

**REVERE ELECTRIC SUPPLY CO.
TERMS AND CONDITIONS**

These Terms and Conditions and the invoice(s) and other documents to which they relate, together form this agreement ("Agreement") by and between REVERE ELECTRIC SUPPLY CO., an Illinois corporation, having an address at 8807 187th Street, Mokena, Illinois 60448 and the customer identified as the purchaser in such invoices(s) (the "Customer") who desires to purchase product(s) and/or services (collectively "Products") from Revere, its subsidiaries or affiliates (collectively "Revere") as are more fully described in the invoices and other documents to which they relate and to which these Terms and Conditions are incorporated by reference.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Revere and Customer agree as follows:

1. IMPORTANT INFORMATION – PLEASE READ CAREFULLY. THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL, DIFFERENT OR CONFLICTING TERMS OR CONDITIONS IN ANY FORM DELIVERED BY CUSTOMER TO REVERE AT ANY TIME ARE DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION THERETO IS HEREBY GIVEN. BY ACCEPTING DELIVERY OF THE PRODUCTS IDENTIFIED ON THE INVOICE(S), OR OTHER DOCUMENTATION FROM REVERE, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS.

2. Complete Contract. This Agreement contains the entire agreement and understanding of the parties with respect to the matters referred to herein and supersedes and replaces in its entirety any and all prior communications, agreements, understandings, either oral, written or implied, if any, between the parties. This Agreement may not be modified unless agreed to and approved by Revere in writing.

3. Products. Revere will provide Products to Customer and will bill Customer for such Products, and Customer shall pay Revere for the Products in accordance with Section 5 herein. The terms "Product" or "Products" as used in this Agreement shall include goods and/or services as more fully described in the invoices and other documentation provided by Revere.

4. Prices and Taxes. Revere reserves the right to make adjustments to pricing unless otherwise set forth in the invoices and other documentation provided by Revere. All prices are exclusive of any sales, use, revenue, excise, value added or similar taxes and duties and all taxes and duties will be separately billed by Revere to Customer and shall be paid by the Customer in accordance with Section 5 herein unless and to the extent a proper tax exemption certificate is provided in advance to Revere by Customer. Customer will pay for and will indemnify and hold Revere, its subsidiaries and affiliates harmless from any such applicable taxes and duties and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees) imposed on or associated with Products purchased pursuant to this Agreement.

5. Payment. Each invoice issued to Customer by Revere shall be due and payable per the terms listed on the invoice. If payment is not made when due, Customer agrees to pay a charge on the amount past due at the rate of 1.5% per month (18% per year) or the maximum lawful rate, whichever is less. In the event of non-payment, Customer agrees to pay all of Revere's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees, incurred by Revere to collect payment and interest charges or to otherwise enforce the terms of this Agreement. If Customer's account becomes delinquent, Customer's account with Revere may be suspended and Revere may require full or partial payment prior to shipment.

6. Risk of Loss. Title to all Products shipped in accordance with and governed by the terms of this Agreement and the risk of loss or damage during shipment passes from Revere to Customer upon delivery to the carrier at the F.O.B. point of origin. Notwithstanding the foregoing, title to software purchased from Revere will remain with the applicable licensor and Customer's rights therein are contained in the license agreement between Customer and such licensor.

7. Delivery. Shipping dates given in advance of shipment are approximate and not guaranteed by Revere.

8. Claims. Within ten (10) business days after receipt by Customer of Products sold by Revere, Customer must give written notice to Revere of any claim based on the condition, quality, or grade of Products sold, or of any claimed defect or nonconformance with Customer's specifications. Failure to so notify Revere shall be deemed an unqualified waiver of any right to return Products.

9. **Returned Goods and Restocking Charges.** Revere allows customer returns based on the policies of the original product manufacturer. Customer must request in writing and obtain a written "Returned Goods Authorization" from Revere, before returning any Products sold pursuant to this Agreement. A restocking charge will be assessed on all returned Products. Credit for the return of specialty non-stock items will be in accordance with the terms of the manufacturer or supplier, and may bear additional restocking charges. All returned Products must be returned to Revere no later than sixty (60) days after the date of shipment of such Products at Customer's expense. No credit will be allowed for Products returned without a written "Returned Goods Authorization".

10. **Cancellation of Orders.** Customer may cancel an order for standard Products prior to thirty (30) days before shipment by providing written notice to Revere of cancellation and paying a cancellation and restocking charge. Special order Products may only be cancelled with the written consent of the manufacturer thereof and Revere.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois, including the Illinois Uniform Commercial Code, without regard to conflict of law rules. The United Nations Contract on the International Sale of Goods shall not apply to this Agreement.

12. **Term and Termination.**

12.1. This Agreement shall continue until terminated pursuant to the terms of this Agreement. In the event of a breach by one party of a material obligation under this Agreement, the other party shall be entitled to give the party in breach written notice describing the breach in detail. If such breach or default is not fully remedied within thirty (30) days after the date of delivery of such notice, the notifying party shall be entitled to, in addition to all other remedies available to such party, terminate this Agreement by a written notice to the breaching or defaulting party.

