

UNIFORM TERMS AND CONDITIONS

1. Metallic Building Systems, a division of NCI Group, Inc. ("Seller" or "Manufacturer") provides the following terms and conditions ("T&C") to apply to this Purchase Order ("PO") for Seller's line of metal building products, goods and/or materials (sometimes referred to as "Metal Building System"). The following T&C will apply without exception to this PO and any and all sales by Seller to the customer named herein ("Buyer"). By its execution and/or acceptance of this PO, Buyer unconditionally and irrevocably accepts these T&C which shall not be waived, modified or amended without the express written consent of Seller's President or Executive Vice-President. Terms and conditions contained within any other document or agreement issued by Buyer, whether conflicting with the T&C hereof or not, shall be of no force and effect. Any documents that Buyer may use including, but not limited to, purchase orders or sales acknowledgement forms shall be deemed to be for the administrative convenience of Buyer only, and this PO shall supersede and take precedence over any of Buyer's terms and conditions that may be contained on any such forms.

2. Any plans, specifications, details, descriptions, drawings, documents, terms and/or conditions not specifically created by Seller or expressly referred to herein are not a part hereof and shall not be binding upon Seller. Buyer acknowledges and agrees that this PO is not valid for plan and specification projects since it is based on Seller's product standards only. If required by this PO, Seller will submit to Buyer approval drawings of the Metal Building System to be purchased, which comprises the goods forming the subject matter hereof. Buyer must return 1 set of approval drawings to Seller with a notation thereon of Buyer's outright approval or approval subject to changes as noted on the approval drawings. Notwithstanding any disclaimer noted by Buyer or any third party, approval or approval subject to changes or corrections on approval drawings affirms that Seller has correctly interpreted the overall requirements for the Metal Building System and its accessories, and the exact location of accessories in the building. Seller will not furnish detailed shop drawings of individual parts of the Metal Building System. If Buyer waives the right to receive approval drawings by ordering a Metal Building System for fabrication or for production, Buyer accepts Seller's interpretation of this PO as being correct and further accepts all responsibility for any discrepancies in the Metal Building System.

3. Seller may initiate or Buyer may request changes to the Metal Building System noted in this PO. If Seller is willing to comply with Buyer's requested changes, Seller will indicate its willingness by preparing a written change order delivered to Buyer using Buyer's contact information set forth in this PO. Buyer expressly agrees that, if such changes result in added costs of any kind, then Buyer shall bear sole responsibility for such additional costs and the fabrication and delivery time will be extended as determined by Seller in its sole discretion. Buyer agrees any change order issued by Seller shall be deemed an amendment to this PO unless, within 3 days following the date of such change order, Buyer delivers its written objections thereto to Seller's President or Executive Vice-President.

4. Either party may cancel this PO by giving written notice to the other party not less than 7 days prior to the cancellation date. In the event of such cancellation, Buyer agrees to pay Seller for any and all costs and damages occasioned thereby, including, but not limited to, Seller's expenses of order processing, engineering, detailing, purchase of material, fabrication and applicable incidental and lost profits damages. Additionally, if Seller believes that Buyer's performance on this PO is substandard or if Seller receives communication from an owner, contractor, subcontractor or any other third party (collectively "third party") regarding Buyer's lack of performance on the project covered by this PO, Buyer agrees and consents to allow Seller to communicate directly with any such third party and further agrees that Seller may immediately cancel this PO, sell the Metal Building System contemplated in this PO to any third party Seller deems necessary and Buyer shall pay Seller any and all damages in accordance with these T&C.

