

STANDARD TERMS AND CONDITIONS

AGREEMENT. This Purchase Order constitutes the entire agreement between the parties and supersedes all other agreements and understandings, whether written or oral, between the parties with respect to the goods and/or services covered by this Purchase Order. This Purchase Order shall not be construed as an acceptance of any previous offers by Seller, and with respect to any such previous offers, this Purchase Order shall operate as a rejection and counteroffer. Seller's return to FORCE America of a copy of this Purchase Order or other written or oral acknowledgement of Seller's acceptance of this Purchase Order, or Seller's commencement of any performance under this Purchase Order shall constitute Seller's acceptance of the terms of this Purchase Order. FORCE America objects to the inclusion of any different or additional terms proposed in Seller's acceptance of this Purchase Order, and if such terms are included in Seller's acceptance of this Purchase Order, Seller agrees that a contract of sale will nevertheless result upon only the terms stated in this Purchase Order.

DELIVERY AND INSPECTION. Time is of the essence with respect to the performance of this Purchase Order. FORCE America may accept or return goods received after their required delivery date without waiving FORCE America's right to return subsequent shipments delivered after the required delivery date. All goods shall be received subject to FORCE America's right of inspection and rejection at any time after receipt. If goods are returned to Seller, they shall be returned at the Seller's expense.

COMPLIANCE WITH LAWS. Seller represents and warrants that the goods and/or services covered by this Purchase Order were manufactured, priced and delivered in conformity with all applicable laws, rules and regulations.

INDEMNIFICATION. Seller agrees to defend, indemnify and hold FORCE America harmless with respect to all claims, liabilities, damages or expenses (including attorneys' fees) relating to or arising out of any defects or nonconformities associated with any goods and/or services furnished

to FORCE America under this Purchase Agreement, including, without limitation: (a) any claims for infringement of any patents, copyrights and/or trademarks; (b) any claims for death, personal injuries, property damage and/or economic loss.

CONFIDENTIAL INFORMATION. Seller agrees that information furnished by FORCE America to Seller in connection with this Purchase Order constitutes confidential business information. Seller further agrees not to use or disclose any such information for any purpose other than fulfilling its obligations to FORCE America under this Purchase Order.

WARRANTY. Seller warrants that all goods and services furnished to FORCE America under this Purchase Order (a) shall conform to all applicable specifications and descriptions; (b) shall be free from any defects in design, material or workmanship; (c) shall be of merchantable quality; and (d) shall be fit for FORCE America's particular use. In addition to any other rights or remedies available to FORCE America, Seller agrees that FORCE America shall not be required to pay for any goods and/or services that fail to comply with any of these warranties.

LIENS. All goods to be delivered by Seller under this Purchase Order shall be free and clear of any and all liens and encumbrances.

GOVERNING LAW. This Purchase Order shall be governed by and construed in accordance with Minnesota law.

JURISDICTION AND VENUE. Seller agrees that any dispute relating to or arising under this Purchase Order shall be venued in state or federal court in Minnesota. Seller consents to personal jurisdiction of the courts of Minnesota and waives any claim that venue in such courts is inconvenient.

ATTORNEYS' FEES. Seller agrees that the prevailing party in any dispute relating to or arising out of this Purchase Order shall be entitled to recover its attorneys' fees, costs and disbursement.