

Midwest Service Center (L.L.C.), an Illinois Limited Liability Company Corporation organized and existing under the laws of the State of Illinois hereinafter referred to as Midwest Service Center, offers to compensate Contractor for certain work and services performed by Contractor as set forth herein, subject exclusively to the specific details identified on the Purchase Agreement Form; and such plans, specifications, or other documents as are incorporated by reference on the Purchase Agreement Form; and with such additional terms and conditions as are mutually approved in writing by the parties in a Change Notice; and the following terms and conditions; all comprising an Agreement between the parties referenced on the Purchase Agreement Form.

1. AUTHORITY AND COMMUNICATIONS

A) Whenever the word or reference to Midwest Service Center appears in this Agreement with respect to authorization for such items as (1) assignment, subcontracting; (2) substitutions, extras; (3) changes; (4) termination, cancellation; (5) claims; and (6) other such authorizations; the word and reference is deemed to mean and only mean, Midwest Service Center's Purchasing Department. No other person or department of Midwest Service Center is so authorized to act. Claims by Contractor for adjustments, changes, increases or deletions to the work and services, terms and conditions, schedule, price or payment will not be allowed unless the said authorization shall have been duly granted in writing prior to implementation by Midwest Service Center's Purchasing Representative (Buyer). B) All written communications, submittals or other official documentation must be directed to Midwest Service Center's Purchasing Representative (Buyer) and shall reference the Purchase Agreement number of this Agreement. Informal verbal communications from or to other Midwest Service Center personnel on technical matters are permitted; however, any agreements resulting from such communications shall be binding on both parties if (1) the agreements are confirmed to the Midwest Service Center Purchasing Representative (Buyer) in writing within thirty (30) days and approved by Midwest Service Center (Buyer) through the issuance of a Change Notice or, (2) a Change Notice issued by Midwest Service Center (Buyer) confirming such agreements is not objected to within ten (10) days of issuance. C) All notices required or permitted to be given under this Agreement may be given by either party by depositing same in the United States Mail, enclosed in a sealed envelope with first class postage thereon, addressed to the other at the address shown on the Purchase Agreement Form. The address of either party may be changed by written notice to the other. Any notice of either party shall be deemed to have been given and received within thirty-six (36) hours after the same has been mailed in the manner set forth herein. The foregoing shall not be deemed to preclude the use of other means of notification other than oral or to invalidate any notice properly given by any such other means other than oral. D) Contractor has no authority whatever, express or implied, by virtue of this Agreement to commit Midwest Service Center in any way to perform in any manner or to pay money for services or materials. E) The whole and entire agreement between Midwest Service Center and Contractor is set forth in this Agreement and the parties are not bound by any agreements, understandings or conditions otherwise than as expressly set forth and stipulated hereunder; and this Agreement may not be changed or modified in any manner other than by a Change Notice to this Agreement mutually signed by the parties hereto.

2. INSPECTION

A) All parts of the work shall, throughout the time of performance of this Agreement, be subject to inspection and test by Midwest Service Center or such of its agents, employees, or representative as it may designate. The contractor shall provide all such persons with safe and proper facilities for access to and inspection of the work both at the work site or other source of supply where any equipment, material or other part of it may be located. The Contractor shall give Midwest Service Center notice of the readiness of the work or any part of it for any special inspection or test which may be required by this Agreement or by any applicable law or public regulation. Midwest Service Center shall make all of its inspection and tests in such manner as not to delay the work unduly. No part of the work as to which any specific inspection is required shall be covered up until such inspection has been completed. If such work is covered, then it shall be uncovered and replaced at the Contractor's expense. B) No inspection, failure to inspect, or waiver of inspection on the part of Midwest Service Center or anyone acting on its behalf shall relieve the Contractor of its duty to complete the work in full accordance with the requirements of this Agreement. Should it appear at any time prior to final inspection and final payment whether as a result of any inspections or test or otherwise, that any part of the work is defective or does not conform to the requirements of this Agreement, Midwest Service Center shall with respect to any such defective or non-conforming work or any separate part thereof have the right, at its election, to: 1) Require the Contractor, within such reasonable time as may be fixed by Midwest Service Center and at the Contractor's sole expense, to correct such work or part, to remove from the site all defective or non-conforming materials and equipment, and to make good all property and work of Midwest Service Center or of any other contractor which may have been damaged by the defective or non conforming work or part by the removal or replacement of the same; 2) Perform or have performed all work necessary for the accomplishment of the results stated in the work of this Agreement and withhold or recover from the Contractor the cost of such work; or 3) Accept the defective or non-conforming work or part upon the making of an equitable reduction in the Agreement price. All punch list items shall be resolved to Midwest Service Center's satisfaction and fully complete prior to acceptance of the work and final payment.

