writing, or by electronic commerce (such as electronic data exchange – EDI, email, text message, etc.), relating to all business transactions conducted between Seller and Buyer. Any attempt by Buyer to avoid, exclude, modify, add to, or reject any or all of these Terms shall not be binding upon Seller unless two corporate officers of Seller, including the President and CEO, specifically authorized by Seller with such responsibility and power, agree to such attempt, in writing, with language which specifically states that Seller accepts and agrees to such avoidance, exclusion, modification, addition, or rejection of or to Seller's General Terms and Conditions of Business Transactions. Any such attempt by Buyer may be considered by Seller as non-acceptance of Seller's related proposal, offer, quotation, or terms of business. Buyer acknowledges and agrees that, if Buyer accepts any proposal, offer, or quotation from Seller or accepts products or services provided by Seller, Buyer shall be deemed to have accepted and agreed to these Terms, regardless of any attempt by Buyer to avoid, exclude, modify, add to, or reject these Terms. Buyer acknowledges and agrees that payment by Buyer to Seller for products or services provided by Seller, Seller's acceptance of any such payment, and clearing and posting of Buyer's payment to Seller through the banking and financial system shall each be deemed as Buyer having accepted and agreed to these Terms, regardless of any attempt by Buyer to avoid, exclude, modify, add to, or reject these Terms.

QUOTATION EXPIRATION: Quotations, offers, and proposals, whether written, oral, electronic, or otherwise, are valid for a period of thirty (30) days unless otherwise noted by Seller. Seller shall have the right to withdraw any quote which has not been properly and totally accepted by Buyer. In all quotations, it is the responsibility of Buyer to verify that the items and the quantities quoted are correct. Although Seller will endeavor to quote in accordance with the plans and specifications or other information submitted, it makes no warranties or guarantees in this regard and assumes no responsibility for correctness as to quantities or fitness for purpose or performance. Said responsibility is upon Buyer. In those instances where approved drawings, specifications, or cuts are required and submitted, no goods will be released until approved copies have been returned to Seller.

PRICING: Prices for products and other related information shown in any Seller or manufacturer product publication, including, but not limited to, catalogs, brochures, and websites, are subject to change without notice and are subject to correction for error. Prices do not include related freight charges, use tax, sales tax, excise tax, value-added tax, or other taxes, duties, customs, inspection or testing fees, or charges of any nature, whatsoever, imposed by any taxing or governmental authority, unless otherwise noted by Seller.

DELIVERY: Shipping dates given in advance of actual shipment are estimated. Shipment of products will be made F.O.B. (a) Seller's facility, (b) Seller's supplier's facility when products are shipped directly to Buyer from such supplier, or (c) as otherwise indicated per Seller's quotation or order acknowledgment. Seller will use commercially reasonable efforts to ensure on time delivery. In no event shall Buyer be entitled to actual or liquidated damages as a remedy for any delay in delivery by Seller. Title and risk of loss passes to Buyer at the F.O.B point. Buyer shall pay all insurance costs associated with delivery. Delay in shipment shall not relieve Buyer of its obligation to accept remaining shipments.

INSPECTION AND ACCEPTANCE: Buyer shall have five (5) business days from the date of delivery of products or services to inspect such products or services for defects or for nonconformance to specifications and to notify Seller, in writing, of such defects or nonconformance. In the event Buyer chooses to reject delivery of such products or services, Buyer shall notify Seller of such rejection, in writing, within five (5) business days from the date of delivery. Claims for shipping errors or shortages must be made to Seller, in writing, within three (3) business days of delivery. Unless Buyer notifies Seller of defects, nonconformance, rejection of delivery, errors, or shortages, as specified herein, Buyer shall be deemed to have accepted such delivery of products or services and to have waived any right to reject such products or services or to make claims of defects, nonconformance, errors, or shortages. Claims for damage to products which is caused by a freight carrier shall be made by Buyer, against said freight carrier, subject to the rules and regulations of such freight claims and freight carriers.

