



Terms and Conditions

JT Packard Time & Materials Terms & Conditions Page 2

JT Packard Battery R&R Terms & Conditions..... Page 3

JT Packard Purchase Order Terms & Conditions (Service)... Page 4-7

Time & Materials Terms & Conditions

Acceptance of Terms: By submitting a purchase order or accepting a price quotation of Thomas & Betts Power Solutions, LLC d/b/a JT Packard ("JT Packard") for the products or services described therein, Customer accepts and is bound to these standard terms and conditions. No additional or differing terms or conditions proposed or delivered by Customer, whether proposed or delivered verbally, through writing, electronic communication, facsimile, or any other means, shall retroactively alter JT Packard's price quotation, service agreement or these terms and conditions in any way. This Agreement, including all of its terms and conditions, may only be amended in a writing signed by both parties.

Service Agreement: Unless covered by an existing JT Packard - herein known as JT Packard - maintenance agreement, JT Packard agrees to service the Equipment listed under "EQUIPMENT INFORMATION" per the Terms and Conditions set forth below (the "Agreement").

Acknowledgement: By signing this form, customer authorizes work to be performed, commits to payment for said work, and accepts the Terms & Conditions set forth herein.

Payment Terms: Payment terms are Net 30 after completion of the service work. Additional charges apply for invoices billed with extended payment terms. Late payments shall be subject to a late payment charge of 1.5% per month (18% per year) on any outstanding and delinquent balance.

Service: JT Packard shall, in accordance with services purchased and in accordance with generally accepted professional practices, furnish all necessary service, parts and materials to maintain/restore the Equipment to good working condition and repair. All JT Packard supplied parts, replaced by JT Packard, shall comply with the equipment manufacturer's published standards and/or specifications. JT Packard disclaims all warranties and guarantees, express or implied. See "LIMITATION ON EQUIPMENT AND SERVICES COVERED BY THIS AGREEMENT" below. The parties agree that this is a contract for services and is not subject to any Uniform Commercial Code. Similarly, JT Packard will not accept those terms and conditions offered by the Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein. Customer hereby grants JT Packard full and reasonable access to the Service Location at which the Equipment is located for the performance of these services. JT Packard shall not be liable for damages to the equipment if Customer authorizes service, operation, and/or modification of said equipment by another party whereby it results in a shut down, removal or alteration of the equipment by the other party. In the event of such an occurrence, JT Packard will invoice separate of this Agreement for costs incurred to return the equipment to industry standards, in accordance with JT Packard's then current time and materials rates, and JT Packard shall not be liable for future damages arising from the services performed by Customer-authorized third party.

Discontinuance of Parts: For those systems deemed obsolete by the manufacturer (systems typically greater than 15 years of age), JT Packard will continue to source replacement parts to the best of its ability. Should replacement parts for these obsolete systems not be available, JT Packard will notify customer of such and shall be owed for any service work and /or expenses performed/provided to that point.

Termination of Agreement: JT Packard shall have the right to terminate this Agreement at any time and for any reason. Customer has the right to cancel this contract with a 24 hour written notice. In the event of a cancellation, JT Packard will invoice customer for all worked performed prior to agreement cancellation, a cancellation penalty, any costs associated with special order items, and/or a 20% parts re-stocking fee, as applicable.

Limitation on Equipment and Services Covered by this Agreement: This Agreement, and JT Packard's obligations hereunder, covers only the equipment listed in the "EQUIPMENT INFORMATION" section. Any equipment not listed may be serviced by JT Packard at the Customer's request, or if deemed necessary by JT Packard, but all such work shall be billed to Customer at JT Packard's standard prevailing rates for such labor and materials, and Customer agrees to pay all such charges pursuant to the terms of this Agreement. This Agreement does not cover damages caused by misuse, negligence, accident, theft or unexplained loss, abuse, fire, flood, wind, lightning or other electrical surge, tornado, sandstorm, hail, explosion, earthquake, smoke, vandalism, terrorism, acts of God or public enemy, or improper wiring, installation, repair or alteration by anyone other than JT Packard. Misuse shall apply whereby the equipment is operated in a condition extending outside of the equipment manufacturer's recommended operating conditions or specifications, or exceeds the equipment's original design limits. Examples include, but are not limited to, phase-imbalanced conditions (more than 20%). Repairs required by any of the above excepted causes will be made by JT Packard at the standard prevailing rates for the necessary labor and materials shall be billed to the Customer, and Customer agrees to pay all such changes pursuant to the terms of this Agreement.

