

PURCHASE ORDER FOR MATERIALS TERMS AND CONDITIONS

1. GOVERNING LAWS

The laws of the State of Alaska, including but not limited to the Uniform Commercial Code (U.C.C.), shall govern this Purchase Order. Vendor and Purchaser agree that no lawsuit pertaining to any matter arising under or growing out of this Purchase Order shall be instituted in any other Court than the Anchorage Superior Court of the State of Alaska.

2. ACCEPTANCE OF THE PURCHASE ORDER

In addition to any other applicable mode of acceptance, delivery of any goods specified in this Purchase Order will constitute acceptance of this Purchase Order with all its Terms and Conditions.

3. DELIVERY

Vendor shall advise at once in writing if Vendor is unable to meet any specified shipping date. Time is of the essence of this Purchase Order and Purchaser reserves the right to cancel this order at any time if specified shipping date is not met. Delivery shall be made in quantities, to the location and on the delivery date specified by Purchaser in the Purchase Order. Vendor agrees that Vendor shall, at Vendor's expense, exert every reasonable effort necessary to meet the agreed delivery dates. Such notification shall include the reasons for anticipated delays, steps being taken by Vendor to remedy any such delays, and a proposed revised delivery date. Nothing herein shall be deemed to waive Purchaser's right to require Supplier's adherence to agreed delivery dates.

4. PACKING AND SHIPPING

Vendor shall assure that each shipment contains a packing slip listing contents and order number. Purchaser's count will be accepted as final and conclusive on all shipments not accompanied by a packing slip. No minimum order charges, or charges for packing, cartage, insurance or value charges by any mode of transportation are to be payable or paid by Purchaser unless so specified in this Purchase order.

5. DISCOUNTS

Vendor shall show all applicable discounts on all invoices. When invoices are not mailed on invoice date, normal payment period (30 days) and any shorter discount period will be computed from date of invoice receipt by Purchaser.

6. WARRANTY

Vendor warrants and represents that it shall (1) provide goods, materials, and equipment consistent with applicable industry standards and practices; (2) use sound engineering and/or technical principles where applicable; (3) provide goods, materials, and equipment in compliance with specifications provided or approved by Purchaser; (4) use or furnish goods, materials and equipment that are merchantable, fit and new; and (5) where mutually agreed, use or furnish merchantable and fit used

goods, materials, and equipment. To the extent assignable, all rights and remedies available to Vendor or its subcontractors shall be passed directly to Purchaser. Purchaser is to also have the rights and remedies provided by the Uniform Commercial Code. At no cost to Purchaser, Vendor shall remedy defective or nonconforming workmanship or replace defective or nonconforming goods, materials, and equipment, including (1) removal of facilities as may be necessary to reveal and repair or replace defective or nonconforming goods, materials, or equipment; and (2) reinstallation of such facilities removed in connection therewith. If Vendor does not remedy defective nonconforming goods, materials, or equipment immediately, Purchaser may do so at Vendor's expense. If Vendor fails to pay the expense, Purchaser may deduct all expenses from any amounts due from Purchaser to Vendor. At no cost to Purchaser, Vendor shall diligently and promptly remedy defective or nonconforming workmanship, goods, materials, and equipment existing within the period ending (a) twelve (12) months from the date of first sustained in-service use thereof; or (b) eighteen (18) months from the date of Purchaser's receipt thereof; whichever expires first. However, in the event that manufacturer's warranty provides for a longer period, such longer warranty period will apply.

7. PROPRIETARY RIGHTS

Vendor shall indemnify, defend and hold harmless Purchaser and Purchaser's Affiliates and Coventurers against all claims, judgments, losses, costs (including attorney's fees), suits, payments and causes of action of whatsoever kind asserted by or arising in favor of any person or entity for or as a result of infringement of any patent(s) or copyright(s), or misappropriation or misuse of trade secret(s) or other confidential information, based on or related to Vendor's or Vendor's subcontractors' use or application of any equipment, article of manufacture, machine, computer software, or process; provided that Purchaser has the right at its discretion to be represented by its own attorney and to participate in any action in which the Purchaser is named as defendant. Should Vendor be prevented from performing under this Purchase Order by reason of legal proceedings based upon such claim of infringement, Purchaser is to be relieved of its obligations to make payment for such goods, material or equipment not furnished as a result thereof.

8. FREIGHT

Vendor must include the order number and other specified numbers on the Bill of Lading and advise the carrier that such numbers must be shown on freight bills. Vendor prepaid freight charges for Purchaser's account must be supported by a copy of the Bill of Lading and the carrier's freight bill.

