

**Nuclear Logistics Inc. d\b\A\ AZZ**  
**STANDARD PURCHASE ORDER TERMS AND CONDITIONS**

These Terms and Conditions are attached to and made a part of Purchase Order No.

1. CONTROLLING TERMS AND CONDITIONS: SELLER HAS READ AND UNDERSTANDS THIS ORDER AND AGREES THAT SELLER'S WRITTEN ACCEPTANCE OR COMMENCEMENT OF ANY WORK OR SERVICE UNDER THIS ORDER SHALL CONSTITUTE SELLER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT. ALL PAST OR FUTURE TERMS AND CONDITIONS PROPOSED BY SELLER WHICH ARE DIFFERENT FROM OR IN ADDITION TO THIS ORDER, AND THAT PERTAIN TO THIS ORDER, ARE UNACCEPTABLE TO Buyer, ARE EXPRESSLY REJECTED BY Buyer, AND SHALL NOT BECOME A PART OF THIS ORDER, UNLESS APPROVED BY Buyer IN WRITING. ANY MODIFICATIONS TO THIS ORDER SHALL BE MADE IN ACCORDANCE WITH PARAGRAPH 33. A REPRESENTATIVE MUST EXECUTE THIS ORDER AND RETURN IT TO Buyer.

2. PRICING: Seller represents and warrants that the prices identified on the face of the purchase order will not be higher than the lowest prices charged by Seller to others for similar goods, in like quantities and on similar terms. Seller represents and warrants to Buyer that the prices for the goods are and will be the most competitive within the market. In the event that they are not, Seller agrees to reduce its prices to meet the prices of its competition.

3. SHIPPING, BILLING AND FLSA CERTIFICATION: Seller agrees (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer and involve carriers in a manner to secure the lowest transportation cost; (b) to route shipments in accordance with instructions from Buyer; (c) to make no separate charge for handling, packaging, storage, transportation or drayage of goods unless otherwise stated in this order; (d) to provide with each shipment packing slips with Buyer's order number marked thereon; (e) to properly mark each package with this order number, the factory plant and dock number, and where, multiple packages comprise a single shipment, to consecutively number each package; and (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading and other shipping receipts, correct classification of goods, the Buyer's purchase order number and identification of goods shipped in accordance with Buyer's instructions and carrier's requirements. The marks on each package and identification of goods on packing slips, bills of lading, and invoices shall be sufficient to enable Buyer to easily identify the goods purchased.

4. PAYMENT: Seller agrees: (a) to promptly render, after delivery of goods or performance of services, correct and complete invoices to Buyer; and (b) to accept payment by check or, at Buyer's discretion, other cash equivalent (including electronic transfer of funds). The payment date shall be 30 days following Buyer's receipt of a proper invoice (except as may otherwise be agreed upon by Buyer and Seller in connection with a program providing for electronic funds transfer). Time for payment shall not begin until correct and complete invoices are received, and Seller's cash discount privileges to Buyer shall be extended until such time as payment is due. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this order.

5. DELIVERY SCHEDULES, TITLE, AND RISK OF LOSS: Deliveries shall be made both in quantities and at times specified in Buyer's schedules. Buyer shall not be required to make payment for goods delivered to Buyer, which are in excess of quantities specified in Buyer's delivery schedules, unless agreed to and pre-approved by the Buyer. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price of goods or services covered by this order. Title to, and risk of loss of, the goods to be delivered hereunder shall, unless otherwise provided herein, pass from Seller to Buyer upon delivery of the goods, F. O. B. Buyer's plant.

6. PREMIUM SHIPMENTS: If, for any reason, Seller fails or is unable to meet Buyer's delivery requirements, and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer because of Seller's failure or Seller's inability, Seller shall, at Buyer's option, (i) promptly reimburse Buyer the difference in cost between the more expeditious method and the original method, (ii) allow Buyer to reduce its payment of Seller's invoices by such difference, or (iii) ship the goods as expeditiously as possible at Seller's expense and invoice Buyer for the amount which Buyer would have paid for normal shipment.

7. CHANGES: Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this order, including work with respect to such matters as inspections, testing or quality control, and Seller agrees to promptly make such changes; any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct.

8. QUALITY ASSURANCE AND INSPECTION: Seller shall comply with the best industry practices for quality assurance and quality assurance procedures specified by Buyer. Seller agrees that Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials, and any property of Buyer covered by this order and Seller's records relating thereto. Buyer's inspection of the goods whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.