Insurance: JT Packard maintains insurance coverage and limits as it deems necessary. Upon Owners request, JT Packard (a) shall provide Owner with a Certificate of Liability Insurance, and (b) shall provide Owner with thirty (30) days advance notice of any cancellation or material change in coverage. If the Owner requires coverage or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Owner.

Limitation/Disclaimer of Liability: JT Packard shall not be liable for any indirect, incidental, special, or consequential damages, loss, or expense (including, but not limited to loss of use, revenue, data, or profit), directly or indirectly arising from the customer's use of, or inability to use, the Equipment either separately or in combination with other equipment, or for personal injury or loss or destruction of other property, or from any other cause. Customer will pay any Municipal, County, State or Federal sales, excise or other taxes which may be levied upon the service or materials provided pursuant to this Agreement. Customer shall indemnify JT Packard against and hold JT Packard harmless from any and all claims, actions, suits, proceeds, costs, expenses, damages and liabilities, including attorney's fees, claimed by any person, organization, association, or otherwise arising out of, or relating to the Equipment, use, possession, operation and/or condition, thereof, arising out of any event on or after the date of this Agreement.

Governing Law and Venue: This Agreement shall be governed by, and construed in accordance with, the law of the State of Wisconsin, and the venue of any court action initiated pursuant to this Agreement shall be the Circuit Court of Dane County, Wisconsin.

Legal Costs: In any legal proceedings instituted by JT Packard for the enforcement of the terms and provisions of this Agreement where JT Packard is the prevailing party, JT Packard shall be reimbursed by Customer for all of its reasonable costs, expenses and attorneys' fees.

Partial Invalidity: The terms and provisions of this Agreement shall be deemed separable. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to person(s) or circumstance(s) other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be enforceable to the fullest extent permitted by law.

Purchase Orders: Notwithstanding terms and conditions contained in the Customer's purchase order, the terms and conditions of this Agreement shall prevail.

Entire Agreement: THE TERMS OF THIS AGREEMENT REPRESENT THE COMPLETE AND ENTIRE AGREEMENT BETWEEN JT PACKARD AND CUSTOMER REGARDING THE MATTERS DESCRIBED HEREIN. NO VERBAL REPRESENTATION OF ANY SALESPERSON, AGENT, OFFICER, OR EMPLOYEE OF JT PACKARD SHALL OPERATE TO VARY THE WRITTEN TERMS HEREOF. ANY ALTERATIONS OR MODIFICATIONS MUST BE IN WRITING, REFERENCE THIS AGREEMENT, AND BE SIGNED BY BOTH PARTIES.

Waiver: A waiver of the strict performance of any term of this Agreement by JT Packard shall not be deemed waiver of any other provision of this Agreement.

Battery R&R Terms and Conditions

Acceptance of Terms By submitting a purchase order or accepting a price quotation of Thomas & Betts Power Solutions, LLC d/b/a JT Packard ("JT Packard") for the products or services described therein, Customer accepts and is bound to these standard terms and conditions. No additional or differing terms or conditions proposed or delivered by Customer, whether proposed or delivered verbally, through writing, electronic communication, facsimile, or any other means, shall retroactively alter JT Packard's price quotation, service agreement or these terms and conditions in any way. This Agreement, including all of its terms and conditions, may only be amended in a writing signed by both parties.

