1. **Acceptance:** It is expressly understood and agreed that the terms and conditions herein set forth shall prevail insofar as the same may be in any way in conflict with the terms and conditions of the Seller. Should any of the terms and conditions herein conflict, in whole or in part, with the Seller's terms and conditions, then in such event, the terms and conditions herein shall prevail.

2. **Goods and Services Defined:** The term "Goods" as used herein shall be as defined in the Kansas Uniform Commercial Code (Code) and shall be inclusive of any labor, services and other items provided therewith. The term "Services" as used herein shall be defined as an intangible commodity in the form of human effort like labor, skill or advice.

3. **Payment Terms:** Payment will be made in accordance with the terms set forth on the face hereof. The time for payment of invoices, or for accepting any discounts offered, shall run only from the date correct invoices are furnished to Sunflower. Delay in receiving Seller's invoices, or errors and omissions on statements or invoices, will be considered just cause for withholding settlement without losing discount privileges.

4. **Shipping Terms:** The terms and routing of shipment shall be as provided on the face hereof, or as Sunflower otherwise directs in writing or by electronic communication. Sunflower may revise shipping instructions as to any Goods not then shipped. Failure to ship as directed may result in a back charge to Seller. No allowance to Seller will be made for packing, cartage, crating or storage unless stated herein.

5. **Taxes:** Except as may be otherwise provided herein, the price excludes all applicable taxes and duties.

6. **Inspection:** Sunflower shall have the right to inspect and test the Goods at any time prior to shipment and within a reasonable time after delivery of the Goods. The Goods shall not be deemed accepted until after said final inspection. Making or failing to make an inspection of, or payment for, or acceptance of the Goods, shall in no way impair Sunflower's right to reject or rescind its acceptance of non-conforming Goods, or to avail itself of any other remedies to which Sunflower may be entitled, notwithstanding Sunflower's knowledge of the nonconformity, its substantiality or the ease of its discovery. In addition, Sunflower, and if applicable to this contract due to involvement of federal funds, the Federal grantor agency, the Comptroller General of the United States or any authorized agent may review any books, documents, papers and records of the Seller related to such projects. Seller shall retain all records for a period of three (3) years after receipt of final payment under this agreement.

7. **Title and Risk of Loss:** Title and risk of loss to Goods shall pass to Sunflower upon receipt by Sunflower at Sunflower's job site or at a designated delivery point.

8. **Scheduling:** The Goods shall be subjected to expediting by Sunflower or its representatives. Sunflower's personnel shall, for expediting purposes, be allowed reasonable access to Seller's plants and the plants of its sub-suppliers. As required by Sunflower, Seller shall supply schedules and progress reports for Sunflower's use in expediting. Any shipment is subject to postponement by Sunflower without penalty or other claim by Seller.

9. **Infringement:** Seller warrants that the Goods described herein, and the sale or use of them by Sunflower or others will not infringe on any U.S. or foreign patent, copyright or other intellectual property rights. Seller will, at its own expense, defend, indemnify and hold Sunflower harmless against any suits, claims or causes of action, including all attorney fees, costs, and damages incurred by reason thereof, which may be brought against Sunflower for any alleged infringement of any patent, copyright or intellectual property rights by reason of the sale or use of such Goods.

10. **Revisions:** Sunflower may, by written Revision, make any changes in the specifications including additions to or deletions from the quantities ordered. If any such written Revision affects the amount due or the time of performance hereunder, an equitable adjustment shall be made upon mutual agreement by Sunflower and Seller. Sunflower may at any time by written Revision terminate this agreement as to all or any portion of Goods or Services then not furnished. No adjustment will be made in favor of Seller with respect to any Goods which are Seller's standard stock. No such termination of this agreement shall relieve Seller of its obligations as to any Goods or Services delivered hereunder. Any claim by Seller for adjustment hereunder must be asserted within thirty (30) days from the date when the revision or termination is ordered.

11. **Warranty:** Seller expressly warrants that all Goods and Services provided will be new and conform and perform to the specifications, drawings, samples or other description furnished or adopted by Sunflower, will be fit and sufficient for the purpose intended, merchantable, of good quality and workmanship and free from defect in design. Sunflower's failure to give notice of defects to Seller shall not constitute a waiver of breach of warranty express or implied, or of any other condition or warranty. Sunflower reserves all remedies at law, including Seller's obligation to repair and replace, for non-performance.

12. **Warranty – Safety:** Seller warrants that all items sold to Sunflower hereunder shall conform to standards promulgated by the U.S. Department of Labor under Occupational Safety and Health Act of 1970. In the event the item does not conform to OSHA standards, Sunflower may return it to Seller for correction or replacement within a reasonable time. Correction or replacement made by Sunflower will be at Seller's expense.