5. As soon as the Metal Building System (or any portion thereof) is ready for delivery to Buyer, Seller will send notification to Buyer and inform Buyer as to the date(s) on which Seller will tender delivery of the Metal Building System to a common carrier for shipment to Buyer. The Metal Building System will be shipped FOB Seller's facilities. Notwithstanding anything to the contrary in this PO or otherwise, title to the Metal Building System sold by Seller to Buyer shall not pass from Seller to Buyer until the Metal Building System is shipped from Seller's facilities by Seller or, when Seller uses a common carrier, when Seller tenders the Metal Building System to a common carrier for delivery to the Buyer. No Metal Building System in the possession of Seller shall be deemed to be identified to any contract between Buyer and Seller and title shall remain with Seller as to all materials and goods until shipped from Seller's facilities or, when Seller uses a common carrier, when tendered to a common carrier. Buyer waives any rights to such goods and agrees not to assert any claim for replevin or similar claim to obtain possession of the Metal Building System. As an accommodation to Buyer, Seller may arrange for shipping of the Metal Building System to Buyer's designated jobsite. Buyer agrees to reimburse Seller for all shipping costs. If Buyer desires to make its own arrangements for shipping, it must notify Seller not less than 30 days prior to the scheduled shipment date. If Buyer fails or refuses to take delivery on the date specified by Seller, then Seller may, in its sole discretion, charge any and all fees, costs and expenses associated therewith and invoice Buyer for said amounts as well as for the full price of the Metal Building System or for that portion of the Metal Building System that is ready for delivery, which Buyer shall immediately pay to Seller. Additionally, Buyer shall reimburse Seller for the cost of storing such materials and transporting the materials to a storage facility, including spotting, switching, drayage, demurrage, transportation and all other costs incurred and will assume the risk of any and all damages or deterioration to the materials while in storage, including but not limited to cost of repainting. Seller expressly reserves the right, in its sole discretion, to divide this PO into separate shipments and invoice such shipments separately. If Buyer delays the detailing, design, fabrication and/or delivery or otherwise delays this PO in any fashion, the purchase price may be adjusted by Seller, in its sole discretion, to reflect any price increase(s) that Seller may put into effect, which Buyer shall immediately pay upon demand.

6. Buyer acknowledges and agrees that it will inspect the goods and/or materials reflected in this PO immediately upon delivery. Seller shall not be liable for any claim of shortage of materials unless notified of such claim by Buyer in writing within 3 days after delivery of the applicable materials. Any claim that materials are defective or nonconforming in any respect or any rejection of materials for being nonconforming under the requirements of this PO must be made in writing within 30 days after delivery of the materials. Buyer must include in the notice the basis of the alleged non-conformity and the description of that portion of the shipment being rejected within the time frames referenced above (which Buyer agrees and stipulates is a reasonable time). Failure to timely furnish any aforementioned written notice will constitute acceptance of the goods and/or materials and will irrevocably bar any claims for which notice was required. On receipt of notification of rejection, Seller may arrange to receive back the materials for shipment and return. However, Seller may have an agent inspect the materials for non-conformity; otherwise such inspection will be made on return to Seller's plant. In the event that such materials are determined to be nonconforming, Seller will ship conforming goods within approximately 30 days, unless Buyer notifies Seller in writing to forego such shipment.

