

UNISTRUT MIDWEST TERMS AND CONDITIONS

1. Applicability. These terms and conditions of sale (these “Terms”) are the only terms that govern the sale of the goods (“Goods”) by Unistrut Support Systems Ltd. d/b/a Unistrut Midwest or any affiliate thereof (“Unistrut”) to the buyer named on the applicable quote or invoice (“Buyer”). The accompanying quote or invoice (the “Sales Confirmation”) and these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

2. Delivery. The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Unistrut shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by the parties, Unistrut shall deliver the Goods to the address designated by Buyer in the Sales Confirmation (the “Delivery Point”) using Unistrut's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods immediately upon delivery of the Goods to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. Unistrut may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order. If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Unistrut's notice that the Goods have been delivered at the Delivery Point, or if Unistrut is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (a) risk of loss to the Goods shall pass to Buyer; (b) the Goods shall be deemed to have been delivered; and (c) Unistrut, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance).

3. Quantity. If Unistrut delivers to Buyer (a) a quantity of Goods of up to twenty-five (25%) more or less than the quantity set forth in the Sales Confirmation or (b) any quantity of the Goods, provided that the Sales Confirmation involves a customized order of the Goods specific to Buyer, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

4. Shipping Terms; Title and Risk of Loss. Delivery shall be made FOB Shipment or FOB Destination, as designated on the Sale Confirmation. Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point, as designated on the Sales Confirmation. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Unistrut a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Ohio Uniform Commercial Code.

5. Inspection and Rejection of Nonconforming Goods. Buyer shall inspect the Goods upon receipt (“Inspection Period”). Buyer will be deemed to have accepted the Goods unless it notifies Unistrut in writing of any Nonconforming Goods within five (5) days of the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Unistrut. “Nonconforming Goods” means only the following: (a) product shipped is materially different than identified in Buyer's purchase order; or (b) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Unistrut of any Nonconforming Goods, Unistrut shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Unistrut's facility located at 1275 Hillsmith Dr, Cincinnati, OH 45215 or other location designated by Unistrut in writing. If Unistrut exercises its option to replace Nonconforming Goods, Unistrut shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and

risk of loss, the replaced Goods to the Delivery Point. Buyer acknowledges and agrees that the remedies set forth in this Section 5 are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section 5, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Unistrut.

6. Price. Buyer shall purchase the Goods from Unistrut at the price (the "Price") set forth in applicable quote or invoice. All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Unistrut's income, revenues, gross receipts, personnel, or real or personal property or other assets.

7. Payment Terms. Buyer shall pay all invoiced amounts due to Unistrut within fifteen (15) days from the date of Unistrut's invoice, except as otherwise agreed to in writing between the parties. Buyer shall make all payments in US dollars. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Unistrut for all costs incurred in collecting any late payments, including, without limitation, Unistrut's attorneys' fees. In addition to all other remedies available under these Terms or at law (which Unistrut does not waive by the exercise of any rights hereunder), Unistrut shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for five (5) days or more following written notice thereof.

8. Disclaimer of Warranties. **UNISTRUT MAKES NO WARRANTY PERTAINING TO THE GOODS, UNLESS EXPRESSLY AGREED TO IN A SEPARATE WRITTEN INSTRUMENT WITH BUYER AND MUTUALLY SIGNED BY BOTH BUYER AND UNISTRUT ("WARRANTY TERMS"). EXCEPT FOR ANY SUCH WARRANTY TERMS, IF AND AS AGREED TO IN A SEPARATE WRITTEN INSTRUMENT BY AND BETWEEN UNISTRUT AND BUYER, UNISTRUT MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

9. Limitation of Liability. **IN NO EVENT SHALL UNISTRUT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT UNISTRUT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL UNISTRUT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO UNISTRUT FOR THE GOODS SOLD TO BUYER UNDER THE APPLICABLE QUOTE OR INVOICE.** The limitation of liability set forth in this Section 9 shall not apply to (i) liability resulting from Unistrut's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Unistrut's acts or omissions.

10. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect. This Agreement may only be amended

or modified in a writing which specifically states that it amends the Terms or the Sales Confirmation, as applicable, and is signed by an authorized representative of each party.

(b) Compliance with Applicable Law. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Unistrut may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

(c) Termination. In addition to any remedies that may be provided under these Terms, Unistrut may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

(d) Waiver. No waiver by Unistrut of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Unistrut. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Confidential Information. All non-public, confidential or proprietary information of Unistrut, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Unistrut to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Unistrut in writing. Upon Unistrut's request, Buyer shall promptly return all documents and other materials received from Unistrut. Unistrut shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

(f) Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Unistrut hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice within fifteen (15) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section 10(e), either party may thereafter terminate this Agreement upon five (5) days' written notice.

(g) Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

(h) Governing Law; Jurisdiction. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Ohio.

(i) Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Applicable Laws, Confidential Information, Governing Law; Jurisdiction, and Survival.