

**STANDARD TERMS AND CONDITIONS OF PURCHASE  
FOR GOODS AND SERVICES**

**1. TERMS OF AGREEMENT**

The Hoosier Energy Purchase Order, together with these terms and conditions and all attachments, exhibits, appendices and other documents as specifically referenced on the Purchase Order constitutes and forms a binding contract between Hoosier Energy Rural Electric Cooperative, Inc. (Hoosier Energy) and the Supplier. Hoosier Energy's submission of the Purchase Order is conditioned upon the Supplier's agreement that any terms different from or in addition to those contained in the Hoosier Energy Purchase Order, whether communicated orally or contained in any Purchase Order confirmation, invoice, acknowledgment, acceptance or other written correspondence from Supplier, regardless of timing, shall not form a part of the Purchase Order, even if the Supplier conditions its acceptance of the Purchase Order on Hoosier Energy's agreement to such different or additional terms.

**2. ELECTRONIC ORDERS:**

Hoosier Energy Purchase Orders may be issued in writing or by electronic means. Electronic transactions shall be deemed to satisfy any legal formalities requiring that agreements be in writing in accordance with the Electronic Signatures in Global and National Commerce Act.

**3. SCHEDULE**

**3.1 Schedule**

Time is of the essence regarding the Supplier's performance of its obligations under this Purchase Order. As such, the delivery of goods or performance of services shall be in accordance with the schedule specified in this order. The Supplier is responsible for notifying Hoosier Energy if performance under this Purchase Order is delayed or is likely to be delayed. If the Supplier falls behind for any reason other than excusable delays or causes due to Hoosier Energy actions then the Supplier will apply additional resources or expedite shipping at no additional cost to Hoosier Energy in order to meet the schedule and/or recover the time lost.

**3.2 Change Orders**

If it becomes necessary to make changes in the type of goods or services being provided, all changes will be formally documented and mutually agreed upon in writing. Written documentation must clearly specify what is being changed, how cost will be positively or negatively impacted and how (or if) there will be any change in the time of completion.

**3.3 Force Majeure**

Neither party shall be liable for delays or any failure to perform due to causes beyond its reasonable control. Such delays include, but are not limited to fire, explosion, flood or other natural catastrophes, strikes governmental legislation, acts, orders or regulation to the extent not occasioned by the fault or negligence of the delayed Party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed Party. However, the delayed Party shall use its best efforts to minimize the delay. The delayed Party shall notify the other Party in writing as soon as reasonably practical (but no later than two (2) business days) after the delayed Party becomes aware of a force majeure event.

**4. DELIVERY**

**4.1 Shipping and Handling**

Unless otherwise specified on the Purchase Order, all shipments will be F.O.B. destination, freight collect and routed per the Hoosier Energy inbound shipping and routing guide located at [www.keyship.net/hoosier](http://www.keyship.net/hoosier). Routing help may be obtained by phoning LPS, our third party logistics supplier, at 1-877-670-6659. **Hoosier Energy will not be responsible for freight charges resulting from a failure to comply with our routing instructions.** All shipments must include a packing slip which at a minimum includes the Purchase Order number, Supplier's and Hoosier Energy part numbers, description of goods, quantity of goods shipped and number of packages in the shipment.

**4.2 Packaging**

The Supplier will preserve, pack, package and handle the deliverables so as to protect them from loss or damage in accordance with best commercial practices. In addition, Supplier will observe the requirements of any local, state and federal laws and regulations relating to hazardous work, including without limitation packing, labeling, reporting, carriage and disposal.

**4.3 Substitutions**

The substitution of good or services ordered is strictly prohibited unless Hoosier Energy provides advance written permission for such substitution.

**4.4 Risk of Loss**

Supplier shall bear all risk of loss with respect to the goods delivered and/ or services provided until Hoosier Energy physically receives and accepts the goods and/or services provided.

**4.5 Acceptance**

Hoosier Energy shall have the right to inspect, test and approve the goods delivered or the services performed before accepting them. Hoosier Energy may reject and refuse acceptance of goods and services which are not in accordance with the Purchase Order or the Suppliers representations. Payment for any goods or service under this Purchase Order shall not be deemed as acceptance of the goods delivered or the services performed.

**5. PRICING & PAYMENT:**

**5.1 Pricing**

Unless otherwise specified, the price stated on the Purchase Order includes all charges for packaging, boxing, crating, special handling, and mobilization and demobilization of Supplier's workforce if applicable. No modification or adjustment of the stated price may be made without the signed written agreement of Hoosier Energy.

**5.2 Invoices**

Supplier agrees to issue invoices that reference the Purchase Order number, line number (where applicable), release number (where applicable), item number, description of goods or services, quantities, unit prices and extended totals. Any terms and conditions that are typed, printed or otherwise included in the Supplier's invoice shall be without effect and shall not require any action on the part of Hoosier Energy. Any taxes to be collected shall be stated separately and shall be remitted by the Supplier to the appropriate taxing authority. Invoices may be submitted by e-mailing [accountspayable@hepn.com](mailto:accountspayable@hepn.com) (pdf format), faxing (812) 876-0313, or by US mail to the following address: Hoosier Energy Rural Electric Cooperative, Inc., Attn: Accounts Payable, P.O. Box 908, Bloomington, Indiana 47402-0908. Failure to comply with the above may result in delayed payment or returned invoices.

**5.3 Payment Terms**

Unless otherwise specified, the standard payment terms for all undisputed invoices will be Net 30 days from date of invoice receipt.

**5.4 Taxes**

The price of this Purchase Order includes, and Supplier is exclusively liable for and agrees to pay, any and all taxes imposed by federal, state and local governmental agencies upon the wages, salaries, bonuses and other remuneration of its employees as well as all applicable sales or use taxes, due and payable, in connection with all goods and services provided under this Purchase Order. Any applicable sales or use tax payable by Hoosier Energy to Supplier shall be stated separately on Supplier's proposal and invoices. The price of this Purchase Order shall not include any taxes for which Hoosier Energy has furnished a valid exemption certificate. In accordance with Indiana Code 6-2.5-5-10, Hoosier Energy is exempt from Indiana state sales tax on purchases related to electric power generation in the state of Indiana. An Indiana General Sales Tax Exemption Certificate will be provided when applicable. In accordance with Michigan law, Hoosier Energy is exempt from Michigan state sales tax on purchases directly related to industrial processing in the state of Michigan