

CARDINAL EQUIPMENT SERVICES, LLC PURCHASE ORDER STANDARD TERMS AND CONDITIONS

1. Definitions. "Applicable Laws" means all applicable federal, state and local laws, rules, regulations, ordinances, codes, guidelines, orders and administrative requirements promulgated by relevant competent authorities and/or other governmental or regulatory authorities that may apply to Supplier, Supplier's business and industry, Supplier's employees and Subcontractors, the development, manufacturing, marketing, import/export, sale, use, distribution, provision and/or performance of the Goods and Services including, but not limited to, those related to environmental protection and the environment, employment matters, anti-bribery, workers' compensation, insurance, transportation, technology, security, health and safety, the performance of either party's obligations hereunder and/or the parties' relationship hereunder. "Confidential Information" will mean all data and information submitted to Supplier by Buyer or processed, developed, amended, modified or enhanced by Supplier on Buyer's behalf in connection with the Goods and/or Services, including Deliverables, and includes the terms and conditions of this Order. "Goods" refers to all materials, supplies, equipment, parts, software, hardware, accessories, ingredients and other items to be sold or leased to, or developed, managed or modified for, Cardinal Equipment Services, LLC, or any of its affiliate, subsidiary or parent companies ("Buyer"), including but not limited to Deliverables (as defined herein), and unless the context otherwise requires, will also include installation and other services related to the Goods that Supplier may agree to provide. The term "Services" refers to all services of any nature whatsoever ordered or required by Buyer hereunder. "Supplier" refers to the entity, and each of its affiliates, subsidiary and parent companies, and any of their resellers, distributors, contractors and Subcontractors (as defined herein), providing the Goods and Services hereunder. "Order" means this Purchase Order. "Subcontractor" means a person or entity (including but not limited to consultants, contractors, laborers, materialmen, suppliers, subcontractors or sub-subcontractors) that has a direct contract with Supplier to perform or provide any portion of the Goods or Services hereunder.

2. Acceptance; Applicable Terms and Conditions.

- (a) Upon receipt by Buyer of an express acceptance by Seller, or upon Seller providing any of the Goods or Services subject to this Order, or upon shipment of such Goods, whichever occurs first, this Order will become a contract with the terms and conditions herein set forth.
- (b) Acceptance of this Order is expressly limited to the terms and conditions of this Order. Buyer will not be bound by any provisions in Supplier's order acknowledgements, invoices, acceptance forms or other documents (including any counter-offers, quotes, proposals and estimates) ("Supplier Forms"), including any online terms and conditions referenced in any such Supplier Forms or in a website, application or other digital or electronic format, that propose any terms or conditions in addition to, or differing from, the terms and conditions set forth herein, and any such terms and conditions of Supplier will have no force or effect and will not constitute any part of the terms and conditions of this Order; provided, however, in the event Buyer attaches Supplier Forms to this Order, any terms and conditions that do not conflict with the terms and conditions of this Order will apply (but in no event will any additional legal terms or conditions apply). Buyer's failure to object to provisions contained in Supplier's documents will not be deemed a waiver of the terms and conditions set forth herein.
- (c) No change to the terms and conditions of this Order will be binding on Buyer unless approved in a writing signed by an authorized signatory of Buyer.
- (d) If any provision of this Order conflicts with any order, form or other document submitted by Buyer to Supplier, the provisions of this Order will control for purposes of those specific provisions only.

3. Prices; Expenses.

- (a) Prices in the Order are to be held firm and not subject to adjustment unless specifically approved in a writing signed by an authorized signatory of Buyer. Unless otherwise stated in the Order, all prices set forth in the Order are Supplier's good faith estimates, and in no event will Supplier invoice or charge Buyer for any amounts not incurred or any amounts above what is listed in the Order.
- (b) Supplier warrants that the prices specified in this Order are as low as any net prices now given by Supplier to any other customer for goods or services of like grade and quality in like quantities. Supplier agrees that if at any time during the pendency of this Order Supplier quotes lower net prices to a customer under such similar conditions, said lower net prices will be from that time substituted for the prices herein.
- (c) Except as otherwise provided herein, the prices include all costs and charges to be incurred by Supplier in fulfilling this Order, including, without limitation, installation and other service charges, all applicable federal, state and local taxes and duties, all wages and fees for Services and materials, all charges for transportation, packing, loading, boxing, hauling, storing, shipping, insuring and packaging and for returnable containers, all costs of design, engineering and development, and all costs for tooling, gauges, jigs, fixtures, dies, molds, patterns and similar property that may be obtained or required by Supplier for use in the manufacture, fabrication or assembly of the Goods or performance of the Services called for by this Order.
- (d) Any reimbursable expenses will be paid by Buyer as stipulated in this Order and must receive Buyer's prior written approval prior to being incurred. Supplier agrees to abide by Buyer's Travel and Entertainment Policy, a copy of which will be provided to Supplier upon Supplier's request, with respect to any potentially reimbursable expenses incurred pursuant to performance of this Agreement. Supplier will use commercially reasonable efforts to minimize all expenses, whether or not they are directly reimbursed, including but not limited to such efforts as taking advantage of lowest logical airfares and promotional rates from travel providers. From time to time, Buyer's Travel and Entertainment Policy may be updated at Buyer's sole discretion.

4. Specifications. Unless otherwise authorized in writing by Buyer, Supplier will deliver Goods and render Services per all requirements, specifications, designs, drawings, performance and manufacturing process criteria, if any, furnished by Buyer to Supplier, or furnished to Buyer by Supplier, and pursuant to all Applicable Laws, without variation.

5. Assurance of Performance. If Supplier fails to perform when due any delivery and/or Service required by this Order, or Buyer in good faith has any other reason to question Supplier's intent or ability to perform, Buyer may, in its sole discretion, demand adequate assurance of performance, including that Supplier furnish a performance bond or letter of credit, conditioned to indemnify Buyer for any loss Buyer may sustain by failure of Supplier to perform its obligations. If Supplier fails to comply with such demand within ten (10) business days thereafter, Buyer may treat this failure as a default.