3. TERMS OF PAYMENT

A) Payment shall be made only upon receipt of satisfactory invoice detailing the request for payment and only when Midwest Service Center is able to determine that the work and services have been performed in accordance with this Agreement. Any such payment(s), including final payment, shall not relieve the Contractor of any remedies Midwest Service Center may have in regard to this Agreement. B) Approved invoices shall be paid by check issued in U.S. dollars (\$) and mailed to the address indicated on the invoice within forty five (45) days from the date of the invoice. Unapproved invoices will be returned to the Contractor for reissue when appropriate and/or corrected. C) Should payment or return of unapproved invoices not occur within forty five (45) days of the date of the invoice, Contractor shall notify Midwest Service Center (Buyer) with a copy of referenced invoice for resolution.

4. SCHEDULE/COMPLETION

A) Time is of the essence. Contractor shall provide sufficient labor, material, services, management forces, plant and equipment working such hours, including night shift, overtime, weekends and holidays as may be required by Midwest Service Center to assure compliance with the established schedule and/or completion date. B) Should the Contractor be delayed in the performance of the work by any act or omission on the part of Midwest Service Center, act of God, or other cause beyond its reasonable control including, without limitation, shortage of materials or equipment (providing the contractor has ordered all necessary material and equipment at the proper times and used reasonable effort to obtain delivery of such materials and equipment at the time and in the order required to carry on the work properly), strike or similar obstructive action by employees or labor organizations, fire, flood, earthquake, or civil disturbance, Midwest Service Center will upon the written request of the Contractor and by written change order, extend the time of completion for a period equal to the length of such delay. No such extension shall be made, however, unless the Contractor shall within five (5) days after the beginning of such delay, have given Midwest Service Center written notice of the delay and the cause thereof. In the event of any extension of the total time of completion, as provided herein, corresponding adjustments shall be made in any schedules which are a part of this Agreement. The extension of the time for completion of the work, in the manner provided above, shall constitute the sole relief to which the Contractor is entitled by reason of any delay, and the Contractor shall make no claim for additional compensation or damages by reason of any delay.

5. OWNERSHIP

A) Contractor shall make prompt and complete disclosure to Midwest Service Center of all inventions and discoveries made or conceived, alone or with others while this Agreement is in effect, or within three (3) years thereafter, which arise out of or relate to the work and services rendered under this Agreement. The Contractor shall keep necessary records, including notes, sketches, drawings, models and data supporting all such inventions and discoveries made, alone or with others, during the course of performing the services described in this Agreement and will furnish to Midwest Service Center, upon request, all such records. B) All data, drawings, designs, artwork, photographs, programs, software, specifications and all information including innovations contained therein to the extent generated or developed under this Agreement by Contractor at Midwest Service Center's expense shall be the property of Midwest Service Center. Furthermore, any data, drawings, designs, artwork, photographs, programs, software, specifications and all information contained therein actually delivered to Midwest Service Center shall become the property of Midwest Service Center and may be used by Midwest Service Center for any purpose, whatsoever, irrespective of any statement to the contrary appearing on such data, drawing, designs, software, specifications or other information. Unless otherwise approved by Midwest Service Center (Buyer) in writing, and without additional cost to Midwest Service Center, it is the sole responsibility of Contractor to obtain any and all licenses and rights necessary to afford Midwest Service Center the foregoing rights. C) Title to all work completed or in the course of completion and to all materials on account of which any payment has been made shall be deemed transferred to Midwest Service Center, but this shall not limit or affect Midwest Service Center's right to require the correction of defective or non-conforming work or relieve the Contractor of any obligation arising under this Agreement. D) In the event payments are made by Midwest Service Center prior to completion, Contractor shall execute and deliver such security agreements, financing statements and other documents as may be deemed necessary by Midwest Service Center to protect its rights herein. E) In the performance of the work and services hereunder, the Contractor shall act solely as an independent contractor and nothing herein contained or implied will at any time be so construed as to create the relationship of employer and employee, partnership, principal and agent, or joint adventurer as between Midwest Service Center and Contractor. Contractor shall provide control, supervision, direction and take responsibility for any work performed under this Agreement. The manner and method of implementing and

completing any work to be performed hereunder will be left to Contractor's control and professional judgment.