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13. **Indemnity:** Seller agrees to indemnify and hold Sunflower harmless against all claims, demands, actions, costs and damages, including attorneys fees, for injury or damage to persons or property, including Sunflower's property, arising out of Seller's performance of this agreement. Sunflower requires Seller, when any portion of this agreement is performed on a Sunflower work site, to carry worker's compensation, public liability and property damage insurance with companies and levels of coverage acceptable to Sunflower. Sunflower shall not be liable for damages to or destruction or loss of any property of Seller from any cause whatsoever.

14. **Gratuities:** Sunflower may, by written notice to Seller, terminate this agreement without liability to Seller if it is determined by Sunflower that gratuities in the form of entertainment, gifts or otherwise, were offered or given by Seller, or any agent or representative of the Seller, to any officer or employee of Sunflower with a view toward securing an agreement, securing favorable treatment with respect to the awarding or amending of any agreement, or the making of any determinations with respect to the performance of any such agreement. In the event this agreement is canceled by Sunflower pursuant to this provision, Sunflower shall be entitled to recover or withhold the amount of any cost incurred by Seller in providing such gratuitities in addition to any other rights and remedies provided in law or equity. Seller represents and warrants that it has and will comply with the provisions of the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

15. **Drawings and Specifications:** Seller agrees that all information contained in drawings and specifications which are submitted by Sunflower to Seller under or pursuant to this agreement is proprietary to Sunflower and is submitted with the understanding and agreement by Seller that such information shall not be utilized in whole or in part by Seller, except for fulfillment of this agreement, without written permission of Sunflower. Sunflower makes no representation or warranty with respect to specifications, including the accuracy of the data and information provided or infringement of any U.S. or foreign patent, copyright or other intellectual property rights. In no event shall Sunflower be liable to Seller for claims arising therefrom. If Seller is of the opinion that an infringement or the like will result from this sale, Seller shall notify Sunflower to this effect in writing within two weeks after the date of this contract.

16. **Environmental and Energy Policy Compliance:** Seller warrants and represents compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15), and the Energy Policy and Conservation Act as applicable for contracts in excess of $100,000.

17. **Force Majeure:** Neither party shall be liable for delays or defaults in the performance of this contract due to strikes, fires, accidents or other causes beyond its control and without its fault or negligence.

18. **Waiver:** Failure of Sunflower to insist upon strict performance of any of the terms and conditions hereof, or failure to exercise or delay in exercising any rights or remedies provided herein or by law, or failure to notify Seller in the event of breach, or Sunflower's acceptance of or payment for any Goods or Services hereunder, or its approval of design, shall not be deemed a waiver of any right of Sunflower to insist upon strict performance hereof or any of its rights or remedies as to any such Goods or Services, regardless when shipped, received or accepted or as to any prior or subsequent default hereunder.

19. **Applicable Laws:** Seller warrants that all Goods sold and Services rendered hereunder shall have been produced, sold, delivered, and furnished in strict compliance with all applicable laws and regulations to which Seller and the Goods or Services are subject. Seller shall execute and deliver such documents as may be required to affect or to evidence compliance. All laws and regulations required to be incorporated in agreements of this character are hereby incorporated herein by this reference including the equal opportunity clause prescribed in 41 CFR 60-4 as it now exists or as it may be changed from time to time.

20. **On Site Performance:** If it becomes necessary for Seller to employ workmen at the site of use of the Goods supplied hereunder, conditions of such employment shall be such as will cause no conflict or interference with or between the various trades or any labor agreements, then in force and effect, or thereafter to be in force and effect.

21. **Governing Law:** The terms and conditions provided herein and the rights of all parties hereunder shall be construed under and governed by the laws of the State of Kansas. Any legal action by either party arising out of this agreement shall be brought and heard in a court of competent jurisdiction located within the State of Kansas.

22. **Assignment:** Seller shall have no right to assign this agreement or any rights hereunder in any manner, in whole or in part, whether voluntary, by operation of law or otherwise, without the prior written consent of Sunflower.

23. **Entire Agreement:** This agreement, including these Terms and Conditions, the specifications and any additional terms and conditions incorporated into an attachment hereto, specifically incorporated by reference herein, constitutes the sole and entire agreement between the parties. The Seller's quotation is incorporated in and made a part hereof only to the extent of specifying the nature and description of the Goods or Services ordered and then only to the extent that such items are consistent with the other terms hereof. No other terms or conditions shall be binding upon Sunflower unless accepted by it in writing. Any provisions herein for delivery of Goods or the rendering of Services by installments shall not be construed as making the obligations of Seller severable.