6. Default and Termination. The breach by Supplier of any representation, warranty, covenant or other obligation of this Order will be deemed a breach of this Order (a "Breach"). This Order may be terminated by Buyer upon any Breach that is not cured within ten (10) days after Supplier's receipt of written notice of such Breach, or without cause or reason by prior written notice to Supplier. This Order may be terminated by either party immediately upon written notice if the other party will have made an assignment for the benefit of creditors, filed a petition in bankruptcy, or is adjudged insolvent or bankrupt; a receiver or trustee is appointed with respect to a substantial part of the other party's property; or a proceeding is commenced against the other party that is likely to substantially impair its ability to perform its obligations hereunder. Any right to terminate this Order pursuant to this section will be in addition to, and not in lieu of, any rights that such terminating party may have at law or in equity.

7. Warranty. In addition to, and not in lieu of, any other warranties provided by Supplier (including but not limited to manufacturers' warranties, which Supplier will pass through to Buyer for all Goods and Services provided hereunder), Supplier represents and warrants that: (i) the Goods supplied hereunder are of merchantable quality and are free of all defects in design, materials and workmanship; (ii) Supplier has the experience and ability in the fields and related disciplines (including, without limitation, and if applicable, those relating to environmental protection and occupational safety and health) as may be necessary to perform any and all Services under this Order with a high standard of quality consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions; (iii) Supplier will provide all equipment, materials, labor and personnel necessary to provide the Goods and Services under this Order; (iv) any Services under this Order will be performed in a workmanlike and professional manner, and all related services, equipment, materials, reports and Goods furnished will be as represented by Supplier, suitable and fit for Buyer's business purposes, and in conformance with Buyer's performance criteria provided to Supplier; (v) Supplier has the right to enter into and fully perform this Order, and no Services, equipment, materials, reports or Goods furnished to Buyer will in any way infringe upon or violate any Applicable Law, contract with any third party, or rights of any third party, including, without limitation, rights of patent, trade secret, trademark, copyright or any other intellectual property right; (vi) Supplier will obtain all permits, licenses, and other governmental and third party approvals and authorizations necessary for Supplier to provide the Goods and Services under this Order; (vii) if any Services performed under this Order involve environmental investigation / assessment (e.g., for due diligence purposes), then such Services will be performed in accordance with, at a minimum, ASTM E1527-13 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," or the latest version of the same; (viii) if Supplier is contacted by any governmental agency or other authority regarding any of the Goods and/or Services provided under this Order, or otherwise regarding Buyer or its business or facilities, Supplier will promptly notify Buyer in writing (pursuant to the notice requirements herein) about any such communication; (ix) Supplier will not contact or communicate with any governmental agency or other authority regarding any Goods and Services provided under this Order, or otherwise regarding Buyer or its business or facilities, without first notifying Buyer (pursuant to the notice requirements herein) and obtaining Buyer's prior written approval to make such contact or communication; (x) with respect to all individuals who Supplier provides to provide Goods and Services under this Order, Supplier will make all appropriate tax payments and tax withholding and will verify such individuals as being legally able to work in the United States, including executing and maintaining a federal Form I-9 for all employees, contractors, and other agents performing the Services, with such Forms I-9 to be made available to Buyer upon request; (xi) Supplier will provide the Goods and Services in the best interests of Buyer; (xii) Supplier has exclusive good and marketable title to the Goods and Services supplied hereunder, which will be transferred to Buyer free of liens and encumbrances; and (xiii) Supplier (a) does not have, and will not have, any contract, agreement or other understanding with any third party that entitles Supplier, or any of its subsidiary, affiliate or parent companies, or any of their officers, directors, employees, or representatives, to receive, directly or indirectly, any compensation or benefit whatsoever (whether designated as a rebate, incentive, reimbursement, commission, referral fee, consulting fee, broker's fee or other payment or fee however designated) as a result of, or relating to, the Goods or Services provided under, or recommendations resulting from, this Order (collectively, "Benefit"); (ii) will not now or in the future receive any Benefit or seek to receive any Benefit; and (iii) will immediately report and remit to Buyer any Benefit received by Supplier at any time (collectively, this Section 7 is the "Warranty"). The Warranty will inure to the benefit of Buyer. No warranty implied in connection with the sale and/or purchase of the Goods and Services is disclaimed by Supplier.

8. Indemnification. Supplier will, at its own cost and expense, indemnify, defend and hold harmless Buyer, its subsidiary, parent and affiliate companies, and each of their directors, officers, employees, former employees, partners, agents, contractors and customers, from and against all third party claims, lawsuits, demands, actions and allegations, and all related expenses (including, without limitation, reasonable attorneys' fees, legal fees and costs), losses, costs, liabilities, damages, including punitive and exemplary damages, settlements and judgments arising from: (i) the Goods and/or Services Supplier provides to Buyer hereunder, (ii) the negligent or intentional acts or omissions of Supplier or its subsidiary, parent or affiliate companies, or any of their directors, officers, employees, former employees, partners, agents, contractors or Subcontractors, (iii) the unauthorized use of Buyer's or any other third party's trademarks, patent, copyright or other intellectual property right(s), (iv) a Breach of this Order, including, but not limited to, Breach of the confidentiality obligations in this Order, (v) a

violation or infringement of any patent, copyright, trademark or other intellectual property or proprietary right involving the Goods and/or Services provided by Supplier to Buyer, and/or (vi) a violation by Supplier or its subsidiary, parent or affiliate companies, or any of their directors, officers, employees, former employees, partners, agents, contractors or Subcontractors of any Applicable Laws. This Section will survive termination or expiration of this Order.

9. Packaging and Shipping; Risk of Loss.

- (a) Any packing and packaging will be in accordance with specific instructions from Buyer in this Order or in a separate written notification to Supplier. In the absence of specific instructions, all packing and packaging will comply with good commercial practice, applicable carrier's tariffs and all Applicable Laws, and will consist of suitable containers for optimum protection of the Goods and for in-facility handling and storage.
- (b) Any deliveries will be made by the carrier and route specified by Buyer. In the absence of instructions, shipments will be routed via the most economical mode of commercially reasonable transportation available, consistent with the time and delivery requirements established for this Order.
- (c) If invoices are subject to discount for prepayment, Supplier will state the applicable terms clearly on such invoices. Buyer's opportunity for prepayment will not be prejudiced by delays beyond Buyer's control.
- (d) Delivery will not be deemed complete until the Goods have actually been received and accepted by Buyer, and the risk of loss of the Goods will be borne by Supplier until such delivery and acceptance.
- (e) Supplier will also bear the risk of loss on the Goods rejected by Buyer, from the time of rejection by Buyer and shipment thereof to Supplier until the redelivery thereof to Buyer.