TAXES: Any use tax, sales tax, excise tax, duty, custom, tariff, value-added tax, inspection or testing fee, or other tax, fee, or charge, of any nature whatsoever, imposed by any governmental or taxing entity, on or measured by the transaction between Seller and Buyer, shall be paid by Buyer in addition to the price quoted or invoiced. In the event Seller is required to pay any such tax, fee, or charge, Buyer shall reimburse Seller for said amount. Buyer may avoid the obligation of paying such a tax, fee, or charge by providing Seller with proper documentation that the related business transaction between Seller and Buyer is not subject to such tax, fee, or charge. Such documentation must be accepted by Seller and the appropriate governmental or taxing entity. In the event Buyer conducts a business transaction with Seller where Buyer does not pay a tax, fee, or charge which is later determined to be due and owing on such transaction by the appropriate governmental or taxing entity, Buyer shall be responsible for paying to said governmental or taxing entity said tax, fee, or charge along with any applicable interest and penalty charges; or Buyer shall reimburse Seller for such tax, fee, or charge and interest and penalty charges if Seller is required to pay the same.

EDI TRANSACTIONS: If Seller and Buyer have mutually agreed to use an EDI system to facilitate purchase and sale transactions, Buyer agrees that it will not contest (a) any contract of sale resulting from an EDI transaction under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby or (b) the admissibility of copies of EDI records under the business records exception to the hearsay rule, the best evidence rule, or any other similar rule, on the basis that such records were not originated or maintained in documentary form.

PAYMENT: Payment for sales made on a credit account shall be due to be received by Seller within 30 days from the date of Seller's invoice without discount for early payment, unless otherwise noted by Seller. For custom-ordered or special-ordered material, Seller's manufacturers may require a pre-payment before manufacturing or shipping the ordered products; so Buyer may be required to pre-pay certain amounts on an order, and said pre-payment may be non-refundable under the manufacturer's terms. Late payments are subject to a service charge equal to 1 1/2 % per month (18% per annum), or the maximum amount permitted under law, if less, until paid. Buyer shall reimburse Seller for all costs of collection of unpaid obligations owed by Seller, including attorney's fees and court costs. Seller reserves the right at any time to suspend credit, change credit terms, or terminate a credit terms agreement or

offer or sale agreement when, in Seller's sole opinion, Buyer's financial condition so warrants. Buyer shall have no right to offset any amounts due or to become due to Seller against any claims, charges, expenses, fees, or deductions, of any kind whatsoever, under any circumstances, alleged by Buyer against Seller or some other party, including, but not limited to, any liability which may arise due to any breach or alleged breach of the terms of a business transaction involving Buyer or Seller. All NSF checks returned to Seller will be subject to a \$30 NSF fee. Seller may assign or sell any receivables or indebtedness owed by Buyer without notice. Acceptance of any payment from Buyer which does not pay accrued service charges shall not be deemed to be a waiver of such accrued service charges. Seller has the right to apply payments first to unpaid service charges and then to unpaid invoices, regardless of a request by Buyer for a different application of payment. All payments shall be made in U.S. currency.

CREDIT CARDS: Seller may accept payment from Buyer, at the time of purchase, by credit card, at Seller's discretion. Credit card payments are NOT eligible for any payment discounts or special terms. Seller may accept a payment from Buyer by credit card on a past due account, but such payment will be subject to a fee of 2.5% on the balance being paid, as part of the payment.

SECURITY INTEREST: Seller retains a purchase money security interest ("PMSI") under the Uniform Commercial Code in the products sold until payment in full has been received. In the event Buyer fails to pay for such products as agreed, Seller shall have all the rights and remedies of a secured creditor under the Uniform Commercial Code. Buyer agrees to execute such financing statements and other documents as Seller may request in order to perfect Seller's security interest. Buyer agrees and hereby appoints Seller as its attorney-in-fact to do, at Seller's option, all acts and things Seller may deem desirable to perfect and continue to perfect the PMSI granted hereby, including Seller's authority to filing financing statements naming Buyer as debtor and Seller as secured party without Buyer's signature in those states where such filings are permitted, and to sign Buyer's name thereto where required.