9. COMPLIANCE WITH LAWS

By acceptance of this Purchase Order, Vendor acknowledges and certifies that, to the extent required by law, rule, or regulation, Vendor shall comply, and require its subcontractors to comply with the following: The Immigration Reform and Control Act of 1986 and related regulations; the Equal Opportunity clause prescribed in 41 CFR 60-1.4 (race, color, sex, national origin); the Affirmative Action Clause prescribed in 41 CFR 60-250.5(a) (veterans); the Affirmative Action Clause prescribed in 41 CFR 60-741.5(a) (handicapped workers), 43 CFR Chapter 1, Subpart 19.7 (Small Business and Small Disadvantages Business Concerns); 48 CFR Chapter 1, Subpart 320.1 (Utilization of Labor Surplus Area Concerns); Executive Order 13201 (Notice of Employee Rights regarding Payment of Union Dues or Fees); Executive Order 12138 (women-owned businesses); 41 CFR 60-1.40 (establishment of a written affirmative action program within 120 days from the effective date of this Purchase Order); 41 CFR 60-1.7 (filing the Employer Information report annually); 41 CFR 60-1.8 (non-segregated facilities); the Fair

Labor Standards Act of 1938; and all relevant amendments or re-enactments of such laws, rules and regulations.

10. INVOICE REQUIREMENTS

Vendor shall show Purchaser's purchase order number, item numbers, material or stock numbers, and goods' description on all invoices.

11. AUDIT, ETHICS AND CONFLICTS OF INTEREST

Vendor shall, and shall ensure that each of its subcontractors, maintain a true and correct set of records pertaining to all activities relating to its performance of this Purchase Order and all transactions related thereto. Vendor further agrees, and shall ensure that its subcontractors agree, to retain all such records for a period of not less than four (4) years after completion of performance under this Purchase Order. Any representative(s) authorized by Purchaser may audit any and all such records of Vendor and its subcontractors at any time(s) during the term of this Purchase Order and during the four (4) year period after completion of performance. Vendor shall cooperate fully with Purchaser during the audits performed hereunder, including furnishing Purchaser with copies of all requested documents. Purchaser has the right to obtain statements from Vendor's personnel in the course of such audits. Vendor shall not, and shall ensure that its subcontractors do not, directly or indirectly pay salaries, commissions, or fees, or make payments or rebates to, employees or officers of Purchaser, or designees of such employees or officers; or favor any of the aforementioned persons with gifts or entertainment of significant cost or value or with services or goods sold at less than full market value; nor enter into any business arrangements with employees or officers of Purchaser unless such employees or officers are properly acting as representatives of the Purchaser.

12. MINORITY-OWNED AND WOMEN-OWNED, AND SMALL BUSINESS ENTERPRISES

Vendor's selection process for procurement of third party goods, equipment, and services in connection with performance of this Purchase Order are to include consideration of qualified minority-owned business enterprises ("MBEs"), women-owned business enterprises ("WBEs"), and small business enterprises ("SBEs") where possible and Vendor shall maximize use of MBEs, WBEs, and SBEs as subcontractors and suppliers in performance of the work. An MBE is defined as a business enterprise that is at least 51% owned by a minority or group of minorities and has its management and daily business controlled by one or more such individuals. Minorities shall include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. A WBE is defined as a business enterprise that is at least 51% owned by a woman or a group of women and has its management and daily business controlled by one or more such individuals. An SBE is a small business enterprise as defined by the U.S. Small Business Administration: a business enterprise that is registered to do business in the United States, is independently owned and operated, is organized for profit, and is not dominant in its field.

13. TAXES

- a. Vendor is responsible and liable for all proper and timely reporting, filing, and payments with regard to any and all taxes. Except for those taxes addressed in Article 13 (b), Vendor is deemed to have taken full account in the rates, prices, and mark-ups for each Purchase Order of all applicable taxes. Purchaser has no responsibility to remunerate Vendor separately for any such taxes, nor for any subsequent changes to such taxes. Purchaser has the right to withhold from sums otherwise due to Vendor any taxes or other amounts required by applicable laws to be withheld, and Purchaser will pay the same to the appropriate authorities when due. Vendor is solely liable for all taxes or other amounts withheld, and Purchaser has no obligation to reimburse Vendor for any such taxes or other amounts withheld.
- b. Invoiced amounts due by Purchaser to Vendor under any Purchase Order are subject to such value added, sales and use, goods and services, excise, and other similar taxes that Vendor is obligated by applicable laws and duly authorized by applicable laws to charge. Vendor shall separately identify and clearly describe any such taxes on its applicable invoices, and Purchaser will pay such amounts to Vendor in addition to the remuneration set out in the applicable Purchase Order, unless Purchaser provides documentation of a valid exemption. Vendor shall make all reasonable efforts to minimize its liability to pay and to recover from Purchaser any value added or other aforementioned taxes which may be assessed on payments under any Purchase Order. Vendor shall cooperate fully with Purchaser in any reasonable and lawful effort by Purchaser to reduce or eliminate any such value added or other aforementioned taxes for which Vendor may be liable in relation to a Purchase Order.