9. NONCONFORMING GOODS: To the extent Buyer rejects goods as nonconforming, the quantities under this order will automatically be reduced unless Buyer otherwise notifies Seller. Seller is not obligated to replace quantities so reduced without a new order or schedule from Buyer. Nonconforming goods will be held by Buyer for disposition in accordance with Seller's instructions and at Seller's risk. Seller's failure to provide written instructions within ten (10) days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling, or to dispose of the goods, without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance thereof, limit, or impair Buyer's rights to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects. All costs relating to the transportation information as Buyer shall request. Buyer, for its agents, shall have the right to audit and examine all books, records, facilities, work, material, inventories, and other items relating to any termination claim to Seller.

16. INTELLECTUAL PROPERTY: Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against all claims, demands, losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United

States or foreign patent, trademark, copyright or mask work right by reason of the manufacture, use or sale of the goods or services ordered, including infringement arising out of compliance with specifications furnished by Buyer, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller's actions; (b) to waive any claim against Buyer under the Uniform Commercial Code or otherwise, including any hold harmless or similar claim, in any way related to a claim asserted against Seller or Buyer for patent, trademark, copyright or mask work right infringement or the like, including claims arising out of compliance with specifications furnished by Buyer; and (c) to grant to Buyer a worldwide, nonexclusive, royalty-free, irrevocable license to repair and have repaired, to reconstruct and have reconstructed the goods ordered hereunder. Seller assigns to Buyer all right, title, and interest in and to all trademarks, copyrights, and mask work rights in any material created for Buyer under this order.

17. TECHNICAL INFORMATION DISCLOSED TO Buyer: Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information, which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this order.

18. INDEMNIFICATION: The Seller hereby assumes entire responsibility for any and all damage, loss or injury of any kind or nature whatever to persons or property caused by or resulting from, or in connection with, the furnishing of goods and services, including delivery of purchased materials, by Seller, his contractors, officers, agents or employees, and the Seller will indemnify and hold harmless the Purchaser from any and all claims, loss, damage, change of expense, whether direct or indirect and whether to persons or property, resulting from or in connection with the furnishing of such goods and services. In the event any suit or other proceedings shall be brought against the Purchaser, or the Purchaser's officers, agents, or employees at any time on account of by reason, of any act, action, neglect, omission or default in connection with the furnishing of such goods or services, the Seller hereby agrees to assume the defense thereof and to defend the same at the Seller's own expense and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred by or obtained against the Purchaser, its officers, agents, or employees in such suits or other proceedings, and in case any judgment or other lien be placed upon or obtained against the property of the Purchaser in or as a result of such suits or other proceedings, the Seller will at once cause the same to be dissolved and discharged by providing a bond or otherwise. The Seller, his contractors, officers, agents and employees shall take all safety precautions necessary for the prevention of accidents and shall comply with all laws and regulations with regard to this matter. The Purchaser shall not be responsible or held liable for any injury to persons or damage to property resulting from the use, misuse or failure due to any cause, of any apparatus furnished to Seller by Purchaser whether on or off the premises of the Seller. The acceptance and/or use of any such apparatus by the Seller or his contractors, officers, agents and employees shall be construed to mean that the Seller accepts all responsibility for any claims for such injury and/or damage whatsoever, resulting from the use, misuse or failure due to any damage of such apparatus whether such injury and/or damage be to his own employees or property, or to the employees or property of other Seller's contractors, the Purchaser or otherwise. Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including reasonable attorney fees) for damages to

property of or injuries (including death) to Buyer, its employees or any other person arising from or in connection with Seller's providing goods, performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

19. **INSURANCE:** Seller shall maintain insurance coverage in amounts not less than the following: (a) Worker's Compensation- Statutory Limits for the state or states in which this order is to be performed (or evidence of authority to self-insure); (b) Employer's Liability- \$250,000; (c) Comprehensive General Liability (including Products/Completed Operations and Blanket Contractual Liability)- \$1,000,000 per person, \$1,000,000 per occurrence Personal Injury, and \$1,000,000 per occurrence Property Damage, or \$1,000,000 per occurrence Personal Injury and Property Damage combined single limit; and (d) Automobile Liability (including owned, non-owned and hired vehicles)- \$1,000,000 per person, \$1,000,000 per occurrence Personal Injury and \$1,000,000 per occurrence Property Damage, or \$1,000,000 per occurrence Personal Injury and Property Damage combined single limit. At Buyer's request, Seller shall furnish to Buyer certificates of insurance setting forth the amount(s) of coverage, policy number(s) and date(s) of expiration for insurance maintained by Seller and, if further requested by Buyer, such certificates will provide that Buyer shall receive thirty (30) days prior written notification from the insurer of any termination or reduction in the amount or scope of coverage's. Seller's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Seller of its obligations or liabilities or limits its liability under this order. In the event of Seller's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any goods or services covered by this order and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