F) To the maximum extent that such agreement is valid under applicable law, the Contractor, for itself, its subcontractors, immediate and remote, and all material, men, laborers, and other parties acting through or under it, agrees that no mechanic's liens, claims or encumbrances shall be filed or maintained by it, them, or any of them against any property of Midwest Service Center (and/or any property of a third party wherein such work/services may be performed) for any work done or material furnished for or in connection with the performance of the work, and expressly waives and relinquishes the right to file or maintain any such lien or claim. The Contractor shall, from time to time, at Midwest Service Center's request and in any event prior to final payment, furnish to Midwest Service Center such receipts, releases, affidavits, certificates and other evidence as may be necessary to establish to the reasonable satisfaction of Midwest Service Center that no lien, claim or encumbrance against Midwest Service Center's property (and/or any property of a third party) or right to file any such lien, claim or encumbrance exists in favor of any person whomsoever for or by reason of any material furnished, labor performed, or other thing done in connection with the performance of work and services under this Agreement. G) Upon termination, including expiration of term or completion of work, Contractor shall immediately surrender and return to Midwest Service Center all information, equipment, furnishings, supplies or other property of Midwest Service Center in the same good order and condition as when received by Contractor with reasonable wear and tear expected.

6. RISK OF LOSS

Contractor, by execution of this Agreement, represents that he has visited or has had full opportunity to examine the site upon which the work is to be completed; that he has satisfied himself as to the requirements of the work and all conditions which may affect the work; that his entry into this Agreement has not been induced either wholly or in part by any promises, representations or statements on behalf of Midwest Service Center other than those set forth in this Agreement. The Contractor further represents that the price set forth in the Agreement has been determined with due regard to all such conditions and requirements affecting the work, as well as the difficulties and delays incident to work of the nature contemplated hereby, and agrees that no claim for any increase in such price shall be made except as specifically provided in this Agreement.

7. CHANGES

Midwest Service Center shall have the right to make changes without notice to the sureties of the Contractor, if any, in the work, either by altering the nature of the same or by adding to or deducting from it. All changes shall, except in the case of emergencies endangering the safety of persons or property, be made in writing. The Contractor shall promptly comply with any and all written Change Notices. No such change shall be deemed to invalidate the Agreement. If any change ordered by Midwest Service Center causes an increase or decrease in the cost or time required for performance of the work, an equitable adjustment shall, upon the request of either party, be made in the contract price or time of performance or both. Any claims of the Contractor for such adjustments shall, except in the case of emergency changes as described herein, be made prior to the Contractor's commencement of performance of the changes on which they are based and shall, if not made prior to such time, be conclusively deemed to have been waived.

8. ASSIGNMENT AND STATUS

A) Contractor may not assign this Agreement nor any rights or obligations hereunder without Midwest Service Center's prior written consent. Any purported assignment without such prior written consent shall be void. B) Contractor shall immediately notify Midwest Service Center of any change in its status including, but not limited to: bankruptcy, insolvency, change of ownership or control, strike or work stoppage.

9. INFRINGEMENT

A) Contractor shall, at its own expense, defend any suit or proceeding brought against Midwest Service Center, and/or its licensees or customers, mediate and immediate, so far as based on any allegation that any goods, material, equipment, software, device, item, method, or article (hereinafter referred to as Product), or any part thereof furnished hereunder constitutes an infringement of any claim of any patent, copyright, trade secret, or other intellectual property right, provided that Contractor is notified in writing and given authority, information and assistance for the defense of said suit or proceeding. Contractor shall pay all damages and costs awarded in any suit or proceeding so defended. B) In case the Product or any part thereof furnished hereunder is held, in any suit or proceeding so defended, to constitute infringement and its use is enjoined, Contractor shall, at its option and its own expense, in a timely manner either (1) procure for Midwest Service Center and its licensees and customers, mediate and immediate, the right to continue using said Product or part thereof, or (2) replace it with a substantially equivalent non-infringing Product, or (3) modify it so it becomes non-infringing, but is substantially, functionally equivalent.

