

Purchase Order Terms and Conditions

Exhibit A Warranty

A. Seller warrants that the Goods (a) are free of all liens and encumbrances, and that Seller has a good and marketable title to same; (b) comply with all applicable laws and governmental regulations, including OSHA standards; (c) do not infringe upon any patent, trademark, or copyright, and (d) will be timely delivered in accordance with the terms of the P.O.

B. Seller warrants that the Goods will be free of faulty design, installation, materials, supplies, equipment, and workmanship, and will comply with all specifications for same identified as being incorporated into this P.O. for a period of at least twelve (12) months from the date for commencement of the warranty period established by Seller's standard warranty, provided that: (a) the Goods are used and maintained normally and properly substantially in accordance with Seller's instructions as to maintenance and operation as set forth in written operation and maintenance manuals and instruction sheets furnished by Seller; (b) components used by Owner in connection with the operation of the Equipment shall meet Owner's specifications for such components; (c) the Equipment has not been materially changed without the prior written approval of Seller; (d) Owner gives prompt written notice to Seller before the end of the warranty period specifying all alleged defects in the Goods; and (e) Owner preserves and turns over to Seller and permits reasonable inspection by Seller of all allegedly defective Goods, parts or items and access to the Goods to observe startup, operation and maintenance.

C. Seller assumes no responsibility and shall have no liability for any repairs or replacements by Owner without Seller's prior written authorization, which shall not be unreasonably withheld, or as otherwise provided herein.

D. In addition to the foregoing warranties, Seller shall provide to Owner and Buyer Seller's other standard warranties or guaranties as may be available with respect to the Goods.

Exhibit B
Dispute Resolution Provisions

- A. Mediation: Any Claim arising out of or related to the Agreement between Buyer and Seller shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable or other binding dispute resolution proceedings by either party.
- B. The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect at the time of the mediation. Mediation shall be completed within 45 days after written demand for mediation is served upon the other party. If mediation has not been completed in this time frame, either party may proceed to file for arbitration in accordance with this Article without further delay, and the parties shall have no further obligation to mediate their Claims.
- C. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the metropolitan area nearest the Project where the Goods were shipped. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- D. Arbitration: Claims which have not been resolved by mediation shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The jurisdiction of the Arbitrator, and the arbitrability of any issue raised by the parties shall be decided by the Arbitrator.
- E. A demand for arbitration may be made no earlier than after the mediation is concluded, or after 45 days have passed since the written demand for mediation, whichever is earlier, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
- F. An arbitration pursuant to these provisions may be joined with an arbitration involving common issues of law or fact between Buyer and Owner and/or any person or entity with whom the Owner or Buyer has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder, with the claims and disputes of Owner, Buyer, Seller, and other subcontractors or sellers involving a common question of fact or law to be heard by the same arbitrator(s) in a single proceeding. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- G. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- H. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

I. In any dispute between Buyer and Seller or related to this Agreement, the prevailing party shall be entitled to recover its attorneys fees, expert fees, and costs from the non-prevailing party. Determination of which party prevailed shall be made by the arbitrator(s). Determination of which party prevailed shall be made by reviewing the Claims resolved at arbitration (and shall not include Claims resolved prior to the taking of evidence at the arbitration hearings), considering the quantum of the Claims being prosecuted and defended, and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages and comparing same with the amounts that the party paying damages saved (ie the damages actually awarded versus those that were claimed).

J. The arbitration hearings for any arbitration conducted pursuant to this Agreement shall commence within 180 days after the Demand for Arbitration is filed, and shall continue to completion on successive week days (not including Saturdays, Sundays and holidays) until the taking of evidence is completed; provided, however, that the arbitrator(s) shall have the right in their discretion to adjust the schedule of the hearings after they have commenced based upon the special needs and considerations related to the circumstances of the dispute. The arbitration shall take place in the metropolitan area nearest the Project where the Goods were shipped.

K. Nothing about these dispute resolution provisions shall prohibit Seller from taking the necessary actions to perfect its mechanic's lien rights or payment bond rights. Any mechanic's liens or payment bond claims filed with a Court shall be promptly stayed pending resolution of the dispute in accordance with these dispute resolution provisions.

L. Seller shall carry on its work and maintain the schedule of work pending resolution of any disputes under these dispute resolution procedures.