Payment Terms The fee to be paid by the Customer shall be the amount set forth in this proposal. JT Packard will invoice upon shipment/installation of the batteries. Payment terms are Net 30. Additional charges apply for contracts billed with extended payment terms. Late payments shall be subject to a late payment charge of 1.5% per month (18% per year) on any outstanding and delinquent balance. All quoted prices are in US Dollars.

Installation-Customer Responsibilities To assure a smooth installation the Customer shall:

- a. Permit or arrange for access to the Ship To location for JT Packard's installation and maintenance personnel.
- b. Provide suitable environmental conditions for the batteries; Temperature: 65-75F, Relative Humidity: 40%-60% (Non-Condensing). Conditions which exceed these parameters may nullify the warranty provided herein.
- c. Obtain any legal permits as may be required.

Warranties and Limitation on Warranties During the Warranty Period, JT Packard will repair or replace any battery that has malfunctioned, other than for product misuse. Warranty response time will be within one (1) working day of the receipt of notice from Customer requesting such service. Labor and freight charges associated with replacing a warranted battery are not covered under this agreement (such coverage is provided for JT Packard's full-service customers) and will be charged accordingly.

Limitation/Disclaimer of Liability JT PACKARD SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS, OR EXPENSE (INCLUDING, BUT NOT LIMITED TO LOSS OF USE, REVENUE, DATA, OR PROFIT), DIRECTLY OR INDIRECTLY ARISING FROM THE CUSTOMER'S USE OF, OR INABILITY TO USE, THE BATTERIES EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT, OR FOR PERSONAL INJURY OR LOSS OR DESTRUCTION OF OTHER PROPERTY, OR FROM ANY OTHER CAUSE. Customer hereby assumes and will bear the entire risk of direct and consequential loss or damage to batteries or any part thereof from the date of delivery to the Ship To location. Customer will pay any Municipal, County, State or Federal sales, excise or other taxes which may be levied upon the sales, transfer of ownership or installation of the batteries, or levied or assessed against the batteries or the ownership or use thereof. Customer shall indemnify JT Packard against and hold JT Packard harmless from any and all claims, actions, suits, proceeds, costs, expenses, damages and liabilities, including attorney's fees, claimed by any person, organization, association, or otherwise arising out of, or relating to the batteries, use, possession, operation and/or condition, thereof, arising out of any event on or after the date of delivery of the batteries to the Ship To location.

Additional Installation and Construction Charges JT Packard has estimated the cost of the batteries and the cost of installation of the batteries based upon a reasonable review and inspection of the Ship To location. However, should installation of the batteries require additional material, labor or construction, either: (i) not originally estimated because of hidden or unknown conditions, or (ii) which Customer may request or desire, or that may be necessary to accommodate the batteries or move or change any existing equipment, cable or both, Customer agrees to pay all the additional charges associated with the required material and work. JT Packard will make reasonable efforts to notify Customer if additional installation or related charges will be incurred, however, because the information may not be known by JT Packard until the actual installation is underway, lack of notification of Customer by JT Packard shall not alter Customer's obligation and agreement to pay all such additional charges. Additionally, Customer hereby agrees to pay any additional installation or related charges incurred by JT Packard which are related to any delay or stoppage of work caused by the Customer, or a requirement to use Union based labor for any portion of this agreement.

Insurance: JT Packard maintains insurance coverage and limits as it deems necessary. Upon Owners request, JT Packard (a) shall provide Owner with a Certificate of Liability Insurance, and (b) shall provide Owner with thirty (30) days advance notice of any cancellation or material change in coverage. If the Owner requires coverage or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Owner.

Training JT Packard will provide initial instruction and training (as deemed reasonably necessary by JT Packard) in the operation of the batteries to personnel and employees of the Customer (which Customer requests be trained) at the time of the installation. Any subsequent training or instruction which Customer may desire will be charged to Customer at JT Packard's then prevailing rate.