10. COMPLIANCE WITH U.S. LAWS AND STANDARDS

A) Contractor shall comply with all applicable executive orders and federal, state, municipal and local laws of the state in which the services are performed as well as all rules, orders, requirements and regulation thereunder, including the Fair Labor Standards Act of 1933 and the Occupational Safety and Health Act of 1970.

Contractor shall comply with all applicable laws, codes and standards, including, but not limited to, ANSI, ASME, AIEE, ASTM and NEMA in effect at the time this Agreement is placed unless otherwise specified in this Agreement. B) The Contractor shall obtain all building permits and other permits or licenses, but not easements or other permanent interests in real property, which may be required in connection with the performance of the work, and shall give all notices, pay all fees, and take all other action which may be necessary to insure that the work is performed in accordance with all applicable statutes, ordinances, rules and regulations including, without limitation, the Fair Labor Standards Act, any statutes regarding qualification to do business, and any statutes prohibiting discrimination among employees because of race, creed, color, national origin, age or sex or the employment of convict labor. The Contractor shall promptly examine the work requirements and other Agreement documents reporting to Midwest Service Center any respects in which it appears that such work or requirements fail to conform to any applicable statute, rule, regulation, or ordinance. At or before the time of Midwest Service Center's final acceptance of the work, the Contractor shall deliver to Midwest Service Center all certificates, receipts, or other evidence of approval, acceptance or payment of fees which may be required to establish the compliance of the work with all applicable statutes, rules, regulations and ordinances.

11. TERMINATION

A) Midwest Service Center may terminate this Agreement for its convenience, in whole or in part, at any time by written notice whenever it determines such termination to be in its best interest. In such event, Contractor shall promptly comply with the directions contained in such notice and shall, subject to such direction, (1) take all necessary action to terminate the work as provided in the notice, minimizing costs and liabilities; (2) protect, preserve and deliver any property related to this Agreement which is in Contractor's possession pursuant to Midwest Service Center's direction; (3) Continue the performance of such part of the work, if any, as may not have been terminated by this notice. B) In the event of termination for convenience of Midwest Service Center, if Contractor at the time of such termination shall have in stock or on firm order any completed or uncompleted items or any raw, semi-processed or completed materials for use in fulfilling this Agreement, then: (1) in the case of completed items or materials Midwest Service Center may either require delivery of all or part of the completed items or materials and make payment thereof at the purchase price, or, without taking delivery thereof, pay Contractor the difference, if any, of the purchase price over the market price at the time of termination; and (2) in the case of uncompleted items or raw or semi-processed materials, Midwest Service Center shall, at its option, either require Contractor to deliver all or part of such items or materials at the portion of the purchase price representing their stage of completion, or, without taking delivery thereof, pay Contractor with respect to such items or materials as are properly allocable to this Agreement, a portion of the purchase price representing the stage of completion of such items or materials, reduced by the higher of the market or scrap value of such items or materials at such stage of completion; and (3) in the case of items or materials which Contractor has on firm order, Midwest Service Center shall, at its option, either take an assignment of Contractor's right under such order or pay the costs, if any, of settling or discharging Contractor's obligation under such order. C) Midwest Service Center shall have the right, by written notice to Contractor, to terminate the whole or any part of this Agreement for default: (1) if Contractor fails to complete such work or to perform the services within the time or in the manner provided under this Agreement; or (2) if reasonable grounds for insecurity arise with respect to Contractor's performance and Contractor fails to furnish adequate assurances within ten (10) days after a written demand by Midwest Service Center for such assurance; or (3) if Contractor becomes insolvent or makes an assignment for the benefit of creditors, commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings; D) In the event Midwest Service Center terminates this Agreement, in whole or in part, for default, Midwest Service Center may procure, upon such terms as Midwest Service Center may deem appropriate, items, materials, work and services similar to those so terminated and Contractor shall be liable to Midwest Service Center for any excess costs for such similar items, materials, work and services. In addition, Midwest Service Center may, at its option, require Contractor to deliver to Midwest Service Center any completed or partially completed items, materials, work and services related to this Agreement by accounting for such action in accordance with sub-paragraphs (1) and (2) of Paragraph 11 (B) above for such delivered items, materials, work and services, or by taking an assignment of Contractor's rights pursuant to sub-paragraph (3) of said paragraph 11 (B); E) Should the Contractor at any time (1) be adjudicated a bankrupt, make a general assignment for the benefit of creditors, make or permit the appointment of a receiver for all or substantially all its property, or fail or refuse to prosecute the work diligently or (2) fail to perform any other requirement of this Agreement and not cure such failure within ten (10) days after written notice thereof from Midwest Service Center, Midwest Service Center shall have the right, at its election and without prejudice to any other remedies, to take possession, for the purpose of completing the work, of all materials, tools, equipment, and appliances at the work site, and either complete or employ any other person or persons to complete the work. In case of such termination of this Agreement, the Contractor shall not be entitled to any further payment until the work

