

GENERAL: Any special terms and conditions on the face of this Purchase Order shall override these standard terms and conditions. The standard and special terms and conditions are binding for any Purchase Order accepted by the Contractor or Material Supplier.

PRICES: Ship FOB destination. For any changes in pricing, contact the PDC Purchasing Department. Approved freight charges shall be part of the special terms and conditions on the Purchase Order.

GUARANTY: The Contractor or Material Supplier agrees that all items furnished hereunder will function properly when installed or consumed. The Contractor or Material Supplier also hereby guarantees that all applicable laws have been complied with relating to the construction, packaging, labeling and registration. The Contractor's or Material Supplier's obligations under this paragraph shall survive for a period of one (1) year from the date of delivery, unless otherwise specified herein.

TESTING & INSPECTION: Tests may be performed on samples taken from regular shipments. In the event product tests fail to meet the specification, the cost of the sample used and the reasonable cost of testing shall be borne by the Contractor or Material Supplier.

TAXES: PDC is exempt from state sales taxes. Do not include sales taxes in bids or invoices. A sales and use tax exemption form will be provided upon request.

DELIVERY: Delivery must occur within the time specified on the Purchase Order. Consistent failure to meet delivery dates without a valid reason may cause removal from consideration for future purchases. If a delay in delivery is foreseen, contact the PDC Purchasing Department as soon as possible. The PDC Purchasing Department has the right to extend delivery.

DELIVERY REQUIREMENTS: Substitutions or cancellations must be communicated as soon as possible to the PDC Purchasing Department. Delivery shall be made during receiving hours only, 7:00 a.m. to 3:00 p.m., Monday through Friday, unless otherwise indicated or prior approval or alternate delivery has been obtained from PDC. The packing list must be affixed to the outside of each packing container. The PDC Purchase Order number must appear on all packing lists.

INVOICING: The Contractor or Material Supplier shall be paid upon completion of all of the following: (1) submission of an itemized invoice showing Contractor or Material Supplier name and address, invoice date and Purchase Order Number, (2) delivery and acceptance of commodity or service. Invoice(s) must be sent to the "invoice" address on the order. Invoices received containing insufficient information for processing shall be immediately returned to the Contractor or Material Supplier. PDC Purchasing Department must be notified immediately of all price deviations on the Purchase Order. Invoices received that have line item price deviations shall be modified to match the price on the Purchase Order if prior approval is not given.

DEVIATIONS AND CHANGES: Notification must be made as soon as possible to the PDC Purchasing Department of any product changes or deviations. Examples= a change in: location, sub-tier supplier, processes, or materials. Approval must be given before implementation and alternative sourcing provided to the Purchasing Department.

COMPLIANCE: CONFLICT MINERALS/ REACH/ RoHS/ PROP 65: It is the supplier's responsibility to procure material and products free of the materials listed within Conflict Minerals, REACH, RoHS, and PROP 65. Immediate notice must be made to the Compliance Manager & Purchasing Dept. at PDC Facilities.

DEFAULT: All commodities or services provided will be subject to inspection and acceptance by PDC staff after delivery. Backorder, default in promised delivery date, or failure to meet the original specifications of the order authorizes the PDC Purchasing Department to cancel the Purchase Order or any portions of it and procure commodities, equipment and/or services elsewhere and charge the full increase, if any, to the defaulting Contractor or Material Supplier. Consistent failure to meet delivery without a valid reason may cause removal from consideration for future purchases.

VARIATION IN QUANTITY: PDC will not assume any liability for commodities produced, processed or shipped in excess of the amount specified herein.

PDC PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor or Material Supplier hereunder, or in contemplation hereof or developed by the Contractor or Material Supplier for use hereunder shall remain the property of PDC. Said property shall be used only as expressly authorized and shall be returned at the Contractor's or Material Supplier's expense to the FOB point with prior identification of all material being returned.

PATENTS OR COPYRIGHTS: The Contractor or Material Supplier agrees to indemnify and hold PDC harmless from all claims, damages, and costs, including legal fees, arising from infringement of patents or copyrights.

ASSIGNMENT: Any contract entered into pursuant to this Purchase Order cannot be assigned and the duties thereunder may not be delegated by either party without the written consent of both parties of the original agreed upon contract.

OTHER REMEDIES: In addition to the remedies outlined herein, PDC has the right to pursue any other remedy permitted by law or within equity.

GOVERNING LAW: This transaction shall be interpreted and governed by the State of Wisconsin and subject to all the provisions of the Uniform Commercial Code. Contractor or Material Supplier hereby consents to the jurisdiction of the State of Wisconsin and its Federal Courts for the purpose of any suit, action or other proceeding arising out of its obligation hereunder.