12.2. The provisions of Section 15 ("Confidential Information") of this Agreement are essential terms and shall survive the termination or expiration of this Agreement and but for those obligations, neither Revere nor Customer would enter into this Agreement. In the event of breach of any obligations of Section 15, the non-breaching party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek injunctive relief to restrain any breach or threatened breach or to otherwise specifically enforce the covenants set forth in Section 15 without giving notice or any opportunity to cure the breach. Upon termination of this Agreement by either party, each party shall, at their respective expense (i) return to each party all of the other party's Confidential Information and other materials belonging to the other party in its possession or control, and

(ii) delete from its servers and hard drives any electronic files containing the other party's Confidential Information, materials and processes and shall so advise the other party of such action, in writing.

13. **Warranties.** Customer understands that Revere is not the manufacturer of the Products purchased by Customer from Revere and that the only warranties offered are those of the manufacturer, not Revere or its affiliates. Revere will use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty or practice, the repair or replacement of Products that may prove defective in material or workmanship. **THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND MADE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED. REVERE DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH PRODUCTS IT SELLS.**

14. **Limitation of Liability.** In the event of any liability incurred by Revere or any of its affiliates, the entire liability of Revere and its affiliates for damages from any cause whatsoever will not exceed the net purchase prices of any such Product giving rise to the claim, or to the repair or replacement of such Product. Revere, its affiliates and its suppliers, will under no circumstances be liable for any special, incidental, indirect, consequential, punitive damages, including, but not limited to back charges, labor costs, costs of removal, testing or installation, loss of efficiency, lost profits or any other revenues, loss of the use of the Product or any related or associated Product, damage to associated products, lateness or delay in delivery, downtime, or claims from Customer or other parties.

15. **Confidential Information.**

15.1. "Revere Confidential Information" includes any and all information Revere discloses or provides to Customer in connection with this Agreement, Products sold by Revere to Customer pursuant to this Agreement, or that are otherwise acquired by Customer from Revere, including without limitation, materials, methods, processes, techniques, facilitator guides, or other information in any form now known or later developed; provided (i) such information has been marked or made known as confidential or proprietary, or (ii) due to its character and nature, a reasonable person under like circumstances would treat such information as confidential.

15.2. "Customer Confidential Information" includes any and all information Customer discloses or provides to Revere in connection with this Agreement or that is otherwise received by Revere from Customer. Customer Confidential Information disclosed or provided in writing shall be marked by the Customer as Confidential or proprietary or if verbal or otherwise shall be made known by the Customer to Revere that it considers such information to be confidential.

15.3. Revere Confidential Information and Customer Confidential Information shall not include information which either Revere or Customer, as the case may be, can reasonably demonstrate by written records (i) was already known to the other at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the other or others similarly obligated to Revere or Customer; or (iii) was independently developed by the other without the benefit of other's Confidential Information.

15.4. Customer will hold all Revere Confidential Information in confidence and will not disclose the Revere Confidential Information to any third party. Customer will protect such Revere Confidential Information at all times in the same manner as Customer protects the confidentiality of its own proprietary and confidential materials but in no event with less than a reasonable standard of care. Customer will not use such Revere Confidential Information commercially for its own benefit or for the benefit of others. Customer may comply with a court order compelling production of Revere Confidential Information, but Customer must give Revere prompt prior notice and use reasonable efforts to obtain a protective order or other reliable assurance that the Revere Confidential Information will be given confidential protection. Upon request by Revere, or immediately upon termination of this Agreement, Customer will deliver to Revere all Revere Confidential Information and all copies thereof (and all other property obtained from or through Revere). Customer's obligation hereunder shall survive termination or expiration of this Agreement.

15.5. Revere will hold all Customer Confidential Information in confidence and will not disclose the Customer Confidential Information to any third party. Revere will protect such Customer Confidential Information at all times in the same manner as Revere protects the confidentiality of its own proprietary and confidential materials but in no event with less than a reasonable standard of care. Revere will not use such Customer Confidential Information commercially for its own benefit or for the benefit of others. Revere may comply with a court order compelling production of Customer Confidential Information, but Revere must give Customer prompt prior notice and use reasonable efforts to obtain a protective order or other reliable assurance that the Customer Confidential Information will be given confidential protection. Upon request by Customer, or immediately upon termination of this Agreement, Revere will deliver to Customer all Customer Confidential Information and all copies thereof (and all other property obtained from or through Customer). Revere's obligation hereunder shall survive termination or expiration of this Agreement.

16. **Indemnification.** Customer agrees to defend, indemnify and hold harmless Revere, its affiliates, officers, directors, members, employees, agents, successors and assigns, from and against any damages, claims, losses, costs, obligations and liabilities (including without limitation reasonable attorneys' fees and costs) arising out of any claim relating to Customer's breach of this Agreement; (ii) unauthorized use or misuse of the Revere Confidential Information; or (iii) any unauthorized use or misuse of licenses provided as part of Third Party Services as hereinafter defined.