has been fully completed and accepted by Midwest Service Center at which time (a) if the unpaid balance of the Agreement price exceeds the expense (including, but not limited to, the cost of completing the work) sustained by Midwest Service Center on account of the Contractor's default, the amount of such excess shall be retained by Midwest Service Center without further obligation to the Contractor but (b) if such unpaid balance is less than the expense and consequential damage sustained by Midwest Service Center, the Contractor shall pay the amount of such deficiency to Midwest Service Center.

12. SUBCONTRACTING

A) Contractor shall not subcontract any portion of the work without prior written approval of Midwest Service Center. Unless otherwise specified, this restriction shall not apply to purchases of raw materials or standard commercial items or services. B) Contractor, if required by Midwest Service Center, shall disclose in writing, the extent of any subcontracting and/or purchased materials, equipment or services anticipated on this Agreement. C) Any notice provided by the Contractor and any such consent by Midwest Service Center shall not relieve the Contractor of full responsibility for the performance of the work in accordance with all the requirements of this Agreement. The Contractor shall, notwithstanding any approval by Midwest Service Center, remain as fully responsible for the acts and omissions of all subcontractors and materials suppliers including their respective agents and employees as it is for its own acts and those of its agents and employees.

13. WARRANTY

A) Contractor warrants that any equipment or manufactured items shall be free from defects in design, workmanship and materials; shall be of the kind and quality described in the specification; shall be fit for the purpose intended; shall perform in the manner specified and shall comply with all requirements of this Agreement, until one (1) year after first placed into service by Midwest Service Center, not to exceed 18 months after completion. Contractor shall correct any nonconformity with this warranty at its sole expense, as directed by Midwest Service Center, by promptly: (1) repairing or replacing the nonconforming work (including correcting any plans, specifications or drawings affected); (2) furnishing Midwest Service Center any materials, parts and instructions necessary to correct or have corrected the nonconformity; or (3) paying Midwest Service Center a portion of the purchase price as is equitable under the circumstances. B) Contractor warrants that work and services furnished by it shall reflect the highest standards of professional knowledge and judgment; shall be free from defects in workmanship; and shall be in compliance with all requirements of this Agreement, until one (1) year from the acceptance of all such work or services. Contractor shall correct any nonconformity with the warranty at its sole expense, as directed by Midwest Service Center, by promptly: (1) correcting the nonconforming work or services; or (2) paying to Midwest Service Center a portion of the purchase price as is equitable under the circumstances. C) The warranty with respect to any corrected equipment or services shall be subject to the same terms as the warranty provided for in paragraphs 13 A) and B). D) Nothing contained in this Agreement shall be deemed to limit Contractor's liability for latent defects, fraud or gross negligence. E) The warranty here in expressed shall not be sole and exclusive and is extended to include additional warranties as provided for in the specifications or other requirements provided for in this Agreement.

