

## GUILD ASSOCIATES, INC. GENERAL TERMS AND CONDITIONS

1. **SALE ITEMS.** Guild Associates, Inc. ("Buyer") agrees to purchase from Seller the services, supplies, machinery, equipment or other goods (collectively "Items") indicated on the face of this Purchase Order subject to the terms and conditions herein. If Seller becomes aware of any ambiguities or discrepancies between this Purchase Order and any specification, design, or other technical requirement applicable to this Purchase Order, Seller will immediately submit the matter to Buyer for resolution.
2. **ACCEPTANCE.** This Purchase Order is not binding on Buyer until accepted by Seller in writing or through Seller's beginning of performance. Buyer may withdraw from this Purchase Order any time before acceptance by Seller.
3. **PRICE AND TAXES.** The price for the Items shall be the price set forth on the face hereof. The price on the face of this Purchase Order includes all applicable federal, state, and local taxes.
4. **DELAYS.** Time is of the essence. Except as otherwise specified herein, Seller shall indemnify Buyer against any and all losses, claims, and damages, and shall pay all reasonable costs and expenses attributable to Seller's failure to complete or deliver on the delivery or completion date.
5. **FORCE MAJEURE.** Neither party shall be liable or deemed to be in default for a failure or delay when and to the extent the failure or delay results from a force majeure event, provided that such event is not the result of the impacted party's willful misconduct or negligent act or omission. The impacted party shall work diligently to mitigate resulting delays and will give notice to the other party within five days of the event, including the expected schedule impact and recovery plan.
6. **TITLE AND RISK OF LOSS.** Title and risk of loss with respect to the Items shall remain in Seller until the Items have been delivered to and accepted by Buyer at the location specified. A packing slip must accompany each shipment. At or prior to the time of delivery of the Items, Seller shall furnish to Buyer all manuals, specifications, and other data necessary for the installation, maintenance, use, and operation of the Items at or prior to the time of delivery.
7. **COMPLIANCE WITH LAWS.** Seller represents and warrants that the Items and their production or completion will not violate or cause Buyer to be in violation of any applicable federal, state or local laws, regulations, or orders. Seller has and shall maintain in effect all licenses, permissions, authorizations, consents, and permits needed to carry out its obligations under this Purchase Order. If Buyer has notified Seller that the Items are to be used by Buyer in whole or in part for the performance of a federal government contract, Seller shall comply with all applicable provisions of such contract and of the Federal Acquisition Regulations.
8. **CHANGES.** All claims for adjustments for increases in price or time shall be made by Seller to Buyer in writing. No changes to this Purchase Order will be binding upon Buyer unless in writing and signed by Buyer's authorized representative.
9. **INSPECTION.** Seller shall inspect all Goods prior to shipment to Buyer. Buyer may inspect and test the Items on or after the date of their delivery and/or completion. Notwithstanding any inspection, if defects or nonconformities for which Seller is responsible are revealed by subsequent inspection, analysis, manufacturing operations, use, or otherwise, Buyer may reject or revoke its acceptance of any affected Items within a reasonable time after such defects or nonconformities are discovered, or pursue rights or remedies provided hereunder or at law.
10. **INVOICES.** Seller shall submit invoices after Items are received and/or accepted by Buyer. Payment is contingent on receipt and/or acceptance of goods and required documentation. Seller's invoice shall include a description of the Items provided and, as applicable, part numbers, quantities, and total price(s). Payment terms are Net 30 days from receipt of an approved and compliant invoice, unless otherwise noted on the face of this Purchase Order. Buyer may set off and deduct any amount owing to it by Seller against any amount payable to Seller or, at Buyer's option, Seller shall promptly issue a refund.