LICENSED SOFTWARE AND FIRMWARE: Software or firmware products may be subject to Buyer's acceptance of separate license agreements, with no rights to use, sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software or firmware, except as may be expressly permitted by those license agreements.

CANCELLATION AND RETURNS: In the event Buyer cancels an order placed with Seller, Seller may require Buyer to reimburse Seller for its reasonable expenses and charges incurred in processing and fulfilling Buyer's order, prior to Seller's receipt of notification of such cancellation. Seller may also require Buyer to reimburse Seller for any costs Seller is required to pay to Seller's vendor for expenses and charges said vendor incurs in processing and fulfilling the order requirements arising from Buyer's order or for charges said vendor otherwise assesses to Seller because of Buyer's order cancellation. No products may be returned by Buyer without prior authorization by Seller, at Seller's total discretion. Returned goods must be clean, unused, undamaged, in original packaging, in condition to be covered by factory warranty, if applicable, and in saleable condition. Buyer may be required to pay a reasonable handling and restocking charge to Seller. Buyer understands and agrees that, in the event Buyer requests authorization to return any product which is non-standard, custom-made, cut-to-length, dedicated, special or specific only to Buyer, or which is not a normally-stocked item for Seller, or for which the quantity to be returned would cause Seller's inventory level to exceed normal requirements, Seller may decline such authorization or may subject such return to handling, return, freight, or restocking charges, including such charges imposed by a vendor to whom Seller may return said product,

which charges may be equal to as much as 100% of the value Buyer paid for said products. Seller's allowance to Buyer for the return of product may be issued as a credit to Buyer's account with Seller, and said credit may be reduced by all charges imposed upon such return.

WARRANTIES AND LIABILITY: Seller is a distributor and reseller of products and services and is not a manufacturer of products. As such, Seller does not offer or provide any warranty whatsoever of any kind. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, BY OPERATION OF LAW, FROM COURSE OF DEALING OR USAGE OF TRADE, OR IN ANY OTHER MANNER OR UNDER ANY BASIS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. The only warranty offered or provided on products or services sold by Seller is the warranty or warranties, if any, offered by the manufacturer of any particular product or the provider of any service to subsequent buyers or owners of said product or service. Said manufacturer's warranty is subject to all terms, conditions, and limitations defined by said manufacturer. All buyers or owners of any such product or services shall have no rights or claims against Seller or Seller's employees and agents, as a warranty claim or under any other basis, for INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, OR FOR ANY OTHER CLAIM OR CAUSE OF ACTION FOR LOSS OR DAMAGE, OR FOR INJURY TO PERSON OR PROPERTY, arising out of or related in any way to any product or services sold or provided by Seller. Any liability of Seller to a buyer or owner under operation of law, or under any other basis, shall be limited and shall not exceed the purchase price of the product or services upon which a liability claim is established. Seller agrees to use due diligence to assist a buyer or owner in making a warranty claim against the manufacturer of a product. This statement of Warranty policy, and its conditions and limitations, supersedes any other warranty terms which may be contained in plans, specifications, proposals, or quotations offered by Seller; and this statement of Warranty policy cannot be modified without the prior and specific written agreement of Seller.

ADVICE: Seller is a wholesale distributor of products and services, selling to customers which are business professionals in the understanding, evaluation, installation, and use of products and services sold by Seller. Any statement or advice (including but not limited to advice regarding the quantity of goods necessary for a particular job, or the suitability of a particular product for a particular use) is offered only as a courtesy to Buyer and is not guaranteed. No such statement or advice shall subject Seller to any liability, whether based on contract, warranty, tort (including negligence), or other grounds.

DESIGN: Seller assumes that all information, measurements, and facts that the Buyer provides are accurate and true. Seller will not accept liability for any loss or damage caused where Seller performed design, quotation, or other work in reliance on such information, measurements, or facts.