14. MIDWEST SERVICE CENTER INFORMATION

A) All information, including but not limited to, programs, software, data, drawings, designs, specifications, photographs, sketches, artwork, etc., relating to work under this Agreement furnished by Midwest Service Center to Contractor or developed by Contractor in the performance of this work shall (except to the extent such information has been independently developed prior to this Agreement by Contractor or is received by Contractor from a third party without restriction) be treated by Contractor as Midwest Service Center's proprietary information and shall not be used or disclosed except as may be necessary in the performance of the Agreement and then only on a confidential basis with the prior written consent of Midwest Service Center. To the extent applicable, any such Midwest Service Center proprietary information developed by Contractor hereunder shall be considered a work for hire, for which Midwest Service Center may apply copyright or other form of intellectual property protection in its own name. B) All information, including but not limited to, programs, software, data, drawings, designs, specifications, photographs, sketches, artwork, advertising, etc., related to the work under this Agreement, which Contractor desires to release or publish, shall be submitted to Midwest Service Center for written approval prior to such release or publication.

15. RESOLUTION OF CONFLICTS OR INCONSISTENCIES OCCURRING IN THIS AGREEMENT.

It is the responsibility of the Contractor to comply with these and all referenced documents and to clarify with Midwest Service Center any inconsistencies or conflicts in any part of this Agreement. Should Contractor fail to contact Midwest Service Center (Buyer) to resolve any such conflicts or inconsistencies, Contractor will be solely responsible for any errors resulting from any conflicts or inconsistencies occurring in any part of this Agreement. Where documents are referenced, the issue date in effect at the time of this Agreement or change notice placement shall be applicable, unless another issue date is specified.

16. TAXES

A) The purchase price shall not include sales or use taxes imposed upon the sale or use of tangible personal property or services contemplated by this Agreement, and such taxes, if applicable, are for Midwest Service Center's account. If Contractor is registered to collect applicable sales or use taxes, it shall do so as an addition to the purchase price, unless Midwest Service Center furnishes an exemption claim. All other taxes imposed on the work and services are for the account of the Contractor, including, but not limited to, property taxes (and/or inventory tax), excise, transportation, privilege and occupational imposed with respect to the work, equipment, materials and services for which title has passed to Midwest Service Center pursuant to this Agreement that may be levied while the work, equipment, materials and services are being stored by Contractor or are otherwise in Contractor's custody. B) It is understood that Midwest Service Center has no obligation under local, state or federal laws regarding the Contractor or any employees, agents or subcontractors employed by the Contractor and that the total commitment and liability of Midwest Service Center in regard to any arrangement or work performed hereunder is to pay the fees and expenses pursuant to the provisions hereof. All taxes applicable to any amounts paid by Midwest Service Center to the Contractor under this Agreement will be the Contractor's liability and Midwest Service Center shall not withhold, nor pay any amounts for federal, state or municipal income tax, self-employment tax, social security, unemployment or worker's compensation. For individuals without an employer's tax identification number, Midwest Service Center shall annually file with the Internal Revenue Service a Form 1099 reflecting the gross annual payments by Midwest Service Center to the Contractor (Individual), pursuant to this Agreement. The Contractor (Individual) hereby acknowledges personal income tax liability for the self-employment tax imposed by Section 1401 of the Internal Code and the payment, when applicable, of estimated quarterly Internal Revenue Service Forms 1040-ES: Declaration of Estimated Tax by Individuals. Upon request by Midwest Service Center, the Contractor shall provide documentation evidencing compliance with all applicable federal, state and municipal income tax, self-employment tax, social security, unemployment, worker's compensation or other employment laws in regard to the work performed under this Agreement. C) Contractor shall indemnify and save Midwest Service Center harmless from and against any liability for any such taxes, premiums and contributions.