M. Notwithstanding the foregoing Paragraphs A through L, Buyer at its option may invoke the following dispute resolution provisions, to which Seller agrees to be bound in lieu of the provisions stated in Paragraphs A through L above. Specifically, upon written application of Buyer, the parties agree to submit their dispute to resolution before the American Arbitration Association ("AAA") in accordance with the Construction Industry Mediation Rules of the AAA currently in effect at the time of the mediation, adjusted as follows: (a) Buyer will file a written demand with the AAA for mediation of the dispute, with the dispute to be heard by a mediator in the metropolitan area nearest the Project where the Goods were shipped; (b) the mediation shall be completed within 60 days after written demand for mediation is served upon the other party; (c) by no later than 14 days prior to the mediation, the parties shall serve upon the mediator and each other a written position statement, with exhibits, outlining their respective claims and defenses; (d) by no later than 3 days prior to the mediation, the parties shall serve upon the mediator and each other a written position statement in reply to that earlier filed by the other party; (e) after eight hours of actual mediation time to be conducted in a single day, if the matter is not resolved, the mediator shall immediately assume the role of an arbitrator; (f) the arbitrator shall not consider any item of evidence which was not produced by the parties in their respective statements of position nor disclosed to the other in the course of the Mediation, all as determined by the arbitrator; (g) at such time as the mediator shall become an arbitrator, each party shall promptly make one last, best and final offer and demand in writing, which shall be simultaneously submitted to the arbitrator; (h) the arbitrator shall then disclose to the parties the amounts of said last offers and demands; (i)

within five days of having received said last offers and demands (but not earlier than seventy-two hours of having received said last offers and demands), the arbitrator shall issue an Award which shall adopt one and only one of said last offers or demands, without modification or amendment, and the same shall then constitute the Award. Each side shall bear its own attorneys fees, costs and expenses, including AAA fees and expenses. The Award of the arbitrator shall be final and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. If the Award is issued prior to final completion of the Project, then the parties agree to sign a Change Order to reflect the Award.

Exhibit C Insurance Provisions

The following insurance provisions are mandated by the Owner for the Project and shall be complied with by Seller.

1. Seller shall furnish to Buyer and the Owner certificates of insurance giving evidence that the following insurance coverages are in force until final acceptance of the Project.

A. The Project Site shall be identified on the certificate, and the Owner and Buyer and their respective officers, representatives, agents, and employees shall be named as additional insureds, on the Seller's Commercial General Liability policy (including Employers Liability), Automobile Policy, and Excess/Umbrella Liability. The extent of the additional insured coverage shall be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under the Seller's policies shall include both ongoing operations (work in progress) and completed operations (completed work).

B. The insurance coverage to be purchased and maintained by the Seller as required herein shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by Owner or Buyer which shall not contribute therewith, and there shall be severability of interests under the insurance policies required herein for all coverages provided under said insurance policies and otherwise provide cross liability coverage.

C. All insurance required to be purchased and maintained by the Seller shall be placed and maintained with insurance companies rated at least equal to the AM Best's Rating of A-, financial size of VII, licensed to do business in Missouri; where commercially feasible admitted to do business in Missouri and shall incorporate a provision requiring the giving of written notice to Owner, the Buyer, and to any other person(s) or party(ies) reasonably designated by Owner, at least thirty (30) days prior to the cancellation, non-renewal and/or material modification of any such policies as evidenced by return receipt of United States certified mail with notice to Buyer to be as follows:

Coil Construction, Inc.
209 East Broadway
Columbia Missouri 65203
Phone: 573.874.1444
Fax: 573.443.3039

D. All endorsements to or modifications of insurance purchased and maintained by the Seller pursuant to this Agreement shall be subject to Owner's review and final acceptance.

E. Auto Liability Insurance: Owned, non-owned and Hired Automobile Liability with a limit of One Million Dollars (\$1,000,000) minimum annual combined single limit, bodily injury and property damage; such insurance shall cover and include liability arising from all vehicles owned by, hired by, or used by or on behalf of the Seller. If Hazardous Materials/Regulated Substances or waste are to be transported, the coverage must be endorsed with ISO Form CA 99 48, or a substitute form providing equivalent coverage, to include without limitation, coverage respecting liability arising out of the transporting, loading or unloading of Hazardous Materials/Regulated Substances.

F. Workers Compensation: Workers' Compensation with statutory limits with all states endorsement. Employers Liability with an annual limit of not less than One Million Dollars (\$1,000,000) bodily injury by accident, each accident, One Million Dollars (\$1,000,000) bodily injury by disease, each employee, and One Million Dollars (\$1,000,000) bodily injury by disease, policy aggregate minimum coverage. The Design-Builder and its Subcontractors shall subscribe to and comply with, throughout all Phases of the Project, the Workers' Compensation laws of the State of Ohio and shall pay such premiums as are required hereunder. The Design-Builder shall, thirty (30) days prior to commencement of Services hereunder and periodically thereafter, provide Owner with copies of official certificates or receipts showing compliance by the Design-Builder with the workers' compensation laws as required herein. The Employers Liability insurance requirement may be satisfied by including such coverage within the General Liability policy.