INDEMNIFICATION: Except as otherwise provided or limited in these Terms, Buyer expressly agrees to indemnify and hold harmless Seller, and Seller's employees and agents, from and against any and all claims, costs, loss, damage, injury, death, and liability, including reasonable attorney's fees, arising from any business transaction between Buyer and Seller and caused in whole or in part by negligent, willful or wanton, or intentional acts or omissions of Buyer or Buyer's employees and agents. Such duty on the part of Buyer shall be limited to the extent to which such acts or omissions are the proportional cause thereof. This provision shall create no duty on the part of Buyer where said claims, costs, loss, damage, injury, death, or liability are caused solely by negligent, willful or wanton, or intentional acts or omissions of Seller or Seller's employees and agents.

Except as otherwise provided or limited in these Terms, Seller expressly agrees to indemnify and hold harmless Buyer, and Buyer's employees and agents, from and against any and all claims, costs,

loss, damage, injury, death, and liability, including reasonable attorney's fees, arising from any business transaction between Seller and Buyer and caused in whole or in part by negligent, willful or wanton, or intentional acts or omissions of Seller or Seller's employees and agents. Such duty on the part of Seller shall be limited to the extent to which such acts or omissions are the proportional cause thereof. This provision shall create no duty on the part of Seller where said claims, costs, loss, damage, injury, death, or liability are caused solely by negligent, willful or wanton, or intentional acts or omissions of Buyer or Buyer's employees and agents.

FORCE MAJEURE: Seller shall not be liable for any loss or damage as a result of any delay in shipment, delivery, or installation due to any cause beyond Seller's reasonable control, including, but not limited to, flood, hurricane, or other act of God; embargo, or other governmental act or authority, regulation, or request; fire, theft, accident, strike, slowdown, labor dispute, war, riot, or delay in transportation; or inability to obtain necessary labor, materials, or manufacturing facilities, whether at Seller's operations or at the operations of a supplier or subSeller to Seller. In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay, plus a reasonable time for resuming performance.

EXPORT CONTROL: Products and associated materials supplied by Seller may be subject to various export laws and regulations. It is the responsibility of the exporter to comply with all such laws and regulations. Notwithstanding any other provision to the contrary, in the event that U.S. or local law requires export authorization for the export or re-export of any products or associated technology, no delivery can be made until such export authorization is obtained, regardless of any otherwise promised delivery date. In the event that any required export authorization is denied, Seller and Seller's supplier will be relieved of any further obligation relative to the sale and delivery of the products subject to such denial without liability of any kind relative to Buyer or any other party. Seller will not comply with boycott related requests except to the extent permitted by U.S. law and then only at Seller's discretion.

MISCELLANEOUS: These Terms may be modified or amended by Seller at any time, without notice; and any such modifications or amendments are effective immediately when made. Any failure of Seller to insist upon strict performance of any term of these Terms shall not be construed as a waiver of its right to strict performance thereafter. These Terms shall be governed by the laws and regulations of the State of Kansas and the United States, without regard to conflicts of laws principles. The parties agree that the 1980 UN Convention on Contracts for the International Sale of Products will not apply. Seller and Buyer hereby agree that any legal proceeding with respect to these Terms shall be brought only in a State Court located in Pratt County, Kansas or the United States District Court located in Sedgwick County, Kansas. Both Seller and Buyer submit to and accept generally and unconditionally the personal jurisdiction of those courts. These Terms, along with any other business agreement between Seller and Buyer, into which the Terms are incorporated, set forth the entire understanding and agreement between the parties with respect to the subject matter hereof and cancel and supersede all prior agreements, understandings, representations, or promises, whether oral or written, between the parties. Nothing herein shall be construed to limit or waive any rights of Seller under applicable Federal, state, or local laws. In the event any provisions of these Terms or any other business agreement between Seller and Buyer, into which these Terms are incorporated, shall be deemed to be too broad or against public policy or otherwise unenforceable by any court of competent jurisdiction, the provision or provisions which are held to be unenforceable shall be limited or amended by said court, to the minimum extent necessary, to make such provision or provisions, as so limited or amended, legally enforceable. All provisions not limited or amended shall remain in full force and effect.