17. Third Party Services/Licenses.

17.1. Customer may order services or software licenses (collectively "Services") from or through Revere from time to time. Services, including, but not limited to, extended warranty service by manufacturers and software licenses, are sold by Revere as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party shall be the party responsible for providing the services to Customer, and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer hereby releases Revere and its affiliates from any and all claims arising from or relating to the purchase or provision of any such Third Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Revere will be collected solely in the capacity as an independent sales agent.

17.2. Where Products are ordered, including Services, which may include but are not limited to, consulting, systems integration, network design, support and infrastructure cabling, such services shall be defined in a separate Statement of Work ("SOW"). Each SOW incorporates the terms and conditions of this Agreement and constitutes a single agreement with respect to the Services to be performed. In the event of an addition to or a conflict between any term or condition of the SOW and these Terms and Conditions, the terms and conditions set forth herein shall control, except as expressly amended in the applicable SOW by specific reference to their Terms and Conditions and the provision so amended. Each such amendment will be applicable only with respect to such SOW and not to any future SOW. Changes to the scope of the Services described in a SOW will be made only in writing executed by the authorized representatives of both parties. Revere shall have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in a writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable SOW.

17.3. Revere reserves the right to engage 3rd party subcontractors to provide technical support in connection with Services ordered in a SOW between Revere and Customer.

17.4. Each SOW may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original agreement.

17.5. Unless specified in a writing signed by both parties, all licenses provided as part of the Third Party Services are strictly governed by the terms of the licensor thereof, and Customer shall comply with the terms of any such license.

18. **Ethical and Legal Compliance.** Customer shall comply with ethical business practice common to the industry in which it is engaged and the place(s) where it conducts business and all applicable laws, ordinances and regulations, including, without limitation those relating to "Foreign Corrupt Practices", "Export Administration Regulations" and generally related to the conduct of its business and shall protect, indemnify, defend and hold Revere, its officers, directors, employees, and agents, and those of its affiliates harmless from any and all claims, fines, penalties or other consequences of Customer's non-compliance with any of the foregoing.

19. **WAIVER OF TRIAL BY JURY. REVERE AND CUSTOMER WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE BETWEEN THE PARTIES.**

20. **Assignment.** This Agreement shall be binding on the parties and their respective successors and assigns. Customer shall not have the right to assign this Agreement without the prior written consent of Revere, which shall not be unreasonably withheld or delayed.

21. **Force Majeure.** The obligations of the parties under this Agreement shall be suspended, to the extent a party is hindered or prevented from complying therewith because of labor disturbances (strikes or lockouts), acts of war, acts of terrorism, vandalism or other aggression, acts of God, fires, floods, storms, accidents, governmental regulations, or any other cause whatsoever beyond a party's control, so long as that party provides prompt, written notice describing the condition and takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed. In the event that either party declares a condition of suspended performance, Revere may impose temporary surcharges due to sudden increases in Revere's costs for obtaining Products, transportation, fuel or materials. Such surcharges will be added to the purchase price to be paid by Customer.

22. **Intellectual Property Rights.** All Intellectual Property Rights of the parties hereto existing prior to the date of the Agreement ("Effective Date") shall belong to the party that owned such rights immediately prior to the Effective Date. Neither party shall gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or Intellectual Property Rights owned by the other. Revere shall own all Intellectual Property Rights, title and interest pertaining to all intellectual property developed by Revere for the purposes of this Agreement. However, Revere hereby grants Customer a non-exclusive, non-transferable license to use the materials developed by Revere for purposes of this Agreement, solely in conjunction with the Services performed by Revere, all documentation and application software created by Revere, as specified in the SOW. Customer acknowledges that information, software and documentation created by Revere in the course of delivering Services which relate to Revere's internal processes and procedures for delivery of services in general may be used by Revere and its affiliated companies to facilitate delivery of similar Services to other customers. Nothing herein shall be construed so as to prevent either party or its affiliated companies from using data processing techniques, ideas, and other know-how gained during the performance of this Agreement in the furtherance of its business, to the extent that this does not result in disclosure of Confidential Information or unauthorized use of any Intellectual Property Right of the other party.

23. **Severability.** If, but only to the extent that, any provision of this Agreement is declared or found to be illegal, unenforceable or void by a court of competent jurisdiction then both parties shall be relieved of all obligations arising under such provision, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent. If that is not possible, another provision that is legal and enforceable and achieves the same objective shall be substituted. If the remainder of this Agreement is not affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

24. **Electronic Signatures.** Signatures in electronic form by e-mail, facsimile or other electronic means shall be treated in all manner and respects as original signatures.

25. **Non-Restrictive Relationship.** Except as otherwise stated herein, nothing in this Agreement shall preclude either party from entering into similar agreements with other parties or independently developing, acquiring, marketing, promoting, selling, and distributing similar or other products or services to other parties.