G. General Liability Insurance: Off-Site Commercial General Liability Insurance on an occurrence coverage basis (including without limitation, bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability arising from or relating to this Agreement, coverage as respects independent contractors, products and completed operations, explosion, collapse and underground hazards) in the following amounts:

Commercial General Liability and/or Umbrella (occurrence basis, limits per occurrence and annual aggregate):

\$1,000,000	General Aggregate Per Project
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal Injury and Advertising Injury
\$1,000,000	Bodily Injury and Property Damage Combined Single Limit Each Occurrence

Excess Liability Insurance:

\$5,000,000	Combined Single Limit
\$5,000,000	General Aggregate
\$5,000,000	Five (5) Year Products and Completed Operations Extension Aggregate

H. Seller shall insure any and all machinery, equipment, mobile equipment and tools used or owned by Seller in the performance of the Work. Owner and Buyer shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by the Seller in the performance of the Work.

I. Seller shall comply with the following requirements:

Such insurance shall provide for waiver of subrogation of any claims against Owner, Buyer and the other parties enumerated above. No policy shall permit cancellation or material modification without thirty (30) days prior written notice of cancellation or material modification to the Owner and Buyer. Failure of the Seller to maintain insurance for a minimum of five (5) years after Final Completion as required by this Agreement shall be deemed a material breach of this Agreement allowing the Owner or Buyer to provide insurance at the Seller's sole expense.

Notice of Occurrence: Upon the Seller's knowledge of any occurrence, event, or third-party claim(s) which may reduce or otherwise materially affect the aggregate amount of insurance coverage available to the Owner and Buyer pursuant to this Agreement, the Seller shall (i) immediately provide the Owner and Buyer with written notice of such occurrence, event or third-party claim(s) with reasonable detail, and (ii) promptly obtain replacement insurance for the eroded aggregate limit and provide the Owner and Buyer with evidence thereof.

Evidence of Insurance: the Seller shall submit to the Owner and Buyer within ten (10) calendar days after execution of this Agreement, valid certificates evidencing the effectiveness of the foregoing insurance policies, and thereafter upon request from the Owner or Buyer and as such become available, copies of the policies and all endorsements to any such policies. The project Site shall be identified on the certificate(s) and a copy of such certificate(s) shall be delivered to the Buyer's attention at the following address:

Coil Construction, Inc.
209 East Broadway
Columbia Missouri 65203
Phone: 573.874.1444
Fax: 573.443.3039

At any time during the term of this Agreement and annually for a period of two (2) years following Final Completion of the Project, the Seller shall promptly provide the Owner and Buyer with valid certificates of insurance evidencing the effectiveness of the insurance coverages required pursuant to this Agreement along with original copies of the complete policies, including all endorsements no less frequently than upon the renewal of any insurance coverage required by this Agreement.

Deductibles: The Seller shall be responsible for the payment of any and all deductible(s) or retention(s) under the policy or policies of insurance purchased and maintained pursuant to this Agreement.

J. Compliance: If any insurance purchased and maintained by the Seller pursuant to this Agreement contains a warranty or other clause providing that coverage is null and void (or words to that effect), or otherwise reduced in scope or limit if the Seller does not comply with the regulations or statutes governing the Project, such policy or policies shall be modified or endorsed so that coverage shall be afforded in all cases except for the Seller's intentional or willful non-compliance with applicable governmental regulations or statutes.

K. No Limitation: The types and limits of insurance to be purchased and maintained by the Seller pursuant to this Agreement shall not be deemed to constitute a limitation of the Seller's liability hereunder or otherwise, or otherwise to limit or affect the Seller's indemnification obligations hereunder; by requiring insurance herein, Owner and Buyer do not represent or warrant that coverage and limits will be adequate or sufficient to protect the Seller.

L. Builder's Risk Insurance: The Owner or Buyer shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Cost of the Work, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property required to be covered, whichever is later. This insurance shall include interests of the Owner, the Buyer, Seller and other sellers and subcontractors in the Project as "named insureds" under the Owner or Buyer's builder's risk policy.

Builder's Risk Deductible: Claims under the Builder's Risk policy shall be subject to a deductible amount. If claim results from the Seller's actions or inactions, the Seller shall be deemed to be responsible and shall pay the deductible amount. In the case of theft of Seller's materials, supplies or equipment, Seller shall be responsible for same to the extent the loss is not covered by the Builder's Risk policy. Owner and Buyer shall not be responsible for loss or damage to or obtaining and/or maintaining in force insurance on temporary structures, construction equipment, tools or personal effects, owned or rented to or in the care, custody and control of Seller.

The Buyer and Seller waive all rights of subrogation against each other and the Owner and all other sellers and subcontractors performing work with respect to the Project, and all respective officers, members, agents and employees of each other for any and all loss, cost, and expense incurred or caused by an occurrence or peril to the extent covered by Builder's Risk Insurance except such rights they may have, individually or collectively, to the coverages and proceeds of such insurance.