10. Delivery or Performance Schedule; Quantities.

- (a) Time is of the essence with respect to completion and/or fulfillment of this Order.
- (b) Buyer may terminate this Order for any nonconformity in any lot or installment delivered or Services performed hereunder, including, without limitation, failure of Supplier to deliver the Goods or perform Services when due, delivery of defective or otherwise nonconforming Goods, delivery of an insufficient quantity of Goods, or deficient, defective or incomplete performance of Services.
- (c) Supplier will promptly advise Buyer of any delay or anticipated delay in delivery or performance and will pay Buyer for any losses sustained or costs incurred by Buyer as a result of such late delivery or performance.
- (d) If Supplier fails to deliver the Goods on or before the designated delivery date set forth in this Order or otherwise agreed upon by the parties, Supplier will, at the sole decision and election of Buyer, either (i) ship such late Goods on an expedited basis to Buyer (or Buyer's agent, as may be directed by Buyer) immediately at Supplier's sole expense, or (ii) Buyer may purchase replacement Goods from another supplier and Supplier will pay to Buyer within ten (10) days thereafter any additional costs incurred by Buyer in obtaining such replacement Goods. Supplier will be responsible for any and all penalties, late fees, contract damages or similar charges or expenses incurred by Buyer as a result of Supplier's failure to deliver the Goods to Buyer by the designated delivery date specified in this Order.
- (e) Supplier will not, without Buyer's prior written consent, manufacture or procure materials in advance of Supplier's normal flow time or deliver Goods or perform Services in advance of schedule. In the event of termination of this Order, no claim by Supplier will be allowed for any such manufacture or procurement or performance of Services in advance of such normal flow time without the prior written consent of Buyer.
- (f) Unless specified otherwise herein, this Order will not be deemed separable as to the Goods and Services ordered herein.
- (g) Goods that are to be shipped will be shipped F.O.B. destination unless otherwise specified by Buyer in writing, and title and risk of loss will pass from Supplier to Buyer upon delivery of the Goods in accordance with the applicable shipping designation. Any shipments that are sent C.O.D. without Buyer's consent will not be accepted and will be made at Supplier's sole risk and liability.
- (h) Delivery of the Goods will be in the exact quantities stated in the Order. Buyer assumes no liability for over-shipments and will not be required to pay Seller for the excess quantities.

11. Inspection and Testing. All Goods and Services are subject to inspection and rejection by Buyer at any time, including during their manufacture, construction or preparation, notwithstanding any prior payment or inspection. Goods or Services may at any time be rejected for defects or defaults revealed by inspection, analysis or by manufacturing operations or use after delivery even though such Goods or Services may have previously been inspected and accepted. Without limiting any of the rights it may have, Buyer, in its sole discretion, may require Supplier, at Supplier's expense, to (i) promptly repair or replace any or all rejected Goods, or to cure or re-perform any or all rejected Services, (ii) refund the price of any or all rejected Goods or Services, and/or (iii) Buyer may purchase replacement Goods or Services from another supplier, and Supplier will pay to Buyer within ten (10) days thereafter any costs incurred by Buyer in obtaining such replacement Goods or Services. All such rejected Goods will be held by Buyer awaiting Supplier's prompt instruction for pick-up by Supplier and at Supplier's risk. Nothing contained herein will in any way relieve Supplier from the obligation of testing, inspection and quality control.

12. Force Majeure. Neither party will be liable to the other for any delay or failure to perform fully where such delay or failure is caused by acts of public enemy, acts of a sovereign nation or any state or political subdivision, or fires, floods or explosions, where such cause is beyond the reasonable control of the affected party (but, for the avoidance of doubt, not acts related to Supplier's supply chain) and renders performance commercially impracticable as defined under the Uniform Commercial Code ("Force Majeure Event"). Whenever a Force Majeure Event delays or prevents full and timely performance of this Order or threatens to, Supplier will promptly give notice to Buyer of such Force Majeure Event and its expected duration, and will take all reasonable steps to recommence performance of its obligations as soon as possible. In the event of such a failure or delay in performance by Supplier, Buyer may, at its sole option, (i) reject any partial or future performance by Supplier upon giving reasonable notice in writing to Supplier, and this Order will thereupon be terminated without liability, or (ii) where limited production by Supplier is possible, Buyer may require Supplier to apportion its materials and

resources so as to produce for Buyer that quantity of Goods ordered by Buyer that bears the same proportion to Supplier's total production for all customers as the scheduled production of Goods for Buyer bears to Supplier's total scheduled production.

13. Intellectual Property/Ownership of Intellectual Property.

- (a) Buyer and Supplier will each maintain ownership of their own pre-existing intellectual property. All intellectual property (including patents, trade secrets, copyrights, trademarks, and/or know how) developed by Supplier in connection with this Order (the "Deliverables") will be owned solely by Buyer, including all intellectual property associated with products, materials, processes or services developed, their composition, the process for their manufacture and any applications for such products, materials or processes. All Deliverables will be deemed to be "work made for hire" for Buyer. Seller hereby assigns all rights, title and interests in all Deliverables. Seller will execute and deliver to Buyer all such further assignments and assurances confirming Seller's ownership of all Deliverables as Buyer may request from time to time. Supplier will not issue any press release, public notification or other statement that uses, names, depicts or references Buyer or any brands or trademarks owned or licensed for use by Buyer without the prior written consent of Buyer. Supplier will not use any trademarks owned or licensed for use by Buyer in any way without the prior written consent of Buyer.
- (b) Supplier warrants that the Goods and Services supplied hereunder, and subsequent use of the Goods and Services by Buyer, do not infringe any U.S. or foreign nation patent, copyright or other intellectual property rights of any third party. Upon becoming aware of any claim or suit in which any such infringement is alleged, the party that is aware will promptly notify the other party. Supplier will be permitted to control the defense or settlement of any such allegation of infringement, and Buyer will provide Supplier with such reasonable assistance in the response and prosecution of any defense as Supplier may reasonably request, at Supplier's sole expense. If a Good or Service is deemed to infringe any U.S. or foreign nation patent, copyright or other intellectual property rights of a third party, Supplier will, at its own expense, procure for Buyer the right to continue using and possessing such Good or Service. If Supplier enters into any settlement or compromise of an allegation of infringement that would materially impair the rights or increase the costs of Buyer to use the Goods or Services as contemplated hereunder, Buyer will have the right to terminate this Order without any liability or obligation to Supplier.