11. **WARRANTY BY SELLER.** Seller warrants all Items delivered hereunder (i) to be new unless otherwise specified, (ii) to be free from defects in design, material and workmanship, (iii) to be of good and merchantable quality, (iv) to conform to any specifications, drawings, or samples provided to or furnished by Buyer, (v) to be fit for the purposes for which the Items are intended if so disclosed, (vi) to be free and clear of all liens, security interests or other encumbrances, and (vii) to not infringe or misappropriate any third party's patent or other intellectual property rights. All warranties of Seller in this section or in any other part of this Purchase Order or which are implied by law shall survive inspection, delivery, acceptance or payment by Buyer and shall be deemed to be made for the benefit of Buyer. Seller shall use its best efforts to ensure that any warranties available from its subcontractors or manufacturers are assigned or transferred to Buyer and shall upon request deliver to Buyer a copy of each written warranty provided by subcontractors, manufacturers, or other third parties. If a warranty from Seller's subcontractor, manufacturer, or other third party cannot be assigned to Buyer, Seller shall bring and diligently pursue any valid warranty claim for the benefit of Buyer upon Buyer's request.
12. **INDEMNIFICATION.** To the fullest extent permitted by law, Seller shall indemnify, defend, and hold harmless Buyer and its respective officers, directors, agents, shareholders, successors, affiliates, subsidiaries, and employees and Buyer's customers (collectively, the "Indemnitees") from and against any and all claims, liability, actions, causes of actions, complaints, costs, expenses, and demands whatsoever, in law and equity, arising out of or alleged to arise out of (i) the performance of Seller under this Purchase Order, or (ii) any claim that Indemnitees' use or possession of the Items infringes or misappropriates the patent, copyright, trade secret, or other intellectual property rights of any third party, regardless of whether such claims are caused or alleged to be caused in part by any joint or concurrent negligent act or omission by Indemnitees. Buyer at its option shall have the right to participate in the defense of any claims asserted against it, approve the selection of counsel and approve the terms of any settlements made in its name or on its behalf. Seller hereby waives and agrees that it will not assert any defense of immunity under any applicable workers' compensation laws with respect to Seller's indemnity obligations.
13. **INSURANCE.** Seller shall maintain policies of insurance of the types that are commercially reasonable. Policies shall include general liability, products liability and completed operations insurance which provides coverage on an occurrence basis in respect of claims involving bodily injury or property damage arising out of or in connection with the Items, and on which Buyer shall be named as an additional insured, with coverage on a primary and non-contributory basis. Such policies of insurance shall have limits not less than \$1,000,000 per occurrence, Umbrella/Excess of \$5,000,000, shall not be cancelable except upon 30 days written notice to Buyer, and Seller shall furnish proof of such insurance to Buyer upon request. The failure of Seller to obtain or the failure of Buyer to request insurance or proof of insurance shall not limit or in any way diminish Seller's indemnification obligations hereunder. If Seller's scope of work includes design, engineering, or other professional services, Seller shall maintain, until the expiration of any applicable statute of limitations, Professional Liability Insurance covering all professional services to be provided by Seller and any of its employees or consultants.
14. **BUYER'S SPECIFICATIONS.** Any specifications, drawings, notes, instructions, engineering notices, or technical data furnished