7. Payments under this PO and any other payments due to Seller by Buyer under any other agreement shall be paid to Seller at its corporate office in Houston, Harris County, Texas, its lockbox in Dallas, TX or such other place as directed by Seller in writing. Unless specifically enumerated, the price(s) and/or amount(s) reflected on the PO does not include the cost of performance bonds, payment bonds, or federal, state or local taxes including, but not limited to, excise, privilege, occupation, value added, use or sales taxes. Any of these items or amounts that Seller may be required to pay or collect under existing or future laws, including, without limitation, taxes payable upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the Metal Building System and materials covered hereby, shall be for the account of Buyer and shall be included on Seller's invoice(s) to Buyer and shall be due and payable by Buyer in accordance with the terms and conditions herein. If Buyer asserts the purchase of the Metal Building System is exempt from sales tax, Buyer must immediately furnish Seller's Tax Department a valid tax exemption certificate. Buyer agrees to be bound by Seller's determination of the validity of any tax exemption certificate. Seller reserves the right to reject any and all tax exemption certificates presented to Seller after shipment of the Metal Building System. Notwithstanding any other agreement to the contrary, Seller reserves the right, prior to making any shipment, to require from Buyer satisfactory security for the payment of all taxes, costs and charges payable by Buyer. All orders shall be pre-paid by Buyer unless otherwise stated in writing by Seller's Credit Department in its sole discretion. Buyer agrees to furnish Seller with a true, accurate and complete legal description of any property on which the Metal Building System is to be erected, Buyer's entity type(s), state of organization/principal residence, organizational identification number, federal taxpayer identification number(s) and/or social security number(s) and any other information requested by Seller. All credit terms shall be established in the sole discretion of Seller's Credit Department and such credit terms can be revoked by Seller's Credit Department at any time. Seller, in its sole discretion, may invoice Buyer for this sale and all material associated with this sale at the time of order, fabrication or shipment. Except as otherwise agreed in writing, all sums owed by Buyer to Seller with respect to this sale are due and payable upon the date of invoice. If Buyer fails to fulfill the terms of payment applicable hereto, Seller may defer further shipments, and/or in its sole discretion, cancel the unshipped balance of any unfilled orders. Seller may assign its right to receive from Buyer any payments called for hereunder at any time on upon notification to Buyer as to the assignee for receipt of such payments. If Buyer is in default of this PO or any other agreement with Seller and/or Seller's affiliates, Seller shall have the right, in addition to all other rights stated herein, as well as in law or at equity, to withhold delivery and demand adequate assurances of Buyer's ability to perform Buyer's obligations. Buyer specifically agrees with Seller that any invoiced sum that has not been paid by Buyer within 30 days from the date of invoice shall bear interest at a rate of 1½% per month, but in no event greater than the maximum rate for which Seller and Buyer could lawfully contract with respect to such payment under applicable law. Additionally, if an invoice becomes past due, is placed in the hands of an attorney for collection or if this PO is relevant to any other dispute(s) between the parties, in addition to any other claims, defenses, amounts and/or damages asserted or recovered by Seller, Buyer agrees to pay Seller any and all reasonable and necessary attorneys' fees and costs incurred in any such dispute(s) and/or proceeding(s), together with interest, expenses, costs and any other charges. Costs incurred in the collection of sums include, without limitation, copying and mailing expenses, lien fees, lost management time, inspection expenses and expert witnesses' expenses in addition to taxable costs incurred in litigation. Buyer agrees that all payments with lien release language on the back of any check shall be sent only to the principal office of Seller, in Houston, Harris County, Texas. Buyer agrees that any payment accepted through Seller's lock box with lien release language on the check does not bind Seller to the attempted release. Seller's agent(s) at the lock box who endorses and/or accepts checks for Seller is authorized only to accept unconditional payments, and no action by said agent(s) shall ever give rise to a claim of any authority, apparent or otherwise, beyond that described in this Article. Acceptance of any conditional check, including any lien release language or otherwise at the lock box or otherwise shall only be a partial release for those funds received, and never otherwise.

8. LIMITATIONS OF WARRANTIES AND DAMAGES – Upon Seller's receipt of Buyer's payment in full of all outstanding invoices with Seller and subject to the terms and conditions set forth herein, Seller warrants the Metal Building System to Buyer only against failure due to defective material or workmanship for a period of 1 year from date of shipment from Seller's plant. The price quoted for any warranty stated herein is subject to price adjustments due to non-standard roof geometry, details, and non-approved or non-standard roof accessories and/or fixtures. Any price adjustment will be at the sole discretion of Seller. Damage due, whether in whole or in part, to faulty or improper installation, erection or maintenance by others shall NOT be covered. As a condition precedent to the effectiveness of the foregoing warranty, the Metal Building System must be erected promptly after shipment from Seller's plant, without any undue delay and must be erected in strict accordance with Seller's procedures and guidelines as stated in its Erection Manual. Any damage to the Metal Building System not directly attributable to the sole negligence or sole fault of Seller is not covered by this warranty. Additionally, misuse and abuse, lack of proper maintenance, and normal wear and tear to the Metal Building System are not covered by this warranty. **SELLER'S SOLE OBLIGATION AND BUYER'S SOLE AND EXCLUSIVE REMEDY, IN SELLER'S SOLE DISCRETION, WITH RESPECT TO THE FOREGOING WARRANTY IS EXPRESSLY LIMITED TO REPAIR OF DEFECTIVE MATERIALS OR FURNISHING NECESSARY REPLACEMENT MATERIALS FOB SELLER'S FACILITIES, BUT SHALL NOT INCLUDE ANY CHARGES FOR TRANSPORTATION, INSURANCE, OR LABOR OF DISMANTLING AND INSTALLING SUCH MATERIALS.** This warranty is non-assignable and non-transferable. The above warranty