Cancellation of Agreement If Customer cancels this Agreement prior to JT Packard's shipment of the batteries, refuses to permit JT Packard to install the batteries, or notifies JT Packard after the execution of this Agreement of its refusal to accept such installation, Customer hereby agrees to pay JT Packard, a "Cancellation Fee" equal to all of the actual costs related to this Agreement incurred by JT Packard through the date of cancellation (including, but not limited to, restocking fees in the amount of twenty percent (20%) of the contract amount, freight charges, employee labor charges and any materials or equipment special ordered for Customer which cannot be returned).

Security Interest The sale or other disposition of any of the batteries prior to payment of the entire Purchase Price is prohibited. JT Packard shall be permitted to file appropriate UCC financing statements in order to preserve its interest in the batteries until the purchase price is paid in full.

More Than One Party As Customer If more than one (1) party is named as Customer in this Agreement, the liability of each shall be joint and several.

Miscellaneous

- a. Governing Law and Venue. This Agreement shall be governed by, and construed in accordance, with the law of the State of Wisconsin, and the venue of any court action initiated pursuant to this Agreement shall be the Circuit Court of Dane County, Wisconsin.
- b. Legal Costs. If JT Packard is the prevailing party in any legal proceedings instituted by JT Packard for the enforcement of the terms and provisions of this Agreement, JT Packard shall be awarded by Customer for all of its reasonable costs, expenses and attorneys fees.
- c. Partial Invalidity. The terms and provisions of this Agreement shall be deemed separable. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to person(s) or circumstance(s) other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be enforceable to the fullest extent permitted by law.
- d. Notices. All notices will be effective when received by the other party. Email is an acceptable method of giving notice if received by the person identified above.
- e. Purchase Orders. Notwithstanding terms and conditions contained in the Customer's purchase order, the terms and conditions of this Agreement shall prevail.
- f. Entire Agreement. THE TERMS OF THIS AGREEMENT REPRESENT THE COMPLETE AND ENTIRE AGREEMENT BETWEEN JT PACKARD AND CUSTOMER WITH RESPECT TO THE TRANSACTION DESCRIBED HEREIN. NO VERBAL REPRESENTATION OF ANY SALESPERSON, AGENT, OFFICER OR EMPLOYEE OF JT PACKARD SHALL OPERATE TO VARY THE WRITTEN TERMS HEREOF.
- g. Waiver. A waiver of the strict performance of any term of this Agreement by JT Packard shall not be deemed waiver of any other provision of this Agreement.

Thomas & Betts Power Solutions, LLC d/b/a JT Packard Purchase Order Terms and Conditions (Service)

