

## **WORK ORDER TERMS AND CONDITIONS**

These Terms and Conditions shall control and take precedence over any other terms, including but not limited to terms or conditions that may be contained in any Purchase Order, communication, or other document from Customer which are deemed to be rejected by IEW, unless specifically agreed to in a signed writing by Illinois Electric Works (IEW) and the writing specifically refers to these Terms and Conditions and this provision.

All service times are chargeable at our normal, straight time hourly rates from portal-to-portal and only during our normal, straight-time hours unless otherwise specified in this Work Order. Service times outside of our normal, straight time hours will be chargeable at one and one half times our normal straight time hourly rates. This Work Order is dependent upon the customer providing unrestricted access to all equipment in a logical, organized pattern with minimal delays. Any delays that are not the fault of IEW and cannot be resolved will be identified to the customer's representative at the time of the delay and chargeable over & above the quoted price at the applicable labor rate.

SHIPMENT: To be determined at time of order, based on factory loading, receipt of signed approval drawings, and clarification of technical & commercial details. Changes in speeds, controls, voltages, or lift heights after order entry may incur additional charges or cause delays in shipment from our component manufacturers. IEW is not responsible for the design or engineering of supporting structures, foundations, or flooring. The adequacy of such items is the responsibility of the Customer. IEW shall not be responsible for any shipment or manufacturer delays, or damages, loss, or other costs associated therewith, caused by reasons outside of IEW's reasonable control.

In addition to those amounts specified in the Work Order, if not otherwise provided therein, Customer shall be responsible for the cost of all materials, shipment, freight, handling, taxes, and other costs incurred by IEW in its performance of the Work Order.

Except as noted, all equipment is sold under manufacturer's terms, conditions, and policies. The prices applicable to the Goods are those in effect at the time of Order; provided, however, that in the event of extenuating circumstances that result in significant increases in the prices of the Goods, including with respect to raw materials or components used in production or manufacture thereof, or duties, tariffs or other amounts assessed thereon by a governmental entity, Supplier may adjust in good faith prices charged for the Goods as a result thereof.

IEW reserves the right and option, in its sole discretion, to terminate or cancel any Work Order if IEW determines it will be unable to perform the Work requested. In that event, IEW shall have no further obligation whatsoever to Customer.

All labor and work completed pursuant to the Work Order will be completed in a workmanlike manner.

IEW and Customer are independent contracting parties, and nothing in the Work Order or these Terms and Conditions makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party and nothing in the Work Order creates any form of partnership or joint venture between the Customer and IEW.

Payment terms are Net 30, unless otherwise specified in the Work Order. Failure of Customer to make timely payment in accordance with the Work Order will result in the amount due accruing interest at the rate of 1.5% per month until it is fully paid. In the event Customer shall fail to make full payment, IEW reserves the right to initiate legal action against Customer to recover the amounts due and Customer shall be responsible for IEW's reasonable costs and expenses associated therewith (including reasonable attorney's fees and costs).

All Work Orders will be completed within a reasonable amount of time. Completion may be delayed depending on the availability of equipment and/or materials. Performance may be further delayed due to a force majeure event including but not limited to acts of God, strikes, lockouts, stoppage, scarcity of materials and energy, pandemics or epidemics, incorrect or late delivery despite a careful choice of supplier, natural disasters, fires, floods, windstorms, severe weather, explosions, riots, wars, sabotage, equipment breakdowns, and power failures.

Customer shall ensure the worksite is safe and free of any danger, obstacle or risk or threat of risk to any IEW employee or agent performing the Work.

Customer's acceptance of the Work shall occur on Customer's placing the result of IEW's work into service or 10 days after completion, whichever is sooner.

The parties agree that each will indemnify and hold harmless the other party as to any such claims to the extent that a claim is attributable solely to the acts or omission of one party or its personnel and that party will be responsible for the claim and the indemnification of the other party. To the extent that a claim is attributable or alleged to be attributable to the acts or omissions of either parties or their personnel, the parties will share responsibility for the claim to the extent of each party's respective responsibility. Nothing in this Agreement shall waive or otherwise affect any immunity or defense which either of the parties may have under any statute, regulation, rule, or at common law. In the event that there is any dispute between the parties as to the obligation to indemnify or the extent of an indemnification obligation under this Agreement, the obligation will be determined either by the adjudicator of the underlying claim giving rise to the assertion of an indemnification obligation or, at the election of either party, in a separate proceeding between the parties limited to the determination of the indemnification obligation.

Any claimed or alleged manufacturer's defect of any machine, equipment, tool, part, piece, or other component shall be expressly limited to the remedies provided in any applicable manufacturer's warranty which will be assigned to Customer at acceptance and payment. Any implied warranty of merchantability or warranty that the apparatus can be used for any particular purpose, or any other expressed or implied warranty, except as herein provided, is hereby disclaimed. No representative of Seller has any authority to modify these warranties in any manner. Any action for breach of any of the foregoing warranties must be brought within two years after the cause of action has accrued. CUSTOMER ALSO EXPRESSLY AGREES THAT NO REPRESENTATIONS, WARRANTIES, UNDERTAKINGS OR PROMISES OTHER THAN THOSE EXPRESSED HEREIN WHETHER ORAL, IMPLIED OR OTHERWISE SHALL BE CONSIDERED A PART OF THIS TRANSACTION.

A waiver of any performance under this Agreement on one or more occasions by a party shall not constitute or be deemed a continuing waiver of that same or any other performance under this Agreement.

A finding by a court of competent jurisdiction that any part of this Agreement is invalid or unenforceable shall not affect the remaining provisions of this Agreement.

IEW WILL NOT BE LIABLE TO CUSTOMER FOR EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF USE, SAVINGS OR REVENUE, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS WORK ORDER.

This Agreement and its provisions shall be binding on the parties, their legal representatives, successors, and assigns.

This Agreement shall not be assigned by either of the parties without the consent of the other party which shall not be unreasonably withheld.

This Agreement shall be governed by the law of the State of Illinois excluding, however, choice of law principles.

The parties agree that the jurisdiction and venue for any dispute arising between the parties under this Agreement shall be in the Circuit Court of Madison County, Illinois and the parties expressly waive the right to a jury trial in any lawsuit brought involving any dispute under this Agreement.

This Agreement constitutes the complete agreement of the parties and all prior negotiations are merged herein.

This Agreement may only be amended by a writing signed by all parties to the Agreement.

The provisions of this Agreement which require continuing performance shall not be merged at closing and shall survive closing.

Should any further document be required in order to affect this Agreement, the parties agree to execute such document upon the reasonable request of the other party.

It is expressly agreed by the parties that all provisions of this Agreement are solely for the benefit of the parties and are not for or to be construed to be for the benefit of any third party or to create any right in any third party.

The parties agree at all times to exercise good faith in carrying out the terms of this Agreement and to attempt to resolve any dispute by consultation prior to the initiation of litigation or any other dispute resolution proceedings.