does not cover products, accessories, parts or attachments that are not manufactured by Seller. **DISCLAIMER OF IMPLIED WARRANTIES—SELLER MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND WITH RESPECT TO THE METAL BUILDING SYSTEM (EXCEPT FOR THE EXPRESS WARRANTY INCLUDED HEREIN) AND ANY AND ALL IMPLIED WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL LIABILITY, WARRANTIES AND REPRESENTATIONS REGARDING, PAST, PRESENT OR FUTURE WATER LEAKS OR MOISTURE INTRUSIONS, DAMAGES TO THE SUBJECT BUILDING(S) OR ANY COMPONENTS OR CONTENTS THEREOF, OR ANY INTERIOR SPACE(S) OR PROPERTY THEREIN, INCLUDING**

CLAIMS PERTAINING TO MOLD, MILDEW AND/OR FUNGI, OR THE INTERRUPTION IN THE USE OF THE SUBJECT BUILDING(S) OR PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS RESULTING FROM THE ALLEGED EXISTENCE OR GROWTH OF MOLD, MILDEW AND/OR FUNGI.

LIMITATION OF DAMAGES -- NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT SELLER'S MAXIMUM AGGREGATE LIABILITY TO BUYER OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY SUBSEQUENT PURCHASER, WHETHER IN AGREEMENT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE ACTUALLY PAID BY BUYER TO SELLER WITH RESPECT TO THE METAL BUILDING SYSTEM. **ACCORDINGLY, BUYER AGREES TO ASSUME THE RESPONSIBILITY FOR INSURING AGAINST OR OTHERWISE BEARING THE RISK OF ANY AND ALL GREATER DAMAGES. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, DELAY, COST OF COVER OR BACK-CHARGE DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COSTS OF RENTING EQUIPMENT AND OTHER ADDITIONAL EXPENSES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF BUYER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. BUYER ACKNOWLEDGES THAT THE PRICING OF THE PRODUCTS AND/OR SERVICES TO BE PROVIDED BY SELLER PURSUANT TO THIS PO REFLECTS THE INTENT OF THE PARTIES TO LIMIT SELLER'S LIABILITY AS PROVIDED HEREIN. ANY ACTION, CLAIM OR PROCEEDING RELATING TO THIS PO OR THE TRANSACTIONS CONTEMPLATED BY THIS PO MUST BE BROUGHT WITHIN 2 YEARS AND 1 DAY FOLLOWING THE ACTION OR EVENT GIVING RISE TO SUCH ACTION, CLAIM OR PROCEEDING. BUYER AGREES TO USE ITS BEST EFFORTS TO MITIGATE ANY DAMAGES SUSTAINED BY BUYER, OWNER(S) OR ANY THIRD PARTIES PURSUANT TO OR IN CONNECTION WITH THIS PO. NOTWITHSTANDING THE FOREGOING, THE DISCLAIMER OF WARRANTIES AND/OR THE DISCLAIMER AND/OR LIMITATION OF DAMAGES WILL NOT BE DEEMED TO DISCLAIM LIABILITY SPECIFICALLY IMPOSED ON SELLER BY STATUTE OR REGULATION, TO THE EXTENT SUCH LIABILITY CANNOT BE WAIVED OR DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE DISCLAIMERS OR LIMITATIONS SET FORTH HEREIN MAY NOT FULLY APPLY TO BUYER. TO THE EXTENT THAT THE DISCLAIMERS AND/OR LIMITATIONS SET FORTH HEREIN ARE NOT FULLY ENFORCEABLE UNDER APPLICABLE LAW, BUYER MAY HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. Buyer acknowledges its responsibility to determine the intended use of the Metal Building System ordered, its appropriateness for all uses, applications and loads to be encountered, including but not limited to, live load, wind load, snow/ice load, water load, collateral and auxiliary loads, as well as its appropriateness for drainage systems/requirements, and compliance with the requirements of all governing code bodies, statutory and regulatory agencies. Buyer acknowledges that the Seller is only a manufacturer of goods and is in no way responsible for the use, installation and/or application of the goods and/or materials covered hereunder. Buyer acknowledges that it is not unconscionable under the commercial circumstances hereof to limit the award of consequential damages as contemplated by this PO. Except for the obligations of Seller under "Warranty," all responsibility of Seller for the Metal Building System ceases upon delivery thereof by Seller to a common carrier for shipment to Buyer. All claims against the carrier for damage to or loss of any of the Metal Building System shall be made solely by Buyer. Buyer agrees and stipulates that Seller's schedule is approximate only. Without limiting the above, if retrofit materials are supplied hereunder, Seller's shall not be liable for anything that results from the transfer of any loads from one structure to another structure. Buyer acknowledges and stipulates that Seller has not performed any tests of suitability of the materials supplied hereunder and Buyer has not relied on Seller's statement, promises or assurances in regard to such suitability. Buyer further acknowledges, agrees and stipulates that oil-canning of materials shall not be a cause of rejection of materials.

