



Terms and Conditions of Services

General. These Terms and Conditions for Services cover the services provided by Consolidated Electrical Distributors, Inc. d/b/a AIMM Services (CED) to Customer as identified on the Statement of Work (Services). Customer purchases the Services subject to these Terms and Conditions. The Agreement between CED and Customer shall consist of the Statement of Work and these Terms and Conditions of Service, and no other terms or conditions of service shall apply to the provision of the Services.

Warranty for Services. CED warrants to Customer for a period of 30 days from the date the Services are provided that the Services shall be performed in a workmanlike manner conforming to industry standards.

Remedies. Remedies under the Warranty will be limited to, at CED's discretion, re-performance of the Services, modification of the Services, or issuance of a credit for the purchase price of the Services involved, but only after receipt of Customer's written notification of non-conforming Services. If re-performance does not cure the defective performance, Customer may request emergency on-site service, which will be at CED's expense. If the defect is not due to warranted Services, the on-site service will be at Customer's expense. On-site warranty services performed at CED's expense shall not include removal or reinstallation costs related to large-scale assemblies such as motors or transformers. The foregoing are the exclusive remedies for any breach of warranty or breach of contract arising from warranted defects.

Warranty Process. Warranty satisfaction is available only if: (a) CED is provided prompt written notice of the warranty claim, and (b) CED's examination discloses that any alleged defect has not been caused by misuse, neglect, improper installation, operation, maintenance, repair, alteration, or modification by other than CED of the Services.

Warranty In Lieu of Other Remedies. THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE.

DISCLAIMER AND LIMITATION OF LIABILITY. NEITHER CED NOR CUSTOMER WILL BE LIABLE TO THE OTHER FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, DATA, OR THE LIKE (WHETHER DIRECT OR INDIRECT) OR FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY TO EACH OTHER FOR ALL OTHER CLAIMS AND LIABILITIES WILL NOT EXCEED THE COST OF THE SERVICES. CED DISCLAIMS ALL LIABILITY FOR GRATUITOUS ASSISTANCE PROVIDED BY CED THAT IS NOT REQUIRED BY THE STATEMENT OF WORK. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT, OR OTHERWISE, AND EXTEND TO THE BENEFIT OF CED'S VENDORS AND SUBCONTRACTORS, IF ANY.

Government Clauses and Contracts. No government contract clauses, specifications, or regulations apply to the Services or this Statement of Work, except to the extent agreed to in writing by CED in the Statement of Work.

Confidentiality. During the term of any Statement of Work to which these Terms and Conditions apply and for a period of three (3) years thereafter, each party will maintain in strict confidence all technical and business data and information disclosed by one party to the other that is marked "Confidential" and will not use or reveal such information without the prior written authorization of the other. The obligations of confidentiality and non-use does not apply to information that: (a) is published or becomes part of the public domain other than by means of a breach of the Statement of Work or these Terms and Conditions; (b) a party can prove by written documentation was known to it prior to disclosure by the other party; (c) a party subsequently rightfully receives from a third party without an obligation of confidentiality; (d) a party discloses to a third party on a non-confidential basis; or (e) was independently developed by the receiving party. Each party will take reasonable precautions to protect the information against unauthorized use or disclosure with the same degree of care as it accords its own proprietary or confidential information of a similar type, but not less than reasonable care. Disclosure of confidential information is not precluded if it is: (i) in response to a valid order of a court or governmental body of the United States or any political subdivision thereof; provided, however, that the disclosing party will first have made a reasonable effort to obtain a protective order requiring that the confidential information be used only for the purpose for which the order was issued; or (ii) otherwise required by law.

Acceptance of Terms. Customer agrees that by signing the Statement of Work, it accepts the Statement of Work and these Terms and Conditions. No addition or modification to these Terms and Conditions or the Statement of Work, including terms appearing in Customer's purchase order, will bind CED unless mutually agreed to in writing.

Acceptance of Services. Acceptance of the Services shall occur when both parties have signed an Acceptance of Services Certificate provided by CED, to be completed within 30 days of providing the final deliverables pursuant to the Statement of Work. If Customer fails to provide a signed Acceptance of Services Certificate, the Services will be deemed to have been accepted 30 days after the final deliverables have been sent by CED with the same effect as if they had signed said Acceptance of Services Certificate.