14. ENTIRE AGREEMENT

THIS PURCHASE ORDER, INCLUDING THE DESCRIPTION OF MERCHANDISE, EQUIPMENT AND/OR ACCESSORIES, ALONG WITH ANY PROPOSAL, BID, QUOTATION, OR OTHER DOCUMENT ATTACHED HERETO, EXPRESSLY REFERENCED HEREIN AND MADE A PART HEREOF, IS AN OFFER TO PURCHASE AND ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS SET OUT IN SUCH OFFER. ANY ACCEPTANCE, PROPOSAL, BID, QUOTATION OR OFFER NOT SO MADE A PART HEREOF WHICH STATES TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE SO OFFERED HEREIN IS NOT BINDING ON PURCHASER AND PURCHASER HEREBY REJECTS ANY SUCH ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS UNLESS SUCH ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS ARE AGREED TO IN WRITING BY PURCHASER.

15. EXPORT COMPLIANCE

Without prejudice to Vendor's obligations under any applicable master purchasing agreement or similar arrangement with Purchaser, Vendor agrees to abide by all U.S. and other applicable Government export laws and regulations, including, without limitation those applicable to re-exports or the transfer of controlled technology. If a license or other authorization is required by such laws or regulations for any product, service, technology, or software obtained under this Purchase Order, Vendor shall apply for the applicable licenses and make copies available to Purchaser. Vendor shall timely provide to the Purchaser the U.S. export compliance classification number (ECCN) of goods, services, technology, or software provided under this Purchase Order and any similar number under applicable export control regulations. Vendor agrees that no goods or services provided under this Purchase Order will originate

from or be transported on any vessel owned by or operating under the flag of, any country against which the United States has imposed comprehensive economic sanctions. Vendor agrees to indemnify Purchaser for any fines, penalties, claims, losses, damages, costs (including legal costs), expenses, and liabilities that may arise as a result of Vendor's breach of this provision.

16. LAWS, RULES AND REGULATIONS

Vendor represents and warrants that it is in compliance with all applicable laws, rules and regulations which affect this Purchase Order. Included in such laws, rules and regulations are local, state, federal and international transportation regulations. These transportation regulations require that all freight is accurately described, classified, certified, packaged, marked, labeled, placarded, and in all respects in proper condition for transport. These regulations also require the Vendor to furnish a current "Material Safety Data Sheet" (MSDS), with the shipment of all hazardous material.

17. PUBLICITY

Vendor shall not advertise or publish the fact that Purchaser has placed this order without first obtaining the written consent of Purchaser.

18. ASSIGNMENTS

This Purchase Order shall not be assignable in whole or in part without prior written approval of Purchaser.

19. SET-OFF

At Purchaser's option any indebtedness of Vendor may be credited against amounts owed by Purchaser.

20. TERMINATION FOR CONVENIENCE

Purchaser may terminate for its convenience further performance of all or any separable part of this Purchase Order at any time by written notice to Vendor. On the date of such termination stated in said notice, Vendor shall discontinue all work pertaining to this Purchaser Order. Payment to Vendor shall be based on that portion of the work satisfactorily performed to the date of termination, including reimbursement for reasonable overhead and profit on the partial fulfillment of this Purchase Order, plus reasonable and necessary expenses resulting from the termination, as substantiated by documentation satisfactory to and verified by Purchaser. Vendor shall not be entitled to any prospective or anticipatory profits or damages because of such termination.

21. CHANGE ORDERS

Purchaser reserves the right, at any time, to make changes in quantity, drawings and specifications, methods of shipment and packaging, schedules and the place of shipment as to any goods, materials, equipment and machinery or work covered by this Purchaser Order. In such event, an equitable adjustment in price and time of performance mutually satisfactory to Purchaser and to Vendor shall be negotiated. Vendor shall not suspend performance of this Purchase Order while Purchaser and Vendor

are in the process of making such changes and any related adjustments and, if released in writing by Purchaser, Vendor shall comply with and perform such change in accordance with the terms in this Purchase Order during such time. No substitutions shall be made in this Purchase Order without the prior written authorization of Purchaser. Additional compensation will be paid to Vendor only if agreed to in writing by Purchaser.

**ADDITIONAL PAGES OF THIS PURCHASE ORDER MAY BE ATTACHED HERETO AND INCORPORATED
HEREIN AS PART THIS PURCHASE ORDER**