9. **ACCEPTANCE OF MATERIALS** - Buyer also acknowledges, agrees and stipulates that installation of materials shall unequivocally constitute irrevocable acceptance of materials.

10. **FORCE MAJEURE**—Under no circumstances shall Seller be liable in any way to Buyer, building owner and/or any other party for delays, failure in performance, or loss or damage due to force majeure conditions including, without limitation: fire; flood; epidemics; quarantine; lightning; strike; embargo; explosion; power surge or failure; acts of god; acts of war or terrorism; labor or employment disputes; civil disturbances; acts of civil or military authority; inability to secure materials, fuel, products or transportation facilities; acts or omissions of suppliers; or any other causes beyond Seller's reasonable control.

11. **PRICE INCREASES**—BUYER AGREES AND STIPULATES THAT, IN THE EVENT SELLER RECEIVES NOTIFICATION OF A PRICE INCREASE FROM ANY OF ITS SUPPLIERS BETWEEN THE DATE OF THIS PO AND THE DATE SCHEDULED FOR DELIVERY OF THE METAL BUILDING SYSTEM, SELLER RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND JUDGMENT, TO INCREASE THE PURCHASE PRICE STATED HEREIN IN AN AMOUNT CORRESPONDING TO SAID PRICE INCREASE(S). MOREOVER, BUYER AGREES AND STIPULATES THAT IT SHALL PAY TO SELLER ANY AND ALL SURCHARGES INCLUDING, BUT NOT LIMITED TO, FUEL SURCHARGES, THAT SELLER MAY PUT INTO EFFECT PRIOR TO DELIVERY OF ALL MATERIALS COVERED BY THIS PO.

12. **JURISDICTION, MANDATORY VENUE AND WAIVER OF JURY TRIAL** - Except where this PO expressly provides otherwise, the terms of this PO shall be governed in their interpretation by the section titled "Common Industry Practices" from the Low Rise Building System Manual, latest edition, published by the Metal Building Manufacturers Association. In the event that this Manual has no provision, which applies to the subject matter of any dispute over the interpretation of any term or provision of this PO, the interpretation of such term or provision shall be governed by and construed in accordance with the laws of the State of Texas. Further, Buyer acknowledges, stipulates and agrees that this PO was executed, accepted and is to be performed in Harris County, Texas. Buyer acknowledges, stipulates and agrees that (i) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof shall only be asserted and/or submitted to a court in Houston, Harris County, Texas and that mandatory venue and jurisdiction for any legal action arising from this PO and/or relating to this PO is only in a court located in Harris County, Texas, (ii) Buyer irrevocably submits itself to the exclusive jurisdiction of the state and federal courts in Houston, Harris County, Texas, (iii) Buyer irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of exclusive venue of any litigation arising out of or in connection with this PO brought in any such court, and (iv) Buyer irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum. **FURTHER, EACH PARTY KNOWINGLY AND VOLUNTARILY AGREES NOT TO ELECT AND EXPRESSLY WAIVES A TRIAL BY JURY WITH RESPECT TO THIS PO AND/OR THE DOCUMENTS CONTEMPLATED HEREBY FOR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION HEREWITH.** The scope of each of the foregoing waivers is intended to be all encompassing. Buyer acknowledges that the foregoing waivers are material inducements to the agreement of Seller to enter into a business relationship with Buyer, and that Seller has already relied on these waivers in entering into this PO. Buyer warrants and represents that it has reviewed these waivers with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.

