

PURCHASE ORDER TERMS AND CONDITIONS

1. **Formation of Contract.** These Terms and Conditions and our Company Code of Conduct constitute a complete statement of the agreement between Interstate Companies Inc, and its Subsidiaries; Interstate Power Systems, Inc., IState Truck, Inc., Interstate Bearing Systems, Inc., r Interstate Assembly Systems, Inc., each of which is a Minnesota corporation, and any and all of their respective affiliates (collectively, the “Buyer”) and the Seller, which shall not be supplemented or amended except as set forth by separate written agreement signed by both parties. The provisions contained in these Terms and Conditions of Sale are the exclusive terms and conditions of sale, not with standing delivery of any other documents from Seller containing additional or different terms, or conflicting oral representations by any agent of Seller. Buyer objects to any additional or different terms in Seller’s documents and such terms will not be binding upon Buyer and are void unless specifically agreed to by Buyer in writing. No modification, waiver, or discharge of these Terms and Conditions of Sale shall bind Buyer unless contained in writing signed by an authorized representative of Buyer. These Terms and Conditions are available at <https://www.istate.com/terms-conditions/>
2. **Confirmation.** The Purchase Order submitted by Buyer will be confirmed by Seller promptly upon receipt. If such order is not confirmed, the Buyer has the option to cancel the same at any time before receipt of the goods that are subject to the submitted order. Seller’s confirmation of such order shall be deemed to be Seller’s agreement to the price and delivery schedule set forth in such order. Acceptance of Buyer’s Purchase Order or performance of the same constitutes acceptance of these Terms and Conditions of Sale.
3. **Packaging.** Each package, carton, or container shall be labeled and contain an itemized packing slip detailing the purchase order number(s), part number(s), contents and weight, and shall be properly packaged for shipment. No charges shall be allowed for packing, crating, express, freight, or cartage unless so specified in the Purchase Order. MSDS DOCUMENTATION MUST ACCOMPANY ALL SHIPMENTS INVOLVING HAZARDOUS MATERIAL.
4. **Representations and Warranties.** Seller warrants that: (i) the products are new and unused, fit for the intended purpose and operate as intended, are free from defects in material, workmanship and design and will be merchantable; (ii) it will convey good title to the products purchased by the Buyer free and clear of all liens, encumbrances and security interests; (iii) the products purchased by the Buyer shall meet the applicable product specifications; (iv) any manufacturer warranty shall be passed directly to Buyer; and (v) products are warranted against defects in material or workmanship for a period of twelve (12) months from the date of delivery. The warranty provided under this Section 2 shall survive inspection, acceptance and payment.
5. **Inspection.** Products are subject to Buyer’s inspection, testing and approval. Buyer, at its option, may reject or refuse acceptance of products that do not meet the requirements of a purchase order, invoice or any applicable warranty. Products rejected or not accepted by Buyer shall be returned to Seller at Seller’s expense, and Seller agrees to refund to Buyer any payments (including shipping expenses and taxes) made by Buyer for such products. Acceptance of any product shall not relieve Seller from any of its obligations, representations or warranties provided hereunder.
6. **Prices; Payment Terms; Shipment.** Buyer shall pay the agreed upon price for the products. Payment is due Net Thirty (30) days from the date of the invoice or otherwise agreed upon in writing. The Seller will give the Buyer the benefit of any price reduction occurring before the specified delivery date or the actual delivery date, whichever is later. Seller shall be responsible for shipping and transportation fees, unless agreed upon otherwise in advance of shipment. Risk of loss and title to the products shall pass to Buyer upon receipt of the products. Invoices submitted to the Buyer must include the following information: (i) Seller’s name; (ii) ship to location; (iii) invoice number, date of invoice and date of shipment; (iv) purchase order number; (v) serial or other identification numbers for the products; (vi) quantity of products ordered and shipped. All invoices must be submitted to the Buyer’s Corporate Accounts Payable Department at APInvoices@istate.com or by regular mail to: Interstate Companies, Inc., 2901 East 78th Street, Minneapolis, MN 55425. Upon request by Buyer, Seller will provide a valid Certificate of Origin.
7. **Indemnification.** Seller shall indemnify, defend and hold harmless Buyer and its affiliates, directors, officers, employees and agents from all damages, claims, liabilities, death, injury, accident, property damage or other loss to person or property, and other losses and expenses arising out of or relating to (i) Seller’s acts or omissions, whether negligent, fraudulent or otherwise, or Seller’s willful misconduct; (ii) Seller’s breach of any term or condition set forth in these Terms and Conditions of Sale; (iii) product liability or defect with respect to the products; (iv) patent or trademark infringement; (v) Seller’s violation of any law, ordinance or regulation. This Section 5 shall survive termination, completion or expiration of the applicable purchase order.
8. **Compliance with Laws.** Seller represents and warrants that it will comply with all federal, state and local laws, rules and regulations pertaining to the sale of products and its performance of its obligations hereunder. Seller assumes all responsibility for shipment of the products. Seller shall also comply with all applicable labeling, transporting, licensing, permitting, approval and certificate requirements in the United States.
9. **Force Majeure.** If because of force majeure Seller is unable to carry out any of its obligations under this agreement and if Seller promptly notifies the Buyer in writing expressly claiming such force majeure, then the provisions of this Section 7 shall apply. The term “force majeure” as used herein shall mean any causes reasonably beyond the control and without fault or negligence of Seller which wholly or in substantial part prevent the manufacture, transportation, loading, unloading, delivery or storage of the products sold hereunder or prevents the performance of services. Examples, without limitation, of force majeure are acts of God, pandemics and epidemics, acts of the public enemy, acts of war, riot or civil commotion, accidents, fire, explosions, floods or other weather events. If force majeure notice is given under this Section 7, the obligations of Seller shall be suspended to the extent made necessary for such force majeure and during its continuance, if the obligations of Seller remain suspended hereunder for a period amounting to forty-five (45) consecutive days measured from the dates of performance and at any time thereafter, then either party may terminate the agreement without liability by giving fifteen (15) days’ notice to the other party. At the expiration of said fifteen (15) days, unless such condition shall have ended, the party giving such notice may terminate this agreement forthwith.

10. **Termination.** The Buyer may terminate performance under this order upon notice of Seller. Seller will terminate work or shipment upon receipt of such notice and notify the Buyer as to the quantities of applicable work and material on hand, or purchased prior to termination, and the most favorable disposition that Seller can make thereof. Quantities of such Goods and work shall not exceed those quantities covered under Buyer's written releases, unless otherwise agreed upon.
11. **Miscellaneous.** The purchase of products by Buyer shall be governed by and construed in accordance with the laws of the State of Minnesota (regardless of the laws that might be applicable under principles of conflicts of laws) as to all matters. Buyer and Seller irrevocably consent to the exclusive jurisdiction of the State and Federal courts having jurisdiction over Hennepin County, Minnesota, and the courts to which an appeal therefrom may be taken, for any matter relating to the sale of products to Buyer and waive any contention that any such court is an improper venue for such matters. The invalidity of any terms or provisions of this Agreement shall not affect the validity of the remaining terms or provisions, and these Terms and Conditions of Sale shall be construed as if such invalid terms or provisions had been omitted. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the purchase order without Buyer's prior written consent. The waiver by Buyer of any breach under these Terms and Conditions of Sale shall not be deemed to be a waiver of any subsequent breach of a like or different nature. The failure to enforce any provision of the Terms and Conditions of Sale shall not be deemed a waiver of such provision.

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