

Purchase Order Terms and Conditions

1. ACCEPTANCE – Contractor's acknowledgement of the terms of this purchase order (this "Order") signed by the President and Chief Executive Officer, without timely express written objection, or Contractor's shipment or performance of any part of this Order, constitutes an agreement to all terms and conditions set forth or referenced herein and on the face of this Order and on any attachments hereto with respect to the purchase by Raleigh-Durham Airport Authority ("RDUA") or the goods or services described on the face hereof (the "Goods" or the "Services"), and such terms and conditions, together with any other written agreement signed by Contractor and RDUA's President and CEO that deals with the same subject matter as this Order, shall constitute the entire agreement between Contractor and RDUA. This Order constitutes an offer by RDUA and expressly limits acceptance to the terms and conditions stated herein. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgement, invoice or in any other communication from Contractor shall be deemed accepted by or binding on RDUA. RDUA hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of this Order, and such provisions are superseded by the terms and conditions stated herein, unless and until RDUA President and Chief Executive Officer expressly assents, in writing, to such provisions. Notwithstanding anything to the contrary herein, if any of the terms or conditions of this Order conflict with or are inconsistent with any of the terms or conditions of a written agreement signed by Contractor and RDUA that deals with the same subject matter of this Order, then the terms and conditions of the agreement shall control. Stenographic and clerical errors and omissions are subject to correction. This Order is not valid without the signature of RDUA President and Chief Executive Officer

2. DEFAULT AND DELAYS IN DELIVERY – Time and rate of delivery are of the essence, except when delay is due to causes beyond the Contractor's reasonable control and without Contractor's fault or negligence. RDUA may by written notice of default to Contractor (a) terminate the whole or any part of this Order in any one of the following circumstances: (1) if Contractor fails to make shipment of the Goods or fails to perform the Services within the time specified herein or any extension thereof; or (2) if Contractor fails to comply with the other terms and conditions of this Order, and (b) procure upon such terms as RDUA shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Contractor shall continue performance of this Order to the extent not terminated and shall be liable to RDUA for any excess costs for such similar Goods or Services and any expenses incurred in connection therewith.

3. PRICES – If Contractor's price to any other customer or the regular market price of any of the Goods or Services is lower than the price stated in this Order on the date of shipment of such Goods or the provision of Services, Contractor agrees to give RDUA the benefit of such lower price. In no event shall Contractor's price be higher than the price last quoted or last charged to RDUA unless otherwise agreed in writing. No charges for transportation or packaging are allowable unless such charges are included in this Order.

4. INVOICES AND PAYMENTS - Unless otherwise authorized by RDUA, Contractor shall issue a separate original invoice for each delivery that shall include RDUA's Order and/or contract number and line item number. Contractor shall forward its invoice to the address specified by RDUA (please email a copy of any invoice to RDUPayables@rdu.com). Unless freight or other charges are itemized, RDUA may take any offered discount on the full amount of the invoice. Payment due date is Net 30 days and shall be computed from the later of the scheduled delivery date, the actual delivery date or the date of receipt of a correct invoice by the Accounts Payable department. Payment shall be deemed made on the date RDUA's check is mailed or payment is otherwise tendered. Contractor shall promptly return to RDUA any amounts paid in excess of amounts due Contractor.

5. QUANTITIES – Shipments must equal exact amounts ordered unless otherwise agreed in writing by RDUA.

6. REJECTION – All Goods shall be received subject to RDUA inspection. Goods/Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Order may be rejected and returned at Contractor's expense or may be accepted at an appropriate reduction in price. RDUA may require Contractor to promptly replace such Goods/Services and, if Contractor fails to promptly replace such Goods, RDUA may contract with a third party to replace such Goods/Services and charge Contractor the additional cost.

7. WARRANTIES – Contractor warrants that all Goods delivered and all Services performed hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by RDUA for the Goods/Services and shall run to RDUA, its customers and any user of the Goods/Services. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. Warranty periods shall not begin prior to acceptance of Goods/Services by RDUA.

8. REMEDIES FOR BREACH OF WARRANTY – In addition to its right to reject nonconforming Goods/Services, RDUA shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the NC General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.

9. TERMINATION – In addition to all of the other rights which RDUA may have to cancel this Order, RDUA shall have the further right, without assigning any reason therefore, to terminate any work hereunder, in whole or in part, at any time. If the termination is not due to Contractor's breach of its obligations: (a) RDUA will pay the Order price for all Goods and Services completed in accordance with this Order prior to the date of termination unless said Goods are part of Contractor's standard commercial product; and (b) RDUA will pay an equitable proportion of the Order price for Goods in process and for all materials acquired for the purpose of fulfilling this Order which Contractor is unable to cancel, return or otherwise use in its operations. RDUA will not be liable to Contractor for any costs for completed Goods or Services, Goods or Services in process or materials acquired or contracted for, if such costs were incurred prior to the date of this Order. Cancellation charges shall be subject to RDUA audit.