by Buyer to Seller and referred to in this Purchase Order shall be deemed to be incorporated herein by reference. Seller shall cause the Items to be in strict compliance with all such requirements.

15. **CONFIDENTIALITY.** If and to the extent Buyer and Seller previously entered into a non-disclosure agreement, it remains in effect and is incorporated herein by reference. Seller shall protect all Buyer business, financial, legal, technical, commercial, and customer information, regardless of whether marked as confidential or disclosed orally or in writing, and other information designated as confidential (collectively "Buyer Confidential Information") which has not been publicly disclosed by Buyer, with at least the same level of care as Seller uses to protect Seller's confidential information, but not less than a reasonable level of care. Seller shall disclose Buyer Confidential Information only to those employees who are required to have the information to accomplish the purpose of this Purchase Order. Seller shall not disclose Buyer Confidential Information to any third party and shall not use it for any purpose other than fulfilling Seller's obligations under this Purchase Order. Seller agrees to notify Buyer in writing of any misuse or misappropriation of Buyer Confidential Information of which Seller becomes aware. If Seller is compelled by law, rule, regulation, or governmental order to disclose Buyer Confidential Information, Seller shall timely notify Buyer so that Buyer is afforded a reasonable opportunity to oppose such disclosure or otherwise seek a protective order, and Seller shall disclose only that portion of Buyer Confidential Information that is legally required to be disclosed.
16. **DEFAULT:** Either party shall be in default of this Purchase Order upon the occurrence of either of the following events: (A) the other party's insolvency or actions indicating insolvency such as the filing of a petition by or against such party under any chapter of the bankruptcy code, the appointment of a receiver for such party, or such party's attempt to make a general assignment for the benefit of creditors, or (B) the party's failure to comply with its obligations under this order if such failure continues for a period of thirty (30) days after notice thereof is given to such party by the other party.
17. **REMEDIES.** Default by Seller may be cause for cancellation of this order at Buyer's option. In the event of such cancellation, Buyer shall have no further obligations hereunder. Without limiting the foregoing, any Items which at any time, whether before or after delivery, payment, and/or utilization, fail to conform with any warranties, agreements, quantities, delivery schedules or other requirements of this order, shall be deemed non-conforming Items. In the event of non-conforming Items, Buyer in its sole discretion may: (A) require Seller to repair or replace, at Buyer's option, non-conforming Items at Seller's sole expense, including but not limited to transportation charges; (B) reject, in whole or in part, the Items that are the subject of this order and receive full credit for or refund of the purchase price; or (C) accept the non-conforming Items at a reasonably reduced price. The rights and remedies granted to Buyer herein are not exclusive of, but are in addition to, any other rights or remedies granted in this Purchase Order and at law or in equity.
18. **PURCHASOR'S OPTION TO CANCEL OR DELAY.** Buyer shall have the option, upon notice to Seller, to cancel this Purchase Order in whole or in part as to the undelivered portion of any

Items to be furnished hereunder or to delay the delivery or completion of all or part of the Items. Such cancellation or delay shall be without cost to Buyer to the extent that (i) the Items are standard stock goods (commercial off-the-shelf items) which can be resold by Seller, in which case Seller may charge a reasonable restocking fee, and/or (ii) the Items include services which Seller has not then yet performed. In all other cases, provided Seller is not in default, Seller shall have the right to compensation (A) in the case of cancellation, for Seller's actual cost incurred in connection with this order up to the date of such cancellation by Buyer, provided, however, that in no event shall such amount together with all previous payments made to Seller exceed the total purchase price of this Purchase Order and provided further that Seller shall deliver to Buyer any partially or wholly completed Items prior to being entitled to payment; or (B) in the case of delay, for reasonable handling and storage charges.

19. **ASSIGNMENT.** Seller shall not sell, assign or otherwise transfer this Purchase Order or any right hereunder without the prior written consent of Buyer. No consent to or acceptance by Buyer of any assignment or transfer shall relieve Seller of its obligations under this order.
20. **ENTIRE AGREEMENT.** This document, together with any information or documents incorporated herein by reference or on the face of the Purchase Order, contains the entire agreement between Buyer and Seller and supersedes any prior written or oral agreements or negotiations with respect to the subject matter hereof. Buyer expressly limits any acceptance by Seller to the terms of this order, and any terms which are additional or contrary to any terms set forth herein shall be proposed by Seller by interlineation herein or in a writing apart from Seller's standard quotation or other similar form. Buyer shall not be deemed to assent to any additional or contrary terms proposed by Seller unless Buyer has expressly agreed to the same in writing. In the event these Terms and Conditions contradict or differ from the face of the Purchase Order or any certificate of conformance referenced therein, the face of this Purchase Order and/or the certificate of conformance shall control.
21. **SEVERABILITY.** If any term or provision of this Purchase Order is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, such provision shall be ineffective only to the extent and in the jurisdiction so determined, shall not affect any other term or provision of this Purchase Order, and shall not render invalid or unenforceable such term or provision in any other jurisdiction.
22. **GOVERNING LAW, VENUE, AND JURY WAIVER.** This Purchase Order and the purchase of any Items hereunder, and all disputes between the parties of any nature arising out of or related to same ("Disputes"), shall be governed by and construed in accordance with the substantive law of the State of Ohio without regard to choice or conflict of law rules and principles. Disputes not resolved by the parties shall be brought in a court of competent jurisdiction located in Franklin County, Ohio. Buyer and Seller hereby knowingly, voluntarily and intentionally consent to the exclusive jurisdiction and venue of said courts, and waive any right to a trial by jury of any of the Disputes.

**ACCEPTANCE BY SELLER:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date