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** This Purchase Order is Thomas & Betts Power Solutions, LLC d/b/a JT Packard's ("JT Packard") offer to Service Provider ("Seller"). At any time prior to its acceptance by Seller, JT Packard may revoke this Purchase Order by notifying Seller orally or in writing. Upon Seller's acceptance of this Purchase Order, either by verbal or written acknowledgement or Seller commences performance or performs any services specifically required by this Purchase Order, this Purchase Order (i) shall constitute a binding agreement between Seller and JT Packard, (ii) is expressly limited to the terms and conditions contained herein and none of Seller's terms and conditions in acknowledging or accepting this Purchase Order shall apply, (iii) may only be modified by a written agreement signed by duly authorized representatives of Seller and JT Packard and (iv) except as set forth on the face of this Purchase Order by JT Packard, any different or additional terms and conditions on any acknowledgement and/or other document provided by Seller to JT Packard are hereby rejected and shall have no force and effect whatsoever. If there is an existing service related Agreement currently in effect between the Parties hereto, the terms and conditions of that certain service related Agreement shall supersede the terms and conditions stated hereinafter and shall solely govern the terms and conditions of this Purchase Order.
2. **DESCRIPTION OF SERVICES.** Seller agrees to provide the Services using the highest professional standards and in a good and workmanlike manner to the satisfaction of JT Packard and JT Packard's customer. Further, in performing Services for JT Packard, Seller shall use its own means of transportation, tools, supplies and methods of operation necessary to perform the Services (observing all applicable laws and regulations). JT Packard shall direct all Services assigned to Seller, including but not limited to, the coordination of the schedule of such Services.
 - a. Seller must obtain prior written authorization from JT Packard for any changes in the scope of the Service and/or changes in excess of this JT Packard issued Purchase Order for such Services and whether or not any material effect on price result from the requested change. JT Packard shall not be obligated to compensate Seller for any unauthorized charges that do not have JT Packard's written authorization prior to the Service being completed.
 - b. Any additional repair recommendations must be communicated to JT Packard in the form of a written proposal itemizing the additional costs for JT Packard's review and consideration. Upon receipt of a new JT Packard issued Purchase Order, Seller shall perform the additional Service as stated in the new Purchase Order. Any deviation from this shall result in payment delays, penalties, or a complete forfeiture of payment for Service performed.
 - c. Seller shall warrant and guarantee the Service for not less than thirty (30) days against defects in labor and/or workmanship from the date of actual Service and against defects in parts for a period of ninety (90) from the date of installation during Service.
3. **PAYMENT.** JT Packard shall pay Seller within thirty (30) days of receipt of an acceptable invoice by JT Packard. Notwithstanding anything to the contrary, supporting documentation such as a completed Field Service Report (FSR) and/or any and all applicable completed equipment maintenance checklists must be received by JT Packard prior to JT Packard remitting payment to Seller for completed Service. Seller's invoice along with the aforesaid required documentation must be received by JT Packard within three (3) business days of the Seller completing the Service. Seller shall not place JT Packard on credit hold or deny continued Service in the event Seller has not been paid due to Seller not properly submitting the required supporting documentation to JT Packard. Upon termination of this Purchase Order, payments under this paragraph shall cease; provided, however, that Seller shall be entitled to payments for all service that is fully performed in accordance with the requirements of this Purchase Order prior to the date of the termination.
4. **TERMINATION.** This Purchase Order and/or any related Purchase Order issued hereunder, may be terminated by either party for any reason upon thirty (30) days written notice to the other party which shall specify the termination date. This Purchase Order may also be terminated by one party on account of a material breach by the other party which is not cured by the breaching party within ten (10) days of receipt of written notice of the breach. In the event of an uncured breach, the termination shall be effective immediately following ten (10) days from the breaching party's receipt of notice of the breach.
5. **EMPLOYMENT OF SUBCONTRACTOR(S).** Seller may, at Seller's own expense, employ such subcontractors as Seller deems necessary to perform the Service required of Seller by this Purchase Order. However, Seller covenants and agrees that it shall not subcontract any part of the Services hereunder without advance written approval of JT Packard. Seller shall remain liable for the performance of such subcontractor under this Purchase Order. Seller shall require its subcontractor to maintain insurance coverage as described herein and shall further require that Seller's subcontractor issue a certificate of insurance naming JT Packard as an additional insured. JT Packard shall not control, direct or supervise Seller's subcontractors or employees in the performance of Services.
6. **RELATIONSHIP OF PARTIES.** It is expressly understood by the parties that Seller is an independent contractor with respect to JT Packard, and not an employee of JT Packard.
7. **BENEFITS.** Seller is engaged as an independent contractor, JT Packard will not provide benefits, including health insurance benefits, or any other employee benefits, for the benefit of Seller or Seller's employees, agents or assistants.
8. **FEDERAL, STATE AND LOCAL PAYROLL TAXES.** Neither federal, state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by JT Packard on behalf of Seller or the employees of the Seller. Seller shall have sole responsibility for complying with all federal, state and local tax laws including, but not limited to, payment of all federal and state income taxes, sales taxes, social security taxes, unemployment taxes and SDI taxes.

