



Purchase Order Terms and Conditions

Scope of Attachment: This attachment provides the terms and conditions by which Supplier agrees to sell and deliver and Buyer agrees to purchase and receive the Goods and/or Services specified on the face of the Purchase Order, subject to the terms of this Agreement.

10000 SE Pine Street
Portland, Oregon 97216

TEL: 800.852.1368
503.254.6600

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Acceptance: Payments for Goods and/or Services shall not constitute Acceptance of the Goods and shall not be considered as evidence of satisfactory performance of the Services by Supplier, nor shall any payment be construed as Acceptance by Buyer of any defective part of the Goods.

Counteroffer: In the event of a counteroffer by Supplier, Supplier acknowledges and agrees that a contract does not exist unless Buyer accepts such counteroffer in writing.

Price: If no price is specified herein it is agreed that the price will be the lowest price for like goods of like quality charged by Supplier from the date here of until the date of delivery and in no event will the price be higher than last previously quoted or charged to Buyer unless notification is received from the Supplier and authorization by the Buyer ensues. Cash discount period calculated from date acceptable invoice is received at AIMCO.

Confidential Information: Buyer and Supplier may have a proprietary interest in certain Confidential Information furnished to each other pursuant to this Agreement. Buyer and Supplier shall keep in confidence and shall not disclose, without the prior written consent of the disclosing party, any such Confidential Information, provided it is disclosed in writing and marked as Confidential Information of disclosure at the time of disclosure. The provisions of this Article shall not apply to Confidential Information which: (i) is or becomes generally known or available to the public without breach of this Agreement, (ii) is received from a third person without limitation or restriction at the time of disclosure, or (iii) was known to recipient, as can be documented by recipient's written records, prior to receiving the disclosure by the disclosing party.

Notwithstanding these restrictions, Buyer or Supplier may disclose such Confidential Information where required by any court, government agency or proper discovery request or to the extent necessary to secure governmental authorization. Prior to making any such disclosure, the recipient of Confidential Information shall, to the extent practicable: (i) provide the discloser with timely advance notice of its intent to comply with the disclosure requirement in order to allow the discloser to make objection to the disclosure requirement, (ii) minimize the amount of Confidential Information to be disclosed consistent with the interests of the discloser and the requirements of the court, government agency or discovery request involved, and (iii) make reasonable efforts to secure confidential treatment of the Confidential Information to be provided or to seek revision of the information request to minimize the amount of Confidential Information to be supplied.



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Upon request of Buyer, and in any event upon termination of this Agreement, Supplier shall, at the sole option of Buyer, either return all of Buyer's Confidential Information including all originals, copies and records thereof, or furnish to Buyer an officer's certificate of destruction of the Buyer's Confidential Information.

Buyer shall have the right to reproduce in any format any and all physical documentation supplied under the terms of this Agreement, provided, however, that such reproduction shall be for the sole use of the Buyer and shall be subject to the same restrictions on use and disclosure as are contained herein.

Time of Delivery: Delivery dates specified herein are of the essence of this contract. Supplier's failure to deliver as specified permits cancellation by Buyer of this order, or any part thereof, without liability to buyer.

Packaging: Materials must be packed and marked in such manner as to permit securing lowest transportation rates. No additional charge for crating, packing, etc. will be allowed unless specifically authorized.

Inspection: Material shall be deemed accepted until after final inspection. The making or failure to make any inspection of, or payment for or acceptance of the goods shall in no way impair Buyer's right to reject nonconforming goods. Defective material will be returned at the Supplier's expense including all transportation charges. Replacement of defective material is subject to the option of the Buyer.

Specifications, Plans and Drawings: The parties agree that specifications, plans and drawings, general and detailed, attached to the Purchase Order or referenced in this Agreement are incorporated herein as an integral part of the Agreement. Any changes in specifications made either by Manufacturer, Supplier or Buyer must be pre-approved in writing by both parties.

Passage of Title and Risk of Loss: Unless otherwise specified, title and risk of loss for each item of Goods shall pass to Buyer upon Delivery.

