

PROJECT ADDENDUM

1. Services. Seller will provide the Services specified in the applicable Sales Order. Prior to commencing performance of Services, Buyer shall confirm the accuracy of the specifications and measurements relevant to the scope of the Services, as well as the quantity of Products to be supplied. Buyer shall be responsible for payment for all Products and Services supplied after providing such confirmation. If Buyer requests Services outside of these parameters, additional charges may apply. Seller shall have the right to access the site(s) at which the Services are performed, including the right of ingress and egress to and from public roads to such sites over Buyer's land. If no Services are designated in a Sales Order, the provisions of this Project Addendum relating to Services shall not apply.

2. Oversupply. Seller may elect to oversupply Products in order to prevent a shortfall. Unless otherwise set forth in a Sales Order, Buyer shall pay for all oversupplied Products in accordance with the terms of the Agreement. In the event that Seller oversupplies Products, all returns of such oversupplied Products will be handled in accordance with Supplier's current return policy.

3. Custom Products. Unless otherwise specified in the applicable Sales Order or otherwise authorized by the Seller in writing, non-stock or "built-to-suit" Products may not be returned, and purchases of such Products will not be refunded.

4. Prepayment. Seller may, at Seller's option, require Buyer to pay to Seller a prepayment prior to providing Products or rendering Services. If Seller requires such prepayment, Seller shall issue a Sales Order to Buyer for such prepayment promptly after acceptance of the applicable order, and such prepayment shall be due in accordance with the terms set forth in the Sales Order. Seller shall have no obligation to provide Products or perform Services until such prepayment is paid in full.

5. Delivery. Buyer agrees that Seller may, without liability to Seller, leave Products at the delivery site, regardless of whether Buyer or Buyer's employees or agents are available at the time of delivery.

6. Return. Buyer shall have no right to return any Products or Services, unless such return is authorized by Seller in writing.

7. Insurance. Buyer shall be responsible for purchasing and maintaining liability insurance, including but not limited to bodily injury and property damage, and such other insurance as may reasonably be required by Seller, in amounts equal to those customarily maintained by similar companies in the same industry. Certificates of such insurance showing the coverage required hereunder shall be sent to Seller prior to the commencement of performance of Services. All policies of insurance shall name Seller as an additional insured. Any insurance payments made under such policies shall be paid to the party that suffered the insurable loss.

8. Indemnity. EXCEPT TO THE EXTENT CAUSED SOLELY BY SELLER'S NEGLIGENCE, BUYER SHALL INDEMNIFY AND HOLD HARMLESS SELLER, AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENDING ANY ACTION) THAT IT MAY SUSTAIN OR INCUR AS A RESULT OF THE USE, OPERATION OR POSSESSION OF THE PRODUCTS AND/OR SERVICES BY BUYER OR ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES, THE NEGLIGENT OR WILLFUL ACT OR NEGLIGENT OR WILLFUL OMISSION OF BUYER OR ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES OR THE ALTERATION OR MODIFICATION OF THE PRODUCTS AND/OR SERVICES OR THE USE OR COMBINATION OF THE PRODUCTS AND/OR SERVICES WITH OTHER PRODUCTS, DEVICES OR SERVICES BY BUYER OR ITS

AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

9. Security Interest. As collateral security for the payment of the purchase price of the Products and/or Services, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products sold hereunder, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this section constitutes a purchase money security interest under the applicable Uniform Commercial Code.

10. Termination. If Buyer fails to make a payment when due under the Agreement or breaches another obligation thereunder, Seller may immediately suspend performance under the Agreement and/or any order, and may immediately terminate all of its obligations under the Agreement and/or any order upon written notice to Buyer. On such termination, Buyer shall pay Seller for all Products provided and Services performed prior to and as of the effective date of termination, for reasonable expenses incurred by Seller for work-in-process up to and including the date of termination, and lost profits.

11. Force Majeure. Seller will not be liable for any delay or failure in the performance under the Agreement, if such delay or failure is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, civil unrest, acts of God, war, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, any law, order, regulation, direction or request of any governmental authority having or claiming to have jurisdiction over Seller, insurrection, riots, national emergencies, terrorism, or any other causes beyond Seller's reasonable control.

12. Compliance with Law. In performing its obligations and exercising its rights under the Agreement, Buyer shall, at all times, act ethically and in compliance with all applicable laws of the United States and any jurisdiction in which Buyer is established or conducts operations relating to the Agreement, including (without limitation) any applicable laws in force from time to time regarding bribery, fraudulent acts, corrupt practices and/or money laundering.

13. Survival. Sections 8, 9 and 10 of this Project Addendum will survive the expiration or earlier termination of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination.