

**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.

9. **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.

10. **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 warrants that Seller has secured and will maintain all necessary licenses, certifications or registrations required by law.

11. **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.

12. **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 of 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

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

20. **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.
21. **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.
22. **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.
23. **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)