Warranties, Indemnification and Attorney Fees: In addition to all warranties implied in fact or law, Supplier expressly warrants that all goods covered by this order (i) shall be of good quality and workmanship and free from all defects for a period of 12 months from date of shipment unless other warranty terms have been agreed between the Buyer and Supplier; (ii) shall conform to all specifications, drawings, descriptions and samples approved by Buyer; (iii) shall be merchantable. Buyer's approval of sample furnished for inspection is to assist Supplier and does not relieve Supplier from responsibility to deliver goods conforming to all specifications, drawings and description.

Supplier shall indemnify and hold Buyer harmless against any loss and expense Buyer may sustain because of any defect in goods and supplies here under or of failure of Supplier to deliver goods as herein specified. Supplier agrees to pay reasonable attorneys' fees for Buyer in any action or in any proceedings in any court, directly or indirectly involving a defect in goods supplied here under or of the failure of Supplier to deliver said goods.



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Warranty Claims: Upon receipt of oral or written notice from Buyer of a warranty claim, Supplier shall, if required by the Buyer, at Supplier's sole expense, correct any Work or re-perform any Work that fails to conform to the warranties herein.

Cancellation: In addition to all other rights provided herein and by law, Buyer reserves the right to cancel this order in whole or part if the goods do not conform to any express or implied warranty, if Supplier fails to make deliveries as directed by Buyer or upon Seller's insolvency. If this order requires or authorizes the delivery of goods in separate lots to be separately accepted and if any goods or tender do not conform hereto, Buyer may reject any or all goods affected or the entire installment and any undelivered installments. Buyer reserves the right to cancel any part of this order with respect to goods which have not actually been shipped by Supplier if Buyer's ability to receive or use the goods is affected by any cause beyond its reasonable control and Buyer shall be charged only (i) the contract price for conforming goods when delivered and (ii) Supplier's actual costs with respect to the undelivered goods under this contract (including sums payable or paid by Supplier to settle obligation assumed under the authority of this purchase order), such total charge to be in no event greater than the contract price. Upon such payment all goods in process and finished goods shall become the Buyer's property.

Suspension: The Supplier shall upon Buyer's request suspend shipment and delivery of material or equipment, and all work and operations hereunder, for such period as Buyer may request.

Dies, Tools, Jigs: Unless otherwise herein agreed, die equipment, tools, jigs, fixtures and patterns used in manufacture of goods to be furnished here under shall be supplied by and at the expense of the Supplier and shall be kept in good condition, and shall be replaced when necessary by Supplier without expense to Buyer. Buyer has the option at any time to reimburse the Supplier for the whole or any part of said dies, tools and patterns and replacements, and become the owner and entitled to the possession of same. Supplier shall be responsible for the proper maintenance and safe delivery to Buyer of all die equipment, tools, jigs, fixtures and patterns paid for or supplied by Buyer and the same shall be subject to removal from Supplier's plant on Buyer's written notice.

Patent: Supplier guarantees that materials or supplies specified herein and their sale or use, alone or in combination, will not infringe on any United States or Foreign Patents and agrees to indemnify the Buyer against all judgments, decrees, costs, and expenses resulting from any such alleged infringement.

Compliance with Laws: Supplier shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of the Work, including but not limited to all laws, rules, regulations and ordinances pertaining to occupational health and safety.

Insurance and Indemnification: If Supplier is to perform any services for Buyer on any premises owned or controlled by Buyer or elsewhere, Supplier agrees to: (i) prior to commencing work hereunder furnish to Buyer certificates of its insurance carrier showing that such worker's compensation and liability and property damage insurance is in force; (ii) keep the premises and work free and clear of all mechanic's liens, and furnish to Buyer proper affidavits and/or waivers certifying there to; (iii)



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perform the work at Supplier's sole risk prior to its written acceptance by Buyer and replace at Supplier's sole expense all work damaged or destroyed by any cause whatsoever; (iv) indemnify and save Buyer harmless against any and all loss, damage and expense, direct or indirect, caused by or arising from any damage or injury to property or person, including, without limitation, damage or injury in Supplier's or Buyer's employees or property, caused by or arising from as in connection with such work and public liability insurance covering Supplier's liability hereunder; (v) carry worker's compensation insurance covering all employees to be used by Supplier in connection with such work and public liability insurance covering Supplier's liability hereunder; (vii) indemnify and save Buyer harmless against any and all liability arising hereunder by reason of any applicable employment insurance laws.