14. Confidentiality. Supplier acknowledges that this Order creates a confidential relationship between Supplier and Buyer and that during the term of this Order it will be entrusted with certain Confidential Information of Buyer that should reasonably be understood by Supplier, due to legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to Buyer. Supplier agrees that it will use reasonable care to protect the confidentiality thereof, using at least the same measures it would use to protect its own similar information, and, for a period of three (3) years after termination or expiration of this Order, will not (a) use such Confidential Information for any purpose except the performance of this Order, or (b) disclose any such Confidential Information to any person (except employees or agents on a need-to-know basis where such persons are advised of these obligations of confidentiality and agree in writing to comply with same), unless such disclosure is authorized by Buyer in writing, or (c) disclose any such Confidential Information required by a court or judicial order without first informing Buyer and cooperating with Buyer if it contests such disclosure. The obligations under this section will not apply to information that (i) was in Supplier's possession without confidentiality restriction prior to disclosure; (ii) was generally known in the trade or business in which Supplier practices at the time of disclosure, or becomes so generally known after such disclosure, through no act of Supplier; (iii) has come into Supplier's possession rightfully from a third party without obligation of confidentiality; or (iv) was developed by Supplier independently of and without reference to Confidential Information.

15. Non-Defamation. Buyer may, at its option, deem Supplier to be in material breach of this Order and immediately terminate this Order if Supplier takes or authorizes any action against Buyer (other than legal action in connection with enforcement of this Order) or makes or authorizes any statements in derogation of Buyer, its business or its products, either directly or indirectly, and such actions or statements are made known to the general public or become a matter of public knowledge during the term.

This Section will survive expiration or termination of this Order.

16. Assignment and Delegation.

- (a) Buyer may assign or otherwise transfer this Order without the prior consent of Supplier. Neither this Order, or any part thereof, nor Supplier's rights and obligations hereunder, may be assigned, subcontracted or otherwise transferred by Supplier, voluntarily, by operation of law or otherwise, even with a majority of the stock or assets of Supplier, without the prior written consent of Buyer, and any such assignment, delegation or transfer attempted without such consent will be null and void and of no force or effect whatsoever. Any consent by Buyer to assignment will not be deemed to waive Buyer's right to recoupment and/or set off of claims arising out of this or any other transactions with Supplier or to settle or adjust matters with Supplier without notice to permitted successors and assigns. Supplier has no authority to bind Buyer to any obligation to third parties.
- (b) Subject to the Warranty section, the terms and conditions of this Order will be binding upon and inure to the sole benefit of the parties hereto and their respective successors, permitted assignees and legal representatives, and are not intended, nor will be construed, to give any person or entity, other than the parties hereto and their respective successors, permitted assignees and legal representatives, any legal or equitable right, remedy or claim hereunder.

17. Responsibility for Property.

- (a) Any materials, items, software, hardware or equipment (including, but not limited to, for purposes of this section, all tools, dies, mechanicals, negatives, plates, drawings, sketches and artwork) furnished, funded or paid for by Buyer, or provided or made available to Supplier in connection with this Order, will be deemed as held by Supplier upon consignment. All such materials, items, software, hardware and equipment not used in the manufacture of the Goods will, as directed, be returned to Buyer, at Buyer's expense, and, if not accounted for or so returned, will be paid for by Supplier. In no

event will Supplier transfer or move such materials, items or equipment to the premises of any third party without the written permission of Buyer. Supplier will not use such materials, items or equipment for any purposes or for any party not authorized in writing by Buyer. Supplier will be fully responsible and indemnify Buyer for any loss or destruction of or damage to such materials, items or equipment until the same are returned to the possession of Buyer, whether or not such loss, destruction or damage is attributable to acts or omissions of Supplier or its representatives, officers, agents or employees (normal wear and tear for authorized purposes and parties excepted).

- (b) Supplier will obtain and maintain property insurance upon all such materials, items or equipment to the full replacement value thereof, as more fully set forth in the Insurance section. This insurance will be specifically so endorsed, and Buyer will be named as a loss payee.

18. Insurance. Throughout the term of this Order, Supplier shall acquire and maintain in force, at minimum, the insurance coverages described below. Supplier shall be responsible for also requiring Subcontractors and sub-Subcontractors, to acquire and maintain the insurance requirements as set forth below. Any exceptions to these requirements must be approved by Buyer in writing. Additional insurance coverages may be required by Buyer.

(a) Commercial General Liability Insurance, including Products/Complete Operations and Advertising Injury coverage, with a minimum combined single limit of \$5,000,000 per occurrence and minimum general aggregate limit of \$5,000,000;

(b) Worker's Compensation Insurance and Employers Liability insurance with a minimum occurrence limit of \$500,000 or the amount required by law, whichever is greater. If Supplier's employees are assigned to work on Buyer's premises, an alternate employer endorsement naming Buyer shall be included on the policy;

(c) If an owned, hired or non-owned vehicle is operated during the performance of this Agreement: Automotive Liability Insurance covering use of all owned, non-owned and hired automobiles with a minimum combined single limit of \$1,000,000 million per occurrence for bodily injury and property damage liability;

(d) "All Risk" Property Insurance in an amount equal to the replacement value of the Supplier's Equipment and any Equipment of the Buyer in the case, custody and control of Supplier;

(e) If Supplier will have direct access to cash, checks, financial instruments, financial resources, or any other items in of value belonging to Buyer: Employee Dishonesty/crime for loss arising out of fraudulent or dishonest acts committed by the employees of Supplier, acting alone or in collusion with others, in a minimum amount of \$1,000,000 million per loss; and

(f) Employment practices liability, including third-party liability in the amount of \$1,000,000 each claim, \$2,000,000 aggregate limit;