13. **ASSUMPTION OF RISK AND INDEMNITY**—BUYER ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIMS OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY (WHETHER BELONGING TO BUYER, BUILDING OWNER(S), AND/OR ANY THIRD PARTY), SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE PERFORMANCE HEREOF BY BUYER, ITS AGENTS AND EMPLOYEES, AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES, INCLUDING CLAIMS OR ACTIONS BASED IN WHOLE OR IN PART UPON THE ALLEGED NEGLIGENCE OR FAULT OF SELLER, SELLER'S REPRESENTATIVES, OR THE EMPLOYEES, AGENTS, INVITEES, OR LICENSEES THEREOF. BUYER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER AND REPRESENTATIVES, AND THE EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF IN RESPECT OF ANY SUCH MATTERS AND AGREES TO DEFEND ANY CLAIM OR SUIT OR ACTION BROUGHT AGAINST SELLER, SELLER'S REPRESENTATIVE, AND THE EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF. BUYER FURTHER AGREES, WARRANTS AND ACKNOWLEDGES THAT IT IS AWARE THAT SELLER MUST INDEMNIFY AND HOLD HARMLESS BUYER AGAINST LOSS, INCLUDING ALL COURT COSTS AND OTHER REASONABLE EXPENSES, REASONABLE ATTORNEYS' FEES, AND ANY REASONABLE DAMAGES, ARISING OUT OF A PRODUCTS LIABILITY ACTION, EXCEPT FOR ANY LOSS CAUSED BY BUYER'S NEGLIGENCE, INTENTIONAL CONDUCT OR OTHER ACT OR OMISSION, SUCH AS NEGLIGENTLY MODIFYING OR ALTERING THE PRODUCT, FOR WHICH BUYER IS INDEPENDENTLY LIABLE, AS REQUIRED BY CHAPTER 82.001 ET SEQ. OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE, AND BUYER KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVES, DISCLAIMS, RELINQUISHES AND FOREVER RELEASES SELLER FROM ANY AND ALL OF ITS OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS BUYER AGAINST ANY LOSS ARISING OUT OF A PRODUCTS LIABILITY ACTION AS REQUIRED BY CHAPTER 82.001 ET SEQ. OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE.

14. Buyer acknowledges and agrees that Seller is not the Engineer of Record for this or any other project. Accordingly, Seller shall not be required to carry or maintain any Professional Liability, Errors of Omissions or any other similar type insurance policy or coverage. Buyer will, at its sole expense, maintain insurance during the performance of the services covered by this PO and thereafter, including General Liability Insurance with a per occurrence limit of not less than \$2,000,000. This insurance will include general liability, products liability and completed operations liability coverages, which will extend for 3 years after the completion of the services. Buyer agrees to name Seller as an additional named insured by endorsement with respect to the coverages required to be maintained by Buyer pursuant hereto and Buyer's insurance coverages shall be primary to and not concurrent with any insurance coverages maintained by Seller. Buyer waives any and all rights of subrogation as against Seller. Buyer also agrees that it shall provide Seller with Waivers of Subrogation by endorsement on its insurance policies with respect to the insurance coverages described herein.

15. **WAIVER OF CONSUMER RIGHTS**—SELLER AND BUYER WAIVE THEIR RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTIONS 17.41 THROUGH 17.63 INCLUSIVE, OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. BUYER REPRESENTS THAT IT HAS CONSULTED WITH AN ATTORNEY OF ITS OWN SELECTION AND, AFTER THAT CONSULTATION, VOLUNTARILY CONSENTS TO THIS WAIVER. The waiver set forth herein shall expressly survive the termination of this PO and the transactions contemplated herein. Each of Seller and Buyer has waived its rights pursuant to the Deceptive Trade Practices-Consumer Protection Act without duress or coercion and fully acknowledges and understands the effect of the waiver.

16. If any provision of this PO is found to be invalid or unenforceable in any jurisdiction, such provision shall be fully severable in such jurisdiction, and this PO shall be construed and enforced as if in such jurisdiction such provision had never comprised a part hereof. In such event, the remaining provisions of this PO shall remain in full force and effect. The terms of this PO are intended by the parties as a final expression of their agreement containing all other understandings between the parties relative to the Metal Building System referenced herein.