1. **LICENSING AND SIMILAR REQUIREMENTS.** If licensing and other similar requirements are necessary in order to perform any of the Services to be performed hereunder, Seller shall have sole responsibility for compliance therewith. Seller will provide JT Packard with proof of such compliance before Services are rendered. Failure to do so will constitute a material breach of this Purchase Order.
2. **REGISTRATION.** The Seller is responsible for registering and filing reports with federal, state and local governments, if required by law or regulation, in connection with Seller's activities on behalf of JT Packard. The reports must be filed in an accurate and timely manner at Seller's expense. Seller will forward copies of all reports to JT Packard, immediately upon filing. Seller will provide all necessary information and assistance to JT Packard in a timely and accurate fashion to enable JT Packard to comply with its filing and registration obligations. Seller warrant that Seller has secured and will maintain all necessary licenses, certifications or registrations required by law.
3. **INDEMNIFICATION.** Seller shall indemnify and hold harmless JT Packard and JT Packard's customer(s) and each of their respective affiliates, officers, directors, shareholders, employees, representatives and agents from, and against, any and all claims, damages, liabilities, costs and/or expenses, including reasonable attorney's fees, that arise or are alleged to arise from the acts, omissions, negligence and/or willful misconduct of Seller or Seller's subcontractors in the performance (or non-performance) of the Services associated with this Purchase Order except to the extent caused by the gross negligence or willful misconduct of JT Packard. Seller's obligation to indemnify and hold harmless will survive the termination of this Purchase Order.
4. **INSURANCE.** At all times while performing the Services, Seller shall maintain, at its sole cost and expense the insurance set forth below and incorporated by reference herein, from insurance companies and in a form reasonably satisfactory to JT Packard with limits of liability not less than stated below. JT Packard shall have the right to inspect and review the policies in their entirety and shall be provided with copies upon request. Compliance by the Seller with the foregoing requirements shall not in any way relieve the Seller from any liability or diminish its obligations as stated herein. Prior to Seller's commencement of any Services, and without limiting Seller's duty to indemnify JT Packard, Seller shall maintain all insurance set forth below and any insurance and/or bonds required by law. Seller shall submit the Certificate(s) of Insurance acceptable to JT Packard evidencing the insurance requirements stated herein. JT Packard may terminate this Purchase Order and/or withhold payments to Seller until a Certificate of Insurance, evidencing the following insurance coverage is received by Seller:
 - (i) worker's compensation insurance as prescribed by the law of the state(s) in which Seller's Services under this Purchase Order shall be performed;
 - (ii) employer's liability insurance shall provide coverage with limits no less than:
 - \$1,000,000 Each Accident
 - \$1,000,000 Disease – Each Employee
 - \$1,000,000 Disease – Policy Limit
 - (iii) commercial general liability insurance (including, but not limited to, contractual liability insurance) on an occurrence basis. Insurance for liability shall provide coverage with limits no less than:
 - \$1,000,000 Each Occurrence Bodily Injury and Property Damage
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations
 - \$1,000,000 Personal and Advertising Injury
 - \$ 300,000 Fire Legal Liability
 - \$ 5,000 Medical
 - (iv) automobile liability insurance (covering all owned, hired, leased, borrowed and non-owned automobiles used in performance of the Seller's work) with combined single limit of at least \$1,000,000 each occurrence; and
 - (v) excess liability insurance with limits of not less than \$10,000,000 each occurrence and general aggregate, and
 - (vi) if JT Packard's customer requires higher limits, broader provisions, or other forms of insurance coverage, Seller shall comply with such requirements at Seller's own expense. Examples of other forms of insurance coverage that may be required are Fidelity, Pollution, and Professional Liability.