(g) If any testing, collection, removal or remediation of hazardous environmental pollutants: Contractors Pollution Liability in amounts and types sufficient to cover any exposures related to hazardous materials stored, generated, handled, transported or disposed of by Supplier, its agents or employees in conjunction with work performed pursuant to the Agreement in the minimum amount of \$5,000,000 per occurrence;

(h) If Supplier intends to storage Buyer's product in an owned, leases or non-owned facility: Warehouseman's Legal Liability insurance in the minimum amount of \$1,000,000 per occurrence;

(i) If Supplier intends to provide software platform or network security services: Technology Errors and Omissions insurance, including coverage for network security/data protection liability (also called "cyber liability") covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in providing said services, with a minimum amount of \$5,000,000 each claim; and

(j) If Supplier will have Buyer's cargo in Supplier's motor truck, then Motor Truck Cargo Insurance in the minimum amount of \$1,000,000 per vehicle/\$1,000,000 per occurrence, including coverage for Property Unloaded at the Terminal or Ocean Marine Coverage in the minimum amount of \$1,000,000 per conveyance;

The insurance coverages listed above will be primary and non-contributory coverage. The limits can be achieved by a combination of primary and umbrella/excess policies. The coverage territory for the stipulated insurance will be on a worldwide basis.

Buyer, its parent, subsidiary and affiliate companies, Buyer's landlord (if applicable), the owner of the property where the Goods and Services are provided (if applicable), and each of their directors, officers, employees, partners, customers and agents, will be included as an "Additional Insured" on Supplier's Commercial General Liability and Commercial Auto Liability policies listed above, and, if applicable, will be included as a "Loss Payee" on Supplier's Crime, Warehousemen's Legal Liability, Motor Truck Cargo/Ocean Marine Coverage and Property policies, and will be evidenced on a Certificate of Insurance.

Prior to the execution of this Order or seven (7) days prior to the start of work under this Order and annually upon the anniversary date(s) of the insurance policy's renewal date(s), Supplier will furnish Buyer with a Certificate of Insurance evidencing the insurance coverages and terms set forth in this Order. Supplier will endeavor to provide thirty (30) days' written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.

Supplier and Subcontractors will cause their insurance companies to waive their right of recovery against Buyer.

Supplier will be solely responsible for any deductible or self-insured retention. The stipulated limits of coverage above will not be construed as a limitation of any potential liability to Buyer, and failure to request evidence of this insurance will not be construed as a waiver of Supplier's obligation to provide the insurance specified.

Supplier will immediately advise Buyer of any claim made against Supplier that pertains to this Order. Both Supplier and Buyer will cooperate in any claim investigation.

19. Bonds. If Supplier is providing construction, demolition, renovation, utilities, architectural, engineering, or other similar services to Buyer, then unless otherwise advised in writing by Buyer, Supplier will obtain and deliver a performance bond(s) and labor/material payment bond(s) (the "Bonds") payable to Buyer, in a form acceptable to Buyer, prior to the provision of such Goods and Services. The Bonds will be submitted in duplicate at the time an Order is executed. The cost of these Bonds is included in the prices in the Order and the Bonds will be made out for an amount equal to one hundred percent (100%) of the prices in the Order. All Bonds will be made out in favor of Buyer (Subcontractor bonds will be made out in favor of Supplier, with Buyer named as a dual obligee) and will be with a surety acceptable to Buyer and licensed to do business in Florida. All Bonds will remain in effect until all obligations

under the Order have been completed. The attorney-in-fact who executes the Bonds will affix thereto an original, certified and current copy of his or her power of attorney. All terms, conditions and obligations found in the Order are specifically incorporated by reference into the bonds as though fully set forth therein. Permitting Supplier to work without providing the Bonds as described above will not be construed as a waiver by Buyer of the requirements of this Section.

20. Buyer's Property. Except as otherwise expressly provided in the Order, all supplies, materials, models, patterns, cuts and other equipment that Buyer furnishes to Seller, or for which Buyer pays, will at all times remain the property of Buyer. Seller will bear all risk of loss and damage with respect to all of those items, normal wear and tear excepted, while such they are in Seller's possession or control.

21. Payment.

(a) Payment of fees due and payable under this Order will be paid within forty-five (45) days after Buyer's receipt of an undisputed invoice from Supplier, or more favorable terms if provided by Supplier; provided, however, that no payment will be made until all Goods are delivered or completed and accepted and/or all Services are completed to the satisfaction of Buyer.

(b) As a condition of payment by Buyer, all invoices must be in a form acceptable to Buyer and will be accompanied by such supporting data as may be reasonably required by Buyer. At a minimum, all invoices must include the following: (i) reference to this Order; (ii) reference to the line item in this Order to which each specific charge pertains; (iii) all charges for time, materials, goods and expense clearly stated in line item detail, segregated and supported by attached documentation; and (iv) if applicable, the milestone number and description and certification that any acceptance testing procedures and criteria are satisfied for the Goods and/or Services associated with the milestone as further described in the Order.

(c) Payment of any invoice will not be construed to limit Buyer's right of inspection, acceptance, set-off or any other right. In the event Buyer disputes any portion of an invoice, Buyer will pay the undisputed portion as set forth in this Section and the parties will proceed in good faith to resolve the dispute as soon as possible.

(d) In no event will Buyer make any payment that will cause the total payments under this Order to exceed the total estimated fees and expenses there were agreed upon in this Order.

22. Liens; Releases.

The following applies in the event Supplier is providing construction, demolition, renovation, utilities, architectural, engineering, or other similar services to Buyer:

(a) If a notice of lien, lien, or the like, alleging nonpayment of a Subcontractor is recorded, filed or served upon Buyer or any property related to the Goods or Services provided by Supplier, Buyer will have the right to retain out of any payment to Supplier then due, or thereafter to become due, an amount sufficient to completely indemnify Buyer against said potential lien. In the event the lien should come to be perfected, Buyer may call upon Supplier to wholly satisfy it and obtain its removal within ten (10) days, and upon Supplier's failure to do so, Buyer may pay the amount of the lien from the retained funds and, within thirty (30) days thereafter, pay the balance, if any, less Buyer's expenses in the matter (including costs and actual reasonable attorneys' and legal fees), to Supplier. Supplier specifically agrees in this event that Buyer may consider the amount of the lien as presumptively correct. In the event the lien is not perfected within the period of time set by Applicable Law for the enforcement of liens, or within such extended time as the lienor may by Applicable Law obtain, Buyer will pay, without interest to Supplier, whatever sums were retained, less Buyer's expenses (including costs and actual reasonable attorney's and legal fees) in disproving the lien. Supplier will also be responsible for the discharge of any lien, for the interest on any money deposited for the purpose of discharging any lien, or for all monies that Buyer may be compelled to pay in discharging a lien, including but not limited to all costs and reasonable attorneys' and legal fees, if any such lien remains unsatisfied after all payments are made.