17. INSURANCE AND INDEMNITY

A) Prior to commencing work on the premises owned, controlled or used by Midwest Service Center or Midwest Service Center's designated locations, Contractor shall provide safety protection for personnel in accordance with applicable laws, regulations and site procedures. In the event Contractor fails to provide such protection, Midwest Service Center may order Contractor to cease work until such protection is afforded. If Contractor is unable or refuses to take corrective action, Midwest Service Center may contract for or otherwise accomplish a continuation of the work and back-charge Contractor the excess cost occasioned Midwest Service Center thereby. B) Contractor shall indemnify and save harmless Midwest Service Center and any Midwest Service Center designated third party from and against all losses, liabilities, claims or demands whatsoever (including without limitation, all costs, expenses and attorney's fees), arising out of any personal injury (including death) or any damage to or loss or destruction of property, in any manner based upon, occasioned by, or attributable or related to performance under this Agreement whether by Contractor, its subcontractor, any employee of the Contractor or its subcontractor, except where such injury to or death of persons or damage to or loss or destruction of property is due to the extent of the negligence of Midwest Service Center, its officers, agents or employees. The foregoing indemnity shall not apply to loss, damage or loss of use of any property, or injury or death of persons arising out of or resulting from a nuclear incident as defined in the Atomic Energy Act of 1954 as amended. C) Contractor shall maintain in effect and require its subcontractors to maintain in effect during performance of any work on premises owned or controlled by Midwest Service Center, or Midwest Service Center's designated locations, insurance of the types and with respect to the limits set forth below, and shall furnish satisfactory evidence of such insurance coverage to Midwest Service Center. (1) Worker's Compensation Insurance in accordance with the statutory requirements of the state in which the work is performed (including waiver of subrogation). (2) Employers Liability Insurance with a minimum limit of \$1,000,000. (3) Comprehensive General Liability Insurance (including coverage for products/completed operations, broad form property damage and contractual liability) with \$2,000,000 each occurrence and aggregate. (4) Comprehensive Automobile Liability Insurance including coverage for owned, hired and non-owned automobiles with minimum limits of \$2,000,000 per occurrence. (5) name Midwest Service Center as additional insured. Neither the procurement, maintenance or acceptance of insurance coverage by Midwest Service Center shall relieve Contractor of liability for loss or damage in excess of the policy coverage or limits specified herein.

18. GOVERNMENT ORDERS

When the material, equipment, work or services furnished are to be used in the performance of a contract or subcontract with a governmental body or other entity requiring compliance with similar laws and regulations, Section 19 and the additional and supplementary terms and conditions attached hereto shall apply.

19. EQUAL EMPLOYMENT OPPORTUNITY

A) Contractor shall comply with all applicable provisions of Executive Order 11246 of September 24, 1965, as amended, the terms of which are incorporated herein by reference and made a part hereof. B) Contractor is hereby notified that it is the policy of Midwest Service Center to provide equal employment opportunity and to adhere to Federal, state and local laws pertaining thereto. Appropriate action shall be taken by Contractor, with respect to itself and any of its subcontractors, vendors and suppliers to insure compliance to such laws.

20. MIDWEST SERVICE CENTER-FURNISHED PROPERTY

The following additional provisions shall apply to any and all tools, patterns, equipment, material, or other property which is supplied to Contractor by Midwest Service Center (hereinafter "Midwest Service Center Furnished Property"): A) Contractor shall not use Midwest Service Center Furnished Property on any other work without the prior written consent of Midwest Service Center. B) Title to Midwest Service Center Furnished Property shall remain with Midwest Service Center. Contractor shall segregate and clearly mark Midwest Service Center Furnished Property to show Midwest Service Center's ownership and shall do all things necessary to preserve Midwest Service Center's title thereto, free and clear of all encumbrances. Contractor shall, if requested by Midwest Service Center, submit to Midwest Service Center an itemized inventory showing the description, location, and identifying marks of each item of Midwest Service Center Furnished Property. Midwest Service Center shall have the right to enter Contractor's premises and inspect any and all Midwest Service Center Furnished Property. Should contractor fail to perform the duties imposed upon it by this section 20, B), or should Midwest Service Center at any time have reason to believe that its title to, or right to the possession of any Midwest Service Center Furnished Property is threatened, Midwest Service Center shall have the right to enter upon Contractor's premises and remove any or all such property. Upon completion or termination of this Agreement, Contractor shall segregate and collect in one location all Midwest Service Center Furnished Property and shall dispose of the same as Midwest Service Center may direct. Midwest Service Center reserves the right to abandon Midwest Service Center Furnished Property at no additional cost to Midwest Service Center upon issuance of written notification to Contractor of such intent. C) Contractor shall, at its own expense, perform all maintenance, repairs, and replacements necessary with respect to Midwest Service Center Furnished Property so that the same may remain suitable for the use contemplated hereby and may, at the same time required by this Agreement, be returned to Midwest Service Center in a good condition as when received, except for reasonable wear and tear or consumption of materials necessarily resulting from their use.