Fines: Supplier shall be solely responsible for and shall pay all costs and expenses associated with all fines or other penalties incurred due to Supplier's noncompliance with federal, state or local law, regulation, rule or ordinance pertaining to the Goods.

Independent Contractor: Supplier's status is that of independent contractor, and neither Supplier nor any employees of Supplier are employees of Buyer. Supplier assumes sole and complete responsibility for the employment, control and conduct of its employees. This Agreement does not create a partnership or joint venture between the parties.

Hazardous Materials: If any of the materials furnished pursuant to this Agreement are designated by laws, rules, regulations or ordinances as hazardous or toxic, either in the form to be furnished or as waste upon disposal, Supplier shall notify Buyer and propose a non-hazardous or nontoxic alternative if such an alternative exists. Supplier shall package and label all such materials in accordance with applicable laws, rules, regulations and ordinances and with all applicable certificates, warnings and instructions for shipping, safety, handling exposure and disposal in a form sufficiently clear for use by non-technical personnel. Supplier must provide appropriate MSDS (Material Safety Data Sheet) on all hazardous materials delivered.

Records and Right to Audit: Supplier shall keep accurate and complete books of account, records, documents and other evidence related to the negotiation, pricing and performance of this Agreement, and any change or modification hereto. Documents will be made available at the Supplier's office for inspection, audit and reproduction. Each party shall bear its own costs incurred in connection with any such inspection or audit.

Publicity: No information relative to this Agreement or the Work shall be released by Supplier for publication, advertising or for any other purpose without the prior written approval of Buyer or Corporate Officer.

Governing Law and Jurisdiction: This Agreement shall be governed by the laws of Oregon State, without giving effect to the choice of laws principles thereof, and is deemed to have been executed, entered into and performed within Portland, Oregon. The parties hereby irrevocably submit to jurisdiction in Oregon State, and venue shall lie in the Multnomah County Courts. The parties hereby waive any objection to such jurisdiction and venue.



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Delays and Force Majeure: If Supplier is delayed at any time in the progress of the agreement by an act or omission of the Buyer or by any Supplier (other than Supplier or any representative, agent, or subcontractor of Supplier) employed by the Buyer and over which Supplier has no control, or by strikes, lockouts, fire, unusual delay in transportation, Acts of God, war or other causes over which the Supplier has no control (each a "Force Majeure Event") then the time of complete will be extended for such reasonable time as the parties will decide, and no adjustment will be made in the price for this agreement provided however the Supplier will use best efforts to eliminate the Force Majeure Event as quickly as possible. If the Force Majeure Event remains in effect for more than thirty (30) days, the Buyer will have the right, without limiting the Buyer's other remedies, to terminate this agreement immediately upon written notice to the supplier. The Buyer will not grant an extension as a result of any such delay if the Supplier fails to provide written notice to the Buyer's designated representative within twenty-four (24) hours of commencement of such delay indicating the reasons for and the expected length of the delay. In the case of continuing cause of delay, Supplier needs to provide only one notice to the Buyer.

Miscellaneous: Buyer as used herein means AIMCO, its successors and assigns.

In additions to all other rights of inspection herein expressed or implied by law, Buyer reserves the right to inspect any work being performed by the Supplier and inspect Supplier's equipment and facilities, at any time during business hours. Whenever Buyer has the right to demand of Supplier adequate assurance of due performance, Buyer shall be the sole judge of the adequacy of assurance given by seller. No delay or omission by Buyer in exercising any right or remedy hereunder shall operate as a waiver thereof.