

TERMS AND CONDITIONS TO THE PURCHASE ORDER

1. PARTIES

This Purchase Order for goods, materials or services, as the case may be, between One Power Company f/k/a One Energy Enterprises Inc. ("Buyer") and the Vendor, is the exclusive contract between the parties, and all prior representations or agreements whether written or oral, not incorporated herein, are superseded. The following terms are incorporated into and made a part of this Purchase Order. **Vendor assents to the terms of this Purchase Order by either providing an authorized signature or by performing any part of the work covered by this Purchase Order.**

2. COSTS

In determining costs and expenses due and owing to Buyer under this Purchase Order for any default, failure, or neglect of Vendor, such costs shall include (a) the direct costs to the Buyer of re-purchasing; (b) any related costs and expenses incurred by the Buyer as the result of adjusting its work to accommodate any default of Vendor, including supervision, overhead and profit; and (c) any costs or penalties imposed by the Owner upon the Buyer for the Vendor's failure to perform its obligations under this Purchase Order, all of which together are referred to as "Costs" in this Purchase Order.

3. INSPECTION AND ACCEPTANCE

The Vendor shall inspect all goods and materials prior to shipment to the Buyer or job site. All goods and materials covered by this Order may be inspected and tested by Buyer or its designee. If the Buyer so elects to inspect or test, successful completion of such inspection and testing shall be a prerequisite to the Buyer's acceptance of the goods, materials or services. No inspection test, approval or acceptance of goods, materials or services shall relieve the Vendor from responsibility for defects or other failures to meet the requirements of this Purchase Order.

4. PURCHASE PRICE

The purchase price is the price set forth in the Purchase Order, less any discounts offered by the Vendor and accepted by the Buyer. The price includes all charges related to the goods, materials or services, including without limitation, the price of the goods, materials or services, sales, use or other taxes, shipping, freight, and delivery charges.

5. DELIVERY

The Purchase Order price includes delivery and unloading of all goods or materials to designated areas of the jobsite. Vendor will properly place the goods or materials as directed by the Buyer or its designee, without damage to the goods or materials, adjacent work in place or anything else.

6. PAYMENT

Buyer will pay Vendor the portion of the purchase price for all goods or materials that are accepted, within thirty (30) calendar days after the delivery of the accepted goods or materials to the designated area of the jobsite.

7. WARRANTIES

The Vendor warrants that any goods, materials or services supplied hereunder shall conform to the generally recognized quality, manufacturing and safety standards of the Vendor's industry in the United States and shall meet or exceed the Vendor's specifications on performance as detailed in the Vendor's brochures, sales literature and other specifications as may be available to the Buyer.

In addition to any other express or implied warranties, the Vendor warrants that the goods, materials or services furnished pursuant to this Purchase Order will be: (a) free from defects in title, workmanship and material; (b) free from defects in design except to the extent that such items comply with any detailed designs provided by the Buyer; (c) of merchantable quality and suitable for the purposes for which the goods, materials or services are intended.

If any goods, materials or services covered by this Purchase Order are found not to be as warranted, the Buyer may, by written notice to the Vendor: (a) rescind this Purchase Order as to such non-conforming goods, materials or services; (b) accept such goods, materials or services at an equitable reduction in price; (c) reject such non-conforming goods, materials or services and require the delivery or performance of suitable replacements. If the Vendor fails to deliver/perform suitable replacements promptly, the Buyer, with reasonable notice, may replace or correct such goods, materials or services and charge the Vendor the additional cost occasioned the Buyer thereby, or terminate this Order for default. Any items corrected or furnished in replacement are subject to all the provisions of this article entitled WARRANTIES to the same extent as items initially furnished or originally ordered. Cost of replacement, rework, inspection, repackaging and transportation of such corrected goods, materials or services shall be at the Vendor's expense.

This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this Purchase Order and such warranties shall run to the Buyer, its successors, assigns, employees, and users of the goods, materials or services. Nothing herein, however, shall limit the Buyer's rights in law or equity for damages resulting from delivery of defective goods, materials or services or damage caused during the delivery of goods/materials or provision of services. Rights granted to the Buyer in this article entitled WARRANTIES are in addition to any other rights or remedies provided elsewhere in this Purchase Order or applicable laws and regulations.

