

MPW INDUSTRIAL SERVICES GROUP, INC.
GENERAL PURCHASE ORDER TERMS AND CONDITIONS

These General Purchase Order Terms and Conditions (these “Terms”) along with the Purchase Order (the “Order” and collectively with these Terms, this “Agreement”) constitute MPW Industrial Services Group, Inc.’s, on behalf of itself or the subsidiary, affiliate, or company under common ownership identified on the Order (each a “Purchaser”) offer to purchase from “Supplier” (as identified on the Order) the goods and/or services described in the Order. Purchaser may revoke its offer at any time prior to Supplier’s acceptance.

1. Acceptance. Supplier accepts this Agreement by (i) signing the Order and promptly returning it to Purchaser, or (ii) by full or partial performance under this Agreement. By accepting this Agreement, Supplier agrees to be bound by and comply with these Terms, any specifications or instructions in the Order, and any supplement to this Agreement. Supplier acknowledges and agrees that terms and conditions contained in Supplier’s quote or otherwise submitted to Purchaser by Supplier that are different from or in addition to these Terms are not binding on Purchaser and are hereby rejected. This Agreement may be modified only in a mutually agreed writing signed by duly authorized representatives of Purchaser and Supplier that specifically references the modification of these Terms. Supplier acknowledges and agrees that the Order and any obligations or rights created thereunder are between Supplier and the Purchaser identified on the Order and are not applicable to any other Purchaser entity.

2. Delivery; Performance. Supplier shall cause all goods to be shipped to Purchaser’s location as indicated on the Order. Supplier shall be responsible for all shipment and packaging costs unless otherwise shown on the Order, and shall bear all risk of loss of goods prior to Purchaser’s inspection and final acceptance. Supplier shall perform any services promptly, in accordance with the Order and any other directives that Purchaser may provide to Supplier.

3. Inspection. All goods and services are subject to inspection and testing by Purchaser. Purchaser shall accept or reject goods or services within a reasonable time after delivery or performance, unless otherwise noted in the Order. Purchaser’s failure to detect defects shall not relieve Supplier from liability for goods or services not in conformance with this Agreement.

4. Invoices and Payment. Supplier shall supply to Purchaser an invoice for goods and/or services provided. Supplier shall include the Order number, Purchaser Item Number (if applicable), description of goods or services, quantities, unit prices, and total price with any taxes stated separately. Supplier shall not be liable for taxes to the extent that Purchaser submits a valid tax exemption certificate related to the Order. Purchaser shall pay any undisputed amount to Supplier net forty-five (45) days from the date of receipt of invoice.

5. Changes. Purchaser may, at all times prior to delivery, make changes to the Order. If any such changes cause a change in the cost or time required for performance of Supplier’s commitments under this Agreement, Supplier shall notify Purchaser in writing and the parties shall, once mutually agreed, make an equitable adjustment in the form of an amendment to this Agreement.

6. Termination. Purchaser may terminate this Agreement without cause and for any reason upon notice to Supplier, where email communication to the Supplier by Purchaser is agreed to be proper notice. This Agreement shall also terminate immediately upon notice to Supplier if Supplier files for bankruptcy, has a receiver appointed, makes an assignment for the benefit of its creditors, or if it is in violation of any material condition of this Agreement.

7. Warranties. Supplier represents and warrants that (a) all goods and services are free of any claim of any nature by any third party and that Supplier will convey clear title to Purchaser; (b) all services are performed in accordance with generally accepted industry standards, are free from all defects, are fit for the particular purposes for which they are acquired and are provided strictly in accordance with Purchaser’s requirements; and (c) all goods sold are of merchantable quality, free from defects in design, workmanship, and materials and fit for the purpose for which they are purchased. In the event that Supplier breaches any warranty hereunder, then Supplier shall immediately correct or repair the breach (including the use of additional labor, overtime, or equipment) at no additional cost to Purchaser, or Supplier may terminate the Order without further liability to Supplier. In the event that Purchaser must cover the goods or services of Supplier due to the breach of warranty by Supplier, then Supplier shall be liable

for all costs and damages associated with such breach and cover including, but not limited to, Purchaser's indirect, consequential, punitive, and incidental (including overhead and lost profit) costs and damages.

8. Insurance. Supplier shall at all times under this Agreement maintain adequate applicable insurance coverages, including commercial general liability and workers' compensation. Upon request, Supplier shall provide to Purchaser evidence of any and all such coverage.

9. Indemnification. Supplier shall defend, indemnify and hold harmless Purchaser, its officers, agents, employees, and affiliates from any and all claims, demands, loss, or damage by reason of, or arising out of, this Agreement, including any judgments, settlements, costs, and attorneys' fees.

10. Limitation of Liability. In no event is Purchaser liable to Supplier for any indirect, consequential, incidental, exemplary, punitive, or special damages, including lost profit, regardless of how characterized and regardless of the form of action. Purchaser's liability to Supplier is limited to the amount paid to Supplier under this Agreement.

11. Time is of the Essence. Time for delivery of goods or performance of services is of the essence. If Supplier fails to deliver or perform within a reasonable time, Purchaser is entitled to seek all remedies available to it at law or equity. Purchaser reserves the right to implement liquidated damages as set forth on the Order. Supplier agrees to reimburse Purchaser for any and all expenses incurred in enforcing its rights.

12. Audit. Upon notice, at any time under this Agreement and for three (3) years after expiration or termination of this Agreement, Purchaser may audit records related to or concerning this Agreement in Supplier's possession. Additionally, Purchaser has the right to inspect Supplier's place of manufacture/business without notice.

13. Compliance. Supplier shall comply with all applicable federal, state, and local laws, orders, rules, and regulations at all times during its provision of goods and/or services to Purchaser.

14. Assignment. This Agreement may not be transferred or assigned by Supplier without the written consent of Purchaser.

15. Non-Waiver. No delay or failure by Purchaser in exercising any right hereunder and partial or single exercise of any right shall constitute a waiver of that right or any other rights under this Agreement. All rights and remedies of Purchaser under this Agreement are cumulative and are in addition to any remedies provided at law or equity.

16. Non-Solicitation. Supplier hereby agrees to not directly or indirectly solicit or induce or attempt to solicit or induce in any manner any employee of Purchaser to leave employment with Purchaser, excepting solicitations made to the general public. Supplier agrees to pay Purchaser liquidated damages in an amount equal to the gross compensation of the affected employee for the twelve (12) months preceding Supplier's breach of this Section.

17. Severability. In the event any portion of this Agreement is held invalid by a court, tribunal, or other governing body, the remaining portions shall remain in full force and effect to the extent allowed by law.

18. Governing Law. This Agreement is governed by the laws of the State of Ohio. The parties hereby agree the venue for any claim is the federal or state courts in Franklin County, Ohio.