(b) Supplier will waive, and will have all Subcontractors waive, all liens with respect to any Goods and Services provided and/or the property and any related improvements or alterations to the land of the property upon which such improvements or alterations are situated, upon satisfactory performance by Supplier and/or its Subcontractors and payment by Buyer for the Goods and Services. The foregoing will apply whether such liens are now existing or may hereafter arise in connection with the Goods and Services.

(c) Supplier will, and will have all its Subcontractors, provide Buyer with the following with every invoice payment, starting with the first invoice payment and ending with the final invoice payment under this Order: (i) a partial or final (as applicable) waiver of mechanic's lien in a form as required by Applicable Laws and as found acceptable by Buyer; and (ii) a partial or final (as applicable) release in the amount of the last prior payment made by Buyer to Supplier and the final release in the full amount of all payments made by Buyer to Supplier under this Order. Supplier may furnish a bond satisfactory to Buyer to indemnify Buyer against any potential lien if a Subcontractor refuses to furnish a release or waiver required by Buyer.

23. Paid Stock.

(a) Any Goods for which Buyer has paid Supplier but which have not been delivered to Buyer or shipped pursuant to Buyer's instruction, if any, will constitute "paid stock" of Buyer. Paid stock will not be commingled or stored with Supplier's own inventory of Goods for customers other than Buyer and will be physically separated from Supplier's inventory in an area designated by prominent signs and markings that will identify the paid stock stored within the warehouse area as the sole property of Buyer.

(b) Supplier will bear all risk of loss, injury or destruction to the paid stock while it is warehoused with Supplier and will obtain and maintain insurance insuring the paid stock against loss, damage or destruction due to accident, theft, fire, flood, abuse or vandalism or other hazards commonly covered by extended coverage insurance.

(c) Supplier will not sell, lease, assign, transfer, pledge, hypothecate or otherwise encumber, except as specifically permitted in writing by Buyer, any paid stock warehoused with Supplier or any interest therein. In addition, Supplier will execute such financing statements, security documents and other instruments as Buyer will deem appropriate to protect Buyer's ownership of the paid stock against claims of creditors of Supplier and other third parties.

(d) Supplier will and does hereby defend, indemnify and hold harmless Buyer from and against the payment of any sum of money and against any expenses whatsoever, including attorneys' and legal fees and court costs, that Buyer may be called upon to pay

or incur resulting from any loss or damage to the Goods while warehoused with Supplier or resulting from a creditor's or other third party's claim of interest, lien or right in or to any paid stock warehoused with Supplier.

24. Taxes. Unless otherwise required by Applicable Law, Supplier will pay all taxes, excise charges, fees or other charges, other than applicable sales tax, that may be required or levied by any local, state or federal government because of the sale, transportation or delivery of the Goods and/or Services sold or provided to Buyer hereunder.

25. Examination of Supplier's Records and Place of Business. Upon request by Buyer, any duly authorized representative of Buyer will, until three (3) years after final payment under this Order, have access to and right to examine pertinent books, papers, documents, accounts and records of Supplier involving transactions related to this Order and to examine Supplier's place of business as necessary to determine whether the terms of this Order are being, or were, carried out.

26. Independent Contractor/Subcontractors.

(a) Supplier is an independent contractor and not an agent, representative or joint venture partner of Buyer. Supplier and its Subcontractors, employees and agents are neither employees of Buyer for any purpose nor eligible for participation in any benefit plan available to employees of Buyer, and Supplier will not hold itself out as, or give any person reason to believe that Supplier is, an agent or employee or otherwise under the control of Buyer. Supplier may not enter into any contract or commitment for Buyer and will be solely responsible for its own Subcontractors, employees and agents and for making all payments to and for its Subcontractors, employees and agents, including those required by Applicable Law. Buyer will not be liable for any debts or liabilities of Supplier and Supplier agrees to obtain Buyer's advance written approval for all Subcontractors required or utilized by Supplier in the performance of this Order. All requirements and obligations assigned to Supplier under this Order will also apply to Subcontractors. Supplier agrees to be responsible to Buyer for Subcontractor's actions to the same extent as if Supplier itself provided the Goods and/or Services pursuant to the terms and conditions in this Order.

(b) Supplier will employ each Subcontractor with a written subcontract document such that each Subcontractor is bound to Supplier by the terms of this Order, and assumes toward Supplier and Buyer all of the obligations and responsibilities that Supplier assumes toward Buyer under this Order. Supplier's agreement with each Subcontractor will preserve and protect the rights of Buyer under the Order as to the portion of the Goods and/or Services assigned to each Subcontractor, and the subcontracting portion of the Goods and/or Services will not diminish or affect the rights of Buyer against Supplier nor will it in any way diminish or affect Supplier's obligations to Buyer under the Order. Supplier will include a provision in all its subcontract documents requiring each Subcontractor to agree that Buyer is not liable to any Subcontractor because of Supplier's failure to perform or pay, or for any breach by Supplier of the Order.

27. Waiver. Buyer will not, by any act, delay, omission, failure to object to any terms that now or in the future appear in any form or other communication from Supplier or otherwise, be deemed to have waived any of the rights or remedies under this Order, nor be deemed to have accepted any such terms, and no waiver whatsoever will be valid as against Buyer unless in writing, signed by an authorized representative of Buyer, and then only to the extent set forth therein. Buyer's waiver of any right, remedy or breach of any of the terms, conditions or provisions of this Order, or any failure to enforce the same, on any one occasion will not be construed as a waiver of any right or remedy that Buyer would otherwise have on a future occasion and will not in any way affect, limit or waive Buyer's right to thereafter enforce or compel strict compliance to that or any other term, provision or condition hereof.