TERMS AND CONDITIONS TO THE PURCHASE ORDER

8. SERVICE

During the warranty period, Vendor, without charge to Buyer, (a) will repair or replace any of the goods, materials or services which were not as warranted, or do not fully conform to the requirements of the Purchase Order, (b) will repair or replace any goods, materials or services, or part thereof of the jobsite, that is damaged or destroyed because any part of the goods, materials or services was not as warranted, or did not conform to the Purchase Order, (c) will repair or replace adjacent work damaged or adversely affected by the repair or replacement of warranted work, and (d) will repair or replace any goods, material and/or equipment that fails to function properly, except when such failure is caused by abuse or improper operation by Buyer, or others under the control of either of them, or by acts of God. Vendor will perform all repairs and/or replacements promptly upon receipt of a request from Buyer. Vendor's obligations under this paragraph are in addition to its other obligations under the terms of this Purchase Order.

9. INDEMNIFICATION/INSURANCE

Vendor will indemnify and hold Buyer and Buyer's affiliates and their members, managers, officers, directors and employees harmless from all claims, costs, losses, damages, proceedings, judgments, liabilities, and expenses, including without limitation, reasonable attorney fees that result from, or are related to, the breach or claimed breach of any of Vendor's warranties, the goods, materials or services being defective or claimed to be defective, the goods or materials being negligently designed or manufactured or claimed to have been negligently designed or manufactured, or the failure or claimed failure of Vendor to perform any of its obligations under the terms of the Purchase Order, including but not limited to timely delivery of the goods, materials or services that are the subject of this Purchase Order, except when such claims, costs, proceedings, judgments, liabilities, and expenses result solely and proximately from (a) Buyer's negligence or (b) Buyer's breach of a statutory or legal duty.

Vendor, while performing its obligations hereunder and at least sixty (60) days thereafter, shall have in place the types and minimum limits of insurance below:

Comprehensive general liability insurance on an "occurrence" basis, with a coverage limit of \$ 2,000,000 per occurrence.

Automobile liability insurance, including coverage for owned, non-owned and hired automobiles for both bodily injury and property damage with limits of US\$ 1,000,000 per occurrence with respect to bodily injury, property damage or death

10. TIME IS OF THE ESSENCE.

Time is of the essence for the performance of this Purchase Order. Whenever any event shall occur or has the potential to

occur, such as a labor dispute, which has the potential to delay the timely performance of this Purchase Order, Vendor shall immediately notify Buyer of the problem and provide all relevant information concerning the problem.

11. INTELLECTUAL PROPERTY

Regardless of inventorship, as between the parties, Buyer shall own all right, title, and interest in and to any intellectual property developed solely by Vendor, or jointly by Vendor and Buyer, in connection with the goods and/or services subject to the Purchase Order. Each of Vendor and Buyer shall retain ownership of its own intellectual property owned by the respective party before initiation of such purchase of goods and/or services by Buyer from Vendor, and nothing in the Purchase Order or its incorporated terms shall create a license or other interest for either Vendor or Buyer in intellectual property owned by the respective party before initiation of such purchase of goods and/or services by Buyer from Vendor.

12. MISCELLANEOUS PROVISIONS

12.1 Jurisdiction. This Purchase Order shall be governed by the laws of the State of Ohio without giving effect to its choice of law principles. The parties irrevocably submit to the jurisdiction of the United States District Court for the Northern District of Ohio and the Court of Common Pleas for Hancock County, Ohio for any dispute arising out of or relating to the Purchase Order or these Terms and Conditions; and each party irrevocably waives, to the fullest extent permitted by applicable law, any objection regarding the venue of any such dispute.

12.2 Assignment. Vendor may not assign its interest in this Purchase Order.

12.3 Modification/Partial Invalidity. No amendments or modifications of the Purchase Order or these Terms and Conditions shall be valid unless evidenced in writing and signed by a duly authorized representative of the party against which enforcement is sought. If any provision of the Purchase Order or these Terms and Conditions shall be held void, voidable, invalid, or inoperative, no other provision shall be affected as a result thereof, and, accordingly, the remaining provisions of the Purchase Order and these Terms and Conditions shall remain in full force and effect as though such void, voidable, invalid, or inoperative provision had not been contained herein. To the extent that any provision is held void, voidable, invalid, or inoperative, the parties shall negotiate an equitable adjustment to the documents with a view toward effecting the purpose of the Purchase Order and these Terms and Conditions, and the validity and enforceability of the remaining provisions, shall not be affected thereby.

12.4 Safety. Vendor shall perform all of its obligations under this Purchase Order in a safe manner in compliance with all

TERMS AND CONDITIONS TO THE PURCHASE ORDER

applicable local, state, and federal laws, regulations, and standards pertaining to safety. In the event Vendor is notified of a safety concern, the Vendor shall promptly address said safety concern.

12.5 Lien Waivers. If and when requested by Buyer, Vendor shall promptly provide affidavits that all of Vendor's suppliers have been paid, and a release of all liens either by Vendor or Vendor's suppliers and claims in a form reasonably acceptable to Buyer. Such releases or waivers of lien may be conditioned upon payment.