D) Contractor shall give Midwest Service Center prompt written notice of any Midwest Service Center Furnished Property which upon delivery to Contractor is found to be defective. The correction or replacement of such defective property shall be accomplished at Midwest Service Center's written direction. E) Upon delivery, procurement or manufacture of any Midwest Service Center Furnished Property, the risk of loss or damage shall be upon Contractor. Risk of loss or damage shall transfer to Midwest Service Center when such property is returned to Midwest Service Center in the manner required hereunder.

F) Contractor shall indemnify Midwest Service Center against any and all liability for damage to property or injury to or death of persons arising from or incidental to the presence of use of Midwest Service Center Furnished Property, whether such damage, injury or death be caused by defects in such property, negligence in the use thereof, strict liability, or otherwise.

21. TOXIC SUBSTANCES

Contractor warrants that each and every chemical substance delivered under this Agreement shall, at the time of sale, transfer or delivery, be on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Section 8(b) of the Toxic Substances Control Act (Public Law 94-469). When applicable, the Contractor shall provide to Midwest Service Center Material Safety Data Sheets (OSHA-20).

22. NONEXCLUSIVE REMEDIES

The rights and remedies of Midwest Service Center provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

23. MIDWEST SERVICE CENTER SITE CONDITIONS

A) Midwest Service Center shall provide, at no charge to the Contractor, reasonable amounts of water, electricity, or other facilities currently available at the site where the work is to be performed. The Contractor shall make whatever arrangements are necessary for additional water, electricity or other facilities needed for the work and pay all costs involved in such facilities, including temporary utility lines, etc. Contractor shall remove same at the completion of work unless otherwise approved by Midwest Service Center. B) The Contractor shall provide all permanent and temporary shoring, anchoring and bracing required by the nature of the work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring, and bracing are not explicitly specified. Contractor will be held strictly accountable for any damage to persons, properties or the premises resulting from failure to provide same, either through lack of proper judgment or for any other cause. C) The Contractor shall, at his own expense, support and protect all buildings, bridges, roadways, conduit, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks and fixtures of all

kinds and all other public or private property that may be encountered or endangered in the prosecution of the work herein contemplated. The contractor shall repair and make good any damage caused to any such property by reason of his operation. D) The Contractor shall keep Midwest Service Center's premises clean at all times and shall remove all rubbish at such times as may be determined by Midwest Service Center. If the Contractor fails to keep the premises clean or to remove any rubbish within any reasonable time determined by Midwest Service Center, Midwest Service Center shall have the right to perform such cleaning as may be necessary, or to have it performed, and to withhold or recover the cost thereof from the contractor. Upon completion of the work, the Contractor shall do all such cleaning as may be necessary to leave Midwest Service Center's premises in a clean, neat, and orderly condition.

E) Midwest Service Center shall have the right to perform or have performed, in and about the Midwest Service Center premises during the time when the contractor is performing the work required by this Agreement, such other work as Midwest Service Center may desire. The Contractor shall make every reasonable effort to perform its work hereunder in such manner as to enable both the work under this Agreement and such other work to be completed without hindrance or interference from each other. Any claim of the Contractor arising out of any alleged interference due to the conduct of such other work shall be made to Midwest Service Center in writing within five (5) days of the occurrence of the alleged interference and shall be deemed to have been waived unless so made. F) Based on Midwest Service Center's commitment to provide quality products and services with a determination to maintain safe and healthy workplaces, the Contractor shall provide the following assurances to Midwest Service Center for any Contractor personnel having or requesting unescorted/uncontrolled access to Midwest Service Center locations or Midwest Service Center designated locations: 1) Pre-employment screening, including but not limited to, reference checks; validation of education, prior employment, citizenship; driver's license/motor vehicle records; criminal checks; etc. 2) Drug/Alcohol testing in the prevention, deterrence or rehabilitation of chemical dependency along with the management of its consequences. Contractor shall immediately notify Midwest Service Center of any improprieties that may endanger the safe and healthy workplace along with the Contractor's proposed remedy. If requested by Midwest Service Center, Contractor shall provide written assurance to Midwest Service Center, with documentation, that Contractor's personnel have been checked/tested and any concerns or improprieties about an individual are brought to the attention of Midwest Service Center.

24. EXAMINATION OF BOOKS AND RECORDS Midwest Service Center shall have access to and audit rights to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement until the expiration of three (3) years after final payment hereunder.