The said certificate shall contain a provision that coverage afforded under the policies will not be cancelled, non-renewed or reduced until at least thirty (30) days prior written notice has been given to JT Packard by mail. If any of such coverage is cancelled, non-renewed or reduced, Seller shall immediately and at its expense furnish JT Packard with a replacement insurance certificate that complies with the provisions this Purchase Order.

Seller shall ensure that its insurer(s) provide JT Packard new certificates, at least thirty (30) days prior to the expiration of any identified policy, evidencing the renewal of such policy or the issuance of a new replacement policy.

All such required insurance policies shall be issued by companies licensed or authorized to transact business in the states where the services are to be rendered and who hold a current rating of not less than "A vii", according to Best's Key Rating Guide, unless this requirement is expressly waived in writing by JT Packard.

Thomas & Betts Power Solutions, LLC, its affiliates and each of their respective directors, officers, and employees and Thomas & Betts Power Solutions, LLC's customer (and any beneficiaries as their interests may appear) as identified as per written contract shall be named as Additional Insured on all policies, except for worker's compensation and professional liability insurance. All policies shall contain a Waiver of Subrogation in

favor of the Additional Insured's. Coverage shall be primary and non-contributory on all liability policies. The Certificate must have the following endorsements attached: additional insured (CG 2010 11/85 or its equivalent).

The Seller shall furnish satisfactory evidence that its subcontractors have purchased said insurance by causing a certificate of insurance to be furnished to JT Packard prior to the subcontractor commencing with any Services.

Compliance by the Seller with the foregoing requirements shall not in any way relieve the Seller from any liability or diminish its obligations as stated herein.

Within twenty-four (24) hours of all accidents or occurrences resulting in injury to the Seller's employees or third parties or damage to property of another, the Seller shall submit a written report to JT Packard. When requested by JT Packard, the Seller shall furnish a copy of any reports prepared for submission to the Seller's insurance JT Packard.

Certificate of Insurance shall name Thomas & Betts Power Solutions, LLC d/b/a JT Packard as Certificate Holder. Additional Certificate Holders shall be identified as required.

Thomas & Betts Power Solutions, LLC d/b/a JT Packard
275 Investment Court
Verona, WI 53593