28. Right of Set Off. Supplier agrees that Buyer, in its sole discretion, will have the right to offset amounts that may become payable by Buyer to Supplier under this Order or otherwise, against any present or future indebtedness of Supplier to Buyer, money, prepaid inventory or otherwise, whether arising under this Order or otherwise.

29. COVID-19 Waiver and Indemnity. Supplier agrees that it is solely responsible for the safety and actions of its and its affiliates' employees, contractors, Subcontractors, agents, and representatives (collectively, "Supplier Personnel") while on Buyer's property, when working with Buyer equipment, or when working or interacting with Buyer's and its affiliates' employees, contractors, subcontractors, agents, and representatives (collectively, "Buyer Personnel"). Supplier agrees to, and agrees to cause Supplier Personnel to, comply with all Buyer policies, guidelines, signage, instructions and rules when working on Buyer property, with Buyer equipment, and with Buyer Personnel, including those pertaining to COVID-19 or other illness. Because the Buyer property and equipment are accessible for use by multiple individuals, including Buyer Personnel, Supplier recognizes that Supplier Personnel are at risk of being exposed to and/or contracting an illness, including COVID-19, when working on Buyer property, with Buyer equipment, and with Buyer Personnel.

With full awareness, understanding and appreciation of the risks involved, Supplier, for itself and on behalf of Supplier Personnel, releases and discharges Buyer and its affiliates and Buyer Personnel (collectively, the "Released Parties") from, and covenants not to sue the Released Parties as a result of, all liability or responsibility whatsoever for any illness, injury, death, or any other type of damages, however caused, directly or indirectly, that may occur as a result of or relating to Supplier's or Supplier Personnel's access or exposure to Buyer property, equipment and/or Buyer Personnel, or otherwise in any way related to COVID-19, and including any damages resulting from COVID-19 or other illness arising or resulting from the alleged negligence of any third party or the Released Parties. Supplier further agrees, at its sole cost and expense, to defend, indemnify and hold harmless the Released Parties from and against all claims, allegations and lawsuits, including those made by Supplier Personnel, alleging illness, injury, death, or any other type of harm, loss, or damage, however caused, directly or indirectly, to have occurred as a result of or relating to Supplier's or Supplier Personnel's access or exposure to Buyer property, equipment and/or Buyer Personnel, or otherwise in any way related to COVID-19, and all resulting damages, losses, liabilities, settlements, judgments, costs and expenses of any kind, including, but not limited to, reasonable attorneys' fees and disbursements.

This Section will survive termination or expiration of this Order.

30. Supplier Guiding Principles.

(a) Supplier is required to meet the standards set forth in this Section, at a minimum, with respect to Supplier's operations. Supplier will, and will cause its employees and

Subcontractors to, (i) comply with all applicable child labor laws; (ii) not use forced, bonded, prison, military or compulsory labor; (iii) comply with all Applicable Laws on abuse of employees and will not physically abuse employees; (iv) comply with all Applicable Laws on freedom of association and collective bargaining; (v) comply with all Applicable Laws on non-discrimination and equal opportunity; (vi) comply with all Applicable Laws on wage and benefits; (vii) comply with all Applicable Laws on work hours and overtime; (viii) comply with all Applicable Laws on health and safety matters; and (ix) comply with all Applicable Laws on environmental matters (collectively, (i) through (ix), are the Supplier Guiding Principles ("SGPs")). Supplier will demonstrate compliance with these SGPs at the request, and to the reasonable satisfaction, of Buyer.

(b) Supplier will develop and implement appropriate internal business processes to ensure compliance with these SGPs, and Buyer may utilize independent third parties to assess Supplier's compliance with the SGPs. These assessments generally include confidential interviews with Supplier contractors, Subcontractors, employees and on-site contract workers. If at any time Supplier fails to uphold any aspect of these SGPs, Supplier is expected to promptly implement corrective actions. Supplier hereby represents and warrants that it has read, understands and is in, and will remain in, full compliance with all the requirements of Buyer's SGPs. Buyer reserves the right to terminate this Order immediately without liability if Supplier cannot demonstrate that it is upholding the SGPs.

31. Defend Trade Secrets Act. Pursuant to the Defend Trade Secrets Act of 2016, Supplier understands that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is: (a) made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (b) made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order. Supplier agrees to supply each of its consultants, employees and contractors performing Services hereunder a copy of this notice in this Section.

32. Equal Employment Opportunity/Affirmative Action. For purposes of the following subsection, contractor means Buyer and subcontractor means Supplier: **This contractor and subcontractor will abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities. In addition, this contractor and subcontractor will abide by the requirements of 41 CFR § 60-1.4(a).**

33. Code of Business Conduct for Suppliers. Supplier agrees to supply each of its employees and Subcontractors providing Goods and/or Services with a copy of the below Code of Business Conduct for Suppliers. Supplier will comply, and will ensure compliance by its employees and Subcontractors, with the Code of Business Conduct for Suppliers.

Code of Business Conduct for Suppliers of Cardinal Equipment Services

Cardinal Equipment Services expects all of its employees to comply with the law and act ethically in all matters. It has the same expectations of its suppliers. This Code of Business Conduct for Suppliers to Cardinal Equipment Services ("Code") establishes requirements for Cardinal Equipment Services suppliers.