Changes. Any change resulting from the following circumstances is subject to equitable adjustments to price, scheduling, and other affected terms and conditions: (a) Customer requested changes, including those affecting the identity, scope, and delivery of the Services; (b) concealed or otherwise unknown physical conditions differing materially from those indicated or anticipated in the Statement of Work or that otherwise differ materially from those ordinarily found under similar circumstances; (c) delays caused by Customer, its employees, affiliates, other contractors to Customer, or any other party within Customer's reasonable control; and (d) any emergency endangering persons or property, in such emergency situations CED may act at its discretion to prevent damage, injury, or loss. All changes, except actions necessitated by emergencies as provided in (d) above, must be executed by written

change order signed or otherwise definitively authorized by both parties, and CED will not begin work on a change until it is authorized. All claims must be made within a reasonable time after the occurrence giving rise to the claim.

Temporary Suspension of Work by Customer. Except as set forth in the applicable Statement of Work, Customer may, by providing prior written notice, request that CED temporarily suspend performance and delivery of the Services, in whole or in part. The notice shall specify the portion of the Services to be suspended, the effective date of suspension, Customer's anticipated duration of suspension, and the reasons for the suspension. CED shall suspend performance as requested, except as necessary for the care or preservation of the Services previously executed. On or before the date the suspension begins, Customer must pay CED the unpaid balance of the portion of the Services previously executed plus any additional costs incurred by CED as a result of the suspension. CED shall resume the suspended Services after a change order is executed covering adjustments to the contract price, schedule, and any other affected terms or conditions resulting from the suspension. Unless otherwise agreed, the maximum cumulative period for suspension is 60 days. Upon expiration of this or any shorter period agreed upon as provided above, CED may terminate this Agreement, and Customer shall pay all costs of cancellation (including third-party commitments, reasonable profit, and overhead) upon submission of CED's invoices.

Use of Subcontractors. CED may, in its sole discretion, use subcontractors or other third party service providers to perform the Services indicated on the Statement of Work. In the event a subcontractor allows for a different warranty, CED shall pass said warranties onto the Customer, if possible, and shall work with Customer to obtain warranty satisfaction through the subcontractor.

Safety and Standards. CED is responsible for compliance of the Services with laws, regulations, and standards, including safety regulations and standards, of the jurisdiction where the Services are to be performed and as of the effective date of this Agreement. Customer must inform CED of any other laws, regulations, or standards that may apply to the Services. CED will be responsible for compliance with any such other safety and other standards only if documented in the Statement of Work. CED is not responsible for laws, regulations, or standards that apply to Customer's facility, equipment, process, information system, or data.

Site Rules, Licenses, Permits, Site Preparation. CED agrees to comply with all applicable posted site rules of Customer (unless inconsistent with the obligations set forth in the Statement of Work) and any additional Customer's site rules that have been incorporated into the Statement of Work. Customer is responsible for: (a) all licenses, permits, clearances, and site access rights; (b) all sites being ready and equipped with all necessary Customer furnished equipment and facilities; (c) any required Customer fixtures or facilities being safe, hazard free, structurally sound, and sufficient; (d) reasonable access to the worksite; (e) properly using, calibrating, operating, monitoring, and maintaining all equipment with all provided instructions, warnings, recommendations, and documentation; (f) all other factors affecting the Services that are outside of the direct control of CED; and (g) indemnifying CED for any claims to the percentage extent caused by Customer's breach of its obligations listed in this Section.

Customer Specification. Unless otherwise specified in the Statement of Work, CED does not warrant or indemnify and will not otherwise be liable for: (a) design, materials, or construction criteria furnished or specified by Customer and incorporated into the Services; (b) products supplied by, made by, or sourced from Customer, or vendors specified by Customer, or vendors other than CED; or (c) commercially available computer software, hardware, and electrical components. Any warranty or indemnity applicable to such Customer supplied / specified products will be limited solely to the warranty or indemnity, if any, extended by the original manufacturer to the extent permissible thereunder.

Customer Information. Customer represents and warrants that it has the rights to the information provided or made available by Customer to CED, including but not limited to technical specifications, drawings, source code, application code, communication interfaces, protocols, and all other documentation (Customer Information), for CED to perform its obligations under this Agreement and that such access to and use of Customer Information under this Agreement will not infringe or violate any agreement, confidentiality obligation, copyright, or other intellectual property rights of the original vendor or any other third party. Customer agrees to indemnify, defend, and hold CED harmless from any claims arising out of CED's use of Customer Information pursuant to the Statement of Work. In CED's performance of the Services, CED may obtain, receive, or collect data and information, including Customer's contract information, computer system profile, installation data, and Customer's usage specific data of certain products (Data). In such cases, Customer grants CED a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to facilitate the performance of sales and services by CED and its affiliates, and to facilitate or improve Customer's use of products. In addition, Customer grants CED and its affiliates a license to use and aggregate the Data in support of CED's marketing and sales activities. CED and its affiliates may also use this information in the aggregate, in a form which does not personally identify Customer, to improve products and services, and may share anonymous aggregate data with our third party suppliers and service providers.