1. Acceptance of this Purchase/Work Order (hereinafter referred to as “the Order”) is made expressly conditioned upon Purchaser's full performance under the Order. If Purchaser breaches any term or condition contained herein, becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or related laws, becomes insolvent, or in any way whatsoever becomes subject to the exercise of control by another party, Purchaser shall be deemed to be in default hereunder and such default shall be deemed a material default hereunder. Upon completion of the Order, Supplier shall make no further use, either directly or indirectly, of any such specifications or information. All drawings, specifications, plans and formulas developed by Purchaser in connection with the services to be performed or the goods to be furnished by Purchaser shall be for hire, and Purchaser shall have title thereto.

10. Supplier shall keep confidential all specifications and proprietary information furnished by Purchaser in connection with the services to be performed or the goods to be furnished by Purchaser (excluding items purchased from Purchaser) and all non-public information (including existence and terms of the Order) and shall not divulge or use such specifications or information for the benefit of anyone other than Purchaser. Any such information furnished to Supplier becomes the property of Purchaser and the Supplier agrees to treat such information with the same care and confidentiality as the Supplier.Purchaser shall have the right to use such information for any purpose including, without limitation, enforcing compliance with the terms and conditions of the Order. All such information furnished to Purchaser by Supplier shall remain the property of Purchaser and the Supplier agrees to keep such information confidential and not to use such information for any purpose other than the performance of the Order.

11. Supplier shall have a reasonable time after delivery or performance within which to inspect any goods or services furnished by Purchaser and to reject any nonconforming goods or services, recover damages for any nonconforming goods or services, or to exercise any other remedies to which Purchaser may be entitled. Acceptance of any goods or services by Purchaser after breach of the terms and conditions of the Order by Supplier shall not waive any rights or remedies accruing to Purchaser as a result of such prior breach by Supplier.

12. In the event of Supplier’s failure to perform any of its obligations hereunder, Purchaser may, at its option, recover from Supplier its expenses, cancellation fees, foreign exchange losses, the Order price less market value differential at the point of delivery, reasonable attorneys’ fees, and any other actual, incidental, indirect, special, consequential, and exemplary damages. The laws of the State of Minnesota, and not the Convention on the International Sale of Goods, shall apply. Supplier shall be solely responsible for the handling, transportation and disposal of any and all materials, substances and chemicals Supplier or any subcontractor brings onto Purchaser’s premises or any part thereof. Supplier shall ensure that all Subcontractors and Suppliers (collectively “Suppliers”) in fact comply with the specifications and requirements of the Order. Supplier shall indemnify Purchaser for any claims, damages, demands, liabilities, losses, fines, penalties, costs and expenses, of whatsoever kind or character arising out of or in any way connected with the use of Purchaser-supplied equipment, tools, scaffolding and/or other materials.

13. Where applicable, Supplier shall comply with all requirements of the Fair Labor Standards Acts of 1938, as amended, in producing the goods or performing the services hereunder. Purchaser may at any time inspect and require Purchaser to produce such books and records as may be necessary, to expedite Supplier’s performance under the Order.

14. Any controversy or claim arising out of, or relating to the Order or the breach thereof, shall be settled by arbitration in accordance with the commercial rules (or in case of construction hereunder) of the American Arbitration Association. The award shall be final and binding and the arbitrator shall not be empowered to award punitive or exemplary damages. The laws of the State of Minnesota, and not the Convention on the International Sale of Goods, shall apply. Supplier shall be solely responsible for the handling, transportation and disposal of any and all materials, substances and chemicals Supplier or any subcontractor brings onto Purchaser’s premises or any part thereof. Supplier shall ensure that all Subcontractors and Suppliers (collectively “Suppliers”) in fact comply with the specifications and requirements of the Order. Supplier shall indemnify Purchaser for any claims, damages, demands, liabilities, losses, fines, penalties, costs and expenses, of whatsoever kind or character arising out of or in any way connected with the use of Purchaser-supplied equipment, tools, scaffolding and/or other materials.

15. Supplier shall be solely responsible for the construction methods and procedures and for coordinating all portions of the services, and shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for performance of the services hereunder. Supplier shall be solely responsible for coordinating all portions of the services, and shall provide and pay for all labor, materials, equipment, tools, scaffolding and/or other materials.