10. RISK OF LOSS – Contractor shall have the risk of loss of and damage to the Goods subject to this Order until such Goods are delivered to the destination and accepted by RDUA.

11. CHANGES – RDUA may at any time, by written notice, make changes, within the general scope of this Order, in the Goods, Services, specifications, designs, drawings, quantity ordered, methods of shipment, packaging, or place or time of delivery. If any such change causes an increase or decrease in the cost of or the time required for the performance

of any part of this Order, an equitable adjustment will be made in price or delivery schedule or both as reflected in a signed, written change to this Order. Any claim by Contractor for an adjustment must be made in writing within thirty (30) days of the receipt of any such notice. Nothing contained herein shall relieve Contractor from proceeding without delay to perform this Order.

12. CONFIDENTIAL INFORMATION - (a) Contractor agrees that it will at all times hold in confidence all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by RDUA to Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by Contractor in connection with Contractor's performance hereunder (collectively, "Information"). Contractor shall exercise the same degree of care to prevent disclosure of any information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Contractor shall not, without the prior written consent of RDUA, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of RDUA hereunder. (b) Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to RDUA in connection with the Goods or Services or other performance covered by this Order shall not, unless otherwise specifically agreed upon in writing by RDUA, be deemed to be confidential or proprietary information and shall be acquired by RDUA free from any restrictions.

13. INTELLECTUAL PROPERTY – Contractor agrees to indemnify, defend and save RDUA harmless from all liability, loss or expense, including costs of settlement and attorneys' fees, resulting from any claim that RDUA's use, possession or sale of the Goods/Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret. "Clickwrap" or "Clickthrough" type agreements or licenses shall not be deemed accepted by or binding on RDUA. Any product developed/produced for RDUA becomes the property of RDUA.

14. INDEMNIFICATION – In the event that any Goods or Services sold, delivered or performed hereunder shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless RDUA, its officers, employees and agents, from all loss or the payment of sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods and are contributed to be said condition. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter RDUA premises in the performance of this Order, Contractor agrees that it will indemnify and hold harmless RDUA, its officers, employees and agents, from any loss, costs, damage, expense of liability by reason of property damage or personal injury of whatsoever nature or kind arising out of as a result of, or in connection with such entry. Contractor shall indemnify and hold harmless RDUA, its officers, employees, and agents from any and all claims, demands, suits or actions, of any other nature whatsoever, including reasonable attorneys' fees, and expenses arising from claims related to Contractor's alleged negligent or willful act or omission of any specified, required or requested services.

15. COMPLIANCE WITH ALL LAWS – Contractor warrants, and it is a condition of this Order, that all its performance shall be in accordance with all applicable federal, state and local laws, regulations and orders, including, but not limited to: OSHA; environmental regulations, licenses or permits; and the Fair Labor Standards Act of 1938, as amended.

16. BANKRUPTCY – In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then RDUA shall be entitled, at its sole option, to cancel any unfulfilled part of this Order without any liability whatsoever.

17. GOVERNING LAW AND VENUE – This Order and the acceptance of it shall be a contract made in the State of North Carolina and governed by the laws thereof.

18. MEDIATION – In the event that a dispute arises out of or relates to this Order, or the breach thereof, which cannot be settled through negotiation, Contractor and RDUA agree to try in good faith to settle the dispute by mediation using a certified mutually agreed upon mediator before resorting to litigation.

19. STRICT COMPLIANCE – RDUA may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.

20. GENERAL PROVISIONS – RDUA remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Contractor hereunder, RDUA shall be entitled to recover costs and reasonable attorneys' fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Order, or delegate the performance of any of its obligations hereunder, without prior, express written consent from RDUA.

21. FREIGHT ON BOARD – All shipments are U.S. F.O.B. Destination for domestic shipping or Incoterms DDP for international shipments.

22. TAXES – North Carolina Sales and Use tax applies to RDUA purchases. RDUA is exempt from Federal Excise Tax under Registry No. 56-70-0047K as provided by Chapter 23 of the Internal Revenue Code.

23. IRAN DIVESTMENT ACT – Contractor certifies that; (1) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (2) it will not take any action causing it to appear on any such list during the term of this Purchase Order, and (3) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any such list.