1. **CONFIDENTIAL INFORMATION.** In connection with the performance of this Purchase Order, it may be necessary for JT Packard and Seller to disclose to each other some "Confidential Information." The term "Confidential Information" means proprietary techniques and confidential information that JT Packard and Seller have or will develop, compile or own or that JT Packard and Seller receive under conditions of confidentiality. Such information includes but is not limited to customer lists and related customer information, marketing plans, business plans, training techniques and manuals, strategies, forecasts, unpublished financial information, budgets, projections, inventions, discoveries, improvements and related information. JT Packard and Seller hereby agree that they shall use such Confidential Information solely in connection with their performance pursuant to the terms of this Purchase Order and for no other purpose. Moreover, JT Packard and Seller shall not disclose to any third party any Confidential Information each receives from the other party, other than as absolutely necessary in connection with the performance of this Purchase Order. These obligations undertaken by JT Packard and Seller shall continue during the term of this Purchase Order and thereafter for as long as the Confidential Information remains confidential.
2. **NO COMPETITION** During the term of this Purchase Order, and for a period of one (1) year after its expiration or termination, in order to maintain and preserve an excellent working relationship with JT Packard, Seller shall not directly or indirectly, on Seller's own behalf or on behalf of any third party, solicit, call, entice, induce or in any other way encourage any Customer to: (i) terminate or diminish its relationship or business activities with JT Packard; (ii) seek to persuade any Customer of JT Packard to conduct any business or activity with a third party that such Customer is contemplating conducting with JT Packard; or (iii) otherwise interfere with JT Packard's relationship with any of its Customers. Customer means any end-user of Equipment existing during the term of this Purchase Order whereas JT Packard is identified as the current incumbent to provide maintenance, remedial, or related services for uninterruptible power supply equipment. Any solicitations initiated prior to the date of the execution of this Purchase Order shall not be deemed breach of this non-competition clause.
3. **NON-SOLICITATION.** During the term of this Purchase Order and for a period of one (1) year after its expiration or termination, neither party will directly or indirectly, solicit for employment by itself (or any of its affiliates) any employee of the other party (or any of its affiliates), without such other party's prior written consent. The actual damages attributable to a breach of the provisions of this paragraph would be difficult to determine and prove. Accordingly, the parties agree that if either party breaches this paragraph, the other party will promptly pay the non-breaching party liquidated damages in an amount equal to the employee's annual salary (including bonuses and incentive compensation) prior to the breach, such sum being a reasonable measure of the damages reasonably anticipated by the parties.
4. **REMEDIES.** The parties agree that the parties will be damaged by a violation of Sections 13 and 14 above and that the amount of such damage may be difficult to measure. Each party agrees that if the other party commits or threatens to commit a breach of any of the covenants and agreements contained in Sections 13 and 14 then the non-breaching party shall have the right to seek and obtain all appropriate injunctive and other equitable remedies, without posting bond therefore except as required by law, in addition to any other rights and remedies that may be available at law, it being acknowledged and agreed that any such breach would cause irreparable injury to the non-breaching party and that money damages alone would not provide an adequate remedy.
5. **ENFORCEMENT.** If at the time of enforcement of Section 14 above, a Court shall hold that the duration, scope, area or activity restrictions stated hereunder are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope, area or restrictions reasonable and enforceable under such circumstances shall be substituted for the stated duration, scope, area or activity restrictions.
6. **JURISDICTION AND VENUE.** The parties consent to jurisdiction in Wisconsin. Venue for the resolution of any dispute that arises under or relates to this Purchase Order shall be exclusively in the state or federal courts located in Dane County, Wisconsin and the parties expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere, including but not limited to, the right to contest the jurisdiction or venue on the basis of inconvenience of forum.
7. **ATTORNEYS' FEES.** In the event any litigation, arbitration or other proceeding is instituted by which one party either seeks to enforce its rights under this Purchase Order or seeks a declaration of any rights or obligations under this Purchase Order, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action.

1. **SEVERABILITY.** If any provision of this Purchase Order shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Purchase Order is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
2. **WAIVER.** The failure of either party to enforce any provision of this Purchase Order shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with any other provision of this Purchase Order.
3. **NOTICES.** All notices required or permitted under this Purchase Order shall be in writing and shall be deemed delivered when (1) delivered in person or (2) sent by facsimile and deposited in the United States mail, postage prepaid, addressed as follows: Thomas & Betts Power Solutions, LLC d/b/a JT Packard, Attn: Legal, 275 Investment Court, Verona, WI 53593. Such address may be changed from time to time.
4. **ENTIRE AGREEMENT.** THIS PURCHASE ORDER AND ANY EXHIBITS ATTACHED HERETO, CONSTITUTE THE FINAL, COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS BETWEEN JT PACKARD AND SELLER PERTAINING TO THE SUBJECT MATTER OF THIS PURCHASE ORDER AND SHALL PREVAIL UNLESS OTHERWISE EXPRESSLY NOTED IN WRITING AND SIGNED BY BUYER. NO PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, NOR IS ANY PARTY RELYING ON, ANY REPRESENTATION OR WARRANTY OUTSIDE THOSE EXPRESSLY SET FORTH IN THIS PURCHASE ORDER. NO VERBAL REPRESENTATION OF ANY SALESPERSON, AGENT, OFFICER, OR EMPLOYEE OF EITHER PARTY SHALL OPERATE TO VARY THE WRITTEN TERMS HEREOF. ANY ALTERATIONS OR MODIFICATIONS MUST BE IN WRITING, REFERENCE THIS PURCHASE ORDER, AND BE SIGNED BY BOTH PARTIES DULY AUTHORIZED REPRESENTATIVES.

(rev 03/03/10)