- (a) **Conflicts of Interest.** Employees of Cardinal Equipment Services should act in the best interest of Cardinal Equipment Services. Accordingly, employees should have no relationship, financial or otherwise, with any supplier that might conflict, or appear to conflict, with the employee's obligation to act in the best interest of Cardinal Equipment Services. For example, suppliers should not employ or otherwise make payments to any employee of Cardinal Equipment Services during the course of any transaction between suppliers and Cardinal Equipment Services. Friendships outside of the course of business are inevitable and acceptable, but suppliers should take care that any personal relationship is not used to influence the Cardinal Equipment Services employee's business judgment. If a supplier employee is a family relation (spouse, parent, sibling, grandparent, child, grandchild, mother- or father-in-law, or same or opposite sex domestic partner) to an employee of Cardinal Equipment Services, or if a supplier has any other relationship with an employee of Cardinal Equipment Services that might represent a conflict of interest, the supplier should disclose this fact to Cardinal Equipment Services or ensure that the Cardinal Equipment Services employee does so.
- (b) **Gifts, Meals and Entertainment.** Employees of Cardinal Equipment Services are prohibited from accepting anything more than modest gifts, meals and entertainment from suppliers. Ordinary business meals and small tokens of appreciation, such as a logo pen or t-shirt or small gift baskets at holiday time, generally are fine, but suppliers should avoid offering Cardinal Equipment Services employees travel, frequent meals or expensive gifts. Gifts with a total retail value of greater than \$75 are presumptively not modest. Gifts of cash or cash equivalents, such as gift cards, are never allowed.
- (c) **Business and Financial Records.** Both suppliers and Cardinal Equipment Services must keep accurate records of all matters related to suppliers' business with Cardinal Equipment Services. This includes the proper recording of all expenses and payments. If Cardinal Equipment Services is being charged for a supplier employee's time, time records must be complete and accurate. Suppliers should not delay sending an invoice or otherwise enable the shifting of an expense to a different accounting period.
- (d) **Anti-Bribery.** Suppliers acting on behalf of Cardinal Equipment Services must comply with the U.S. Foreign Corrupt Practices Act, as well as all local laws dealing with bribery of government officials. In connection with any transaction as a supplier to Cardinal Equipment Services, or that otherwise involves Cardinal Equipment Services, suppliers must not transfer anything of value, directly or indirectly, to any government official, employee of a government-controlled company or political party, in order to obtain any improper benefit or advantage. Suppliers must keep a written accounting of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of Cardinal Equipment Services, or out of funds provided by Cardinal Equipment Services.

Suppliers must furnish a copy of this accounting to Cardinal Equipment Services upon request.

- (e) **Protecting Information.** Suppliers should protect the confidential information of Cardinal Equipment Services. Suppliers who have been given access to confidential information as part of the business relationship should not share this information with anyone unless authorized to do so by Cardinal Equipment Services. Suppliers should not trade in securities, or encourage others to do so, based on confidential information received from Cardinal Equipment Services. If a supplier believes it has been given access to Cardinal Equipment Services's confidential information in error, the supplier should immediately notify its contact at Cardinal Equipment Services and refrain from further distribution of the information. Similarly, suppliers should not share with anyone at Cardinal Equipment Services information related to any other company if suppliers are under a contractual or legal obligation not to share the information.
- (f) **Reporting Potential Misconduct.** Suppliers who believe that an employee of Cardinal Equipment Services, or anyone acting on behalf of Cardinal Equipment Services, has engaged in illegal or otherwise improper conduct, should report the matter to Cardinal Equipment Services through email at notices@eqservice.com. A supplier's relationship with Cardinal Equipment Services will not be affected by an honest report of potential misconduct.
- (g) Cardinal Equipment Services reserves the right to amend, alter or terminate this Code at any time and for any reason without notice.

34. Miscellaneous.

- (a) Except as otherwise expressly provided herein, any notice or communication required or permitted hereunder will be sufficiently given if sent in writing by (i) U.S. mail, (ii) certified mail, postage prepaid, or (iii) recognized courier delivery service (*i.e.*, UPS, FedEx, etc.) with tracking. Any such notice, if so mailed, will be deemed to have been received the third business day following such mailing or when actually received by the recipient if sent with tracking. Either party hereto may change its address for notice purposes by written notice to the other party pursuant to this Section. Notices to Supplier may be sent by Buyer to the entity and address listed on the Order. Notices to Buyer must be mailed to Cardinal Equipment Services, LLC, 10117 Princess Palm Avenue, Suite #340, Tampa, Florida 33610, Attn: General Manager, Email: notices@eqservice.com, with a copy to Deborah Pond, at the same address.
- (b) This Order, and all matters arising directly or indirectly from this Order, including tort claims, will be governed by and construed in accordance with the law of the State of Florida without giving effect to the conflicts of laws provisions or principles thereof. For any legal action, suit, claim or other proceeding arising out of or in any way connected with this Order, each of the parties to this Order consent to the exclusive jurisdiction and venue of the state and federal courts sitting in, or having principal

jurisdiction over, Tampa, Hillsborough County, Florida. The parties hereto agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Order.

- (c) The parties in good faith will first attempt to settle any controversy or claim arising out of or relating to this Order by confidential non-binding mediation. Either party may institute a mediation proceeding by written request to the other party. Any such mediation proceeding will be conducted in the Tampa, Florida metropolitan area in accordance with the then current American Arbitration Association Arbitration and Mediation Rules and Procedures. Notwithstanding anything to the contrary in this Order, either party may seek from any court, in accordance with the governing law subsection above, any provisional remedy, including, without limitation, injunctive relief, that may be necessary to protect trademarks, copyrights, patents, confidentiality, non-competition or other rights or property pending the establishment or completion of the mediation proceeding.
- (d) The various provisions of this Order are severable, and any determination of invalidity, illegality or unenforceability of any one term or provision hereof will have no bearing on the continuing force and effect of the remaining valid provisions hereof.
- (e) Captions, headings and arrangements given to various sections herein are for convenience only and are not intended to modify, limit or affect the meaning of any of the substantive provisions hereof.
- (f) This Order may be executed in one or more counterparts, each of which will be deemed an original, and all such counterparts, taken together, will constitute one and the same Order between the parties. To the maximum extent permitted by Applicable Law, signatures exchanged via facsimile or other electronic means are deemed to be the same as original signatures.
- (g) The terms "including" and "include" will not be deemed to be limiting. This Order contains the entire Order between Buyer and Supplier regarding the subject matter hereof, and there has been no other representations or inducements, oral or otherwise, made by any party in connection herewith.
- (h) Buyer grants to Supplier, its agents and employees, during the term of this Order, reasonable access to Buyer's premises for the sole purpose of fulfilling its obligations under this Order. Supplier's employees, agents and contractors will comply with all regulations and rules of Buyer which may be in effect at the applicable facilities.
- (i) To the extent applicable, Supplier agrees to comply in full with 29 C.F.R. Part 471, Appendix A to Subpart A.
- (j) Buyer and Supplier each represent that (i) they each have full power and authority to enter into and perform this Order, and (ii) the individuals executing this Order on behalf of each party have the full and complete authority to do so.