20. **TOOLS:** Unless otherwise agreed to by Buyer, Seller at its own expense shall furnish, keep in good condition, and replace when necessary all tools, jigs, dies, gauges, fixtures, molds and patterns ("Tools") necessary for the production of the goods. The cost of changes to the Tools necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure the Tools with full fire and extended coverage insurance for the replacement value thereof. Seller grants Buyer an irrevocable option to take possession of and title to the Tools that are special for the production of the goods upon payment to Seller of the book value thereof less any amounts which Buyer has previously paid to Seller for the cost of such Tools; provided, however, that this option shall not apply if such Tools are used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others.

21. **BUYER'S PROPERTY:** All supplies, materials, tools, jigs, dies, gauges, fixtures, associated with nonconforming goods shall be for the Seller's account. 10. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that the delay or failure to perform is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days after commencement of the event or the occurrence giving rise to the delay or failure to perform. During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase goods from other

sources and reduce its schedules to Seller by such quantities, without liability to Seller, or to require Seller to provide the goods from other sources in quantities and at times requested by Buyer and at the price set forth in this order. If requested by the Buyer, Seller shall, within ten (10) days of such request, provide adequate assurances that the delay or failure to perform shall not exceed thirty (30) days. If the delay or failure to perform lasts more than thirty (30) days, or Seller does not provide adequate assurance that the delay or failure to perform will cease within thirty (30) days, Buyer may cancel the order without liability.

11. **WARRANTY:** Seller expressly warrants that all goods or services covered by this order will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and expressly warrants that all goods covered by this order which have been selected, designed, manufactured, or assembled by Seller, based upon Buyer's stated use, will be fit and sufficient for the particular purposes intended by Buyer.

12. **WASTE MINIMIZATION, DISCLOSURE, SPECIAL WARNINGS, AND**

**INSTRUCTIONS:** Seller acknowledges Buyer's commitment to waste minimization and agrees to make a good faith effort to minimize the use of hazardous materials and chemicals in the manufacture of the goods and providing of services. Seller shall, upon request, provide Buyer with a written description of its waste minimization programs.

Seller agrees to package the goods in such a manner as to minimize any hazards that Buyer may encounter, minimize the ergonomic impact of unpacking the product and to reduce the amount of extraneous materials that Buyer must handle when it receives and unpacks the goods. The parties agree to meet periodically to discuss additional methods to reduce the environmental and ergonomic impact of the goods and packaging materials on Buyer and Buyer's customers. Seller shall furnish to Buyer sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a part of any of the goods, together with such special handling instructions, as may be necessary to advise carriers, Buyer and their respective employees of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of goods, containers and packing. In the event the goods contain any PCBs, CFCs or other acute hazardous materials or chemicals or other chemicals or materials that could cause Buyer or its customers to violate their environmental policies, Buyer shall have the right to terminate this agreement.

13. **INSOLVENCY:** Buyer may cancel this order without liability to Seller in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment, or assignment is not vacated or nullified within fifteen (15) days of such event.

14. **CANCELLATION FOR BREACH:** Buyer shall have the right to cancel all or any part of this order, without liability to Buyer, if Seller: (a) repudiates or breaches any of the terms of this order, including Seller's warranties; (b) fails to perform services or deliver goods as specified by Buyer; or (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods; and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach.

15. **TERMINATION:** In addition to any other rights of Buyer to cancel or terminate this order, Buyer may at its option immediately terminate all or any part of this order, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the order price for all goods or services which have been completed in accordance with this order and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this order; less, however, the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will assume title and possession of any goods and materials paid for. Buyer will make no payments for finished goods, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered goods which are in Seller's standard stock or which are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods, which would have been produced by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest or claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, and general and administrative burden charges from termination of this order. Within sixty (60) days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this order, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer. Seller shall bear the risk of loss of and damage to Buyer's property. Buyer's property shall at all times be properly housed and maintained by Seller; shall not be used by Seller for any purpose other than the performance of this order; shall be property. Buyer's property shall at all times be properly housed and maintained by Seller; shall not be used by Seller for any purpose other than the performance of this order; shall be deemed to be personally; shall be conspicuously marked "Property of Buyer" by Seller; shall not be commingled with the property of Seller or with that of a third person; and shall not be moved from Seller's premises without Buyer's prior written approval. Upon the request of Buyer, such property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable cost of delivering such property to such location. Buyer shall have the right to enter onto Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto.

22. **REMEDIES:** The rights and remedies reserved to Buyer in this order shall be cumulative, and additional to all other or further remedies provided in law or equity. Without limiting the foregoing, should Buyer discover that any goods fail to conform to the warranties set forth in this agreement, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any direct, incidental and consequential damages caused by such nonconforming goods, (including, but not limited to, (a) costs and expenses incurred by Buyer in inspecting, sorting,

repairing or replacing such nonconforming goods; (b) claims for personal injury (including death) or property damage caused by such nonconforming goods; and (c) reasonable attorney's fees.)

23. **DUTY DRAWBACK RIGHTS:** This order includes all related customs duty and import drawback rights, if any, (including rights developed by substitution and rights which may be acquired from Seller's suppliers) which Seller can transfer to Buyer. Seller agrees to inform Buyer of the existence of any such rights and upon request to supply such documents as may be required to obtain such drawback.

24. **SETOFF:** In addition to any right of setoff provided by law, all amounts due Seller shall be considered net of indebtedness of Seller to Buyer, its subsidiaries and affiliates; and Buyer may deduct any amounts due or to become due from Seller to Buyer, its subsidiaries and affiliates from any sums due or to become due from Buyer to Seller.

25. **ADVERTISING:** Seller shall not, without first obtaining the written consent of Buyer, disclosed to third parties or in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services herein ordered, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials. In the event of Seller's breach of this provision, Buyer shall have the right to cancel this undelivered portion of any goods or services covered by this order and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

26. **GOVERNMENT COMPLIANCE:** Seller agrees to comply with all federal, state, and local laws, executive orders, rules, regulations, and ordinances, which may be applicable to Seller's performance of its obligations under this order. Upon request of Buyer, Seller shall provide any required certification that its performance under the purchase order was in compliance with on all applicable laws or regulations.

27. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION:** This order incorporates by reference: {a} all provisions of 41 C.F.R. 60-1.4, as amended, pertaining to the equal opportunity clause in government contracts; {b} all provisions of 41 C.F.R. 60-250, as amended, pertaining to affirmative action for disabled veterans of the Vietnam Era; and {c} all provisions of 41 C.F.R. 60-741, as amended, pertaining to affirmative action for handicapped workers. Seller certifies that it is in compliance with all applicable provisions of 41 C.F.R. 60-1, including but not limited to: {a} developing and presently having in full force and effect a written affirmative action compliance program for each of its establishments as required by 41 C.F.R. 60-1.40, as amended; {b} filing EEO-1 Reports as required by 41 C.F.R. 60-1.7, as amended; and {c} neither maintaining segregated facilities nor permitting its employees to perform services at segregated facilities as prohibited by 41 C.F.R. 60.1-8, as amended. Buyer requests that Seller adopt and implement a policy to extend employment opportunities to qualified applicants and employees on an equal basis regardless of an individual's age, race, color, sex, religion or national origin.

28. **NO IMPLIED WAIVER:** The failure of either party at any time to require performance by the other party of any provision of this order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this order constitute a waiver of any succeeding breach of the same or any other provision.

29. **NON-ASSIGNMENT:** Seller may not assign or delegate its obligations under this order without Buyer's prior written consent.

30. **RELATIONSHIP OF PARTIES:** Seller and Buyer are independent contracting parties and nothing in this order shall make either party the agent or legal representative of the other for any

purpose whatsoever, nor does it grant either party any authority to assume or to create any obligations on behalf of or in the name of the other.

31. **GOVERNING LAW:** This order is to be construed according to the laws of the state of Texas.

32. **SEVERABILITY:** If any term of this order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this order shall remain in full force and effect.

33. **ENTIRE AGREEMENT:** This order, together with the attachments, exhibits, or supplements, specifically referenced in this order, constitutes the entire agreement between Seller and Buyer with respect to the matter contained herein and supersedes all prior oral or written representations and agreements. This order may only be modified by a purchase order amendment issued by Buyer.

34. **STANDARD PAYMENT TERMS:** NLI's standard Payment terms are Net 60. Any other payment terms will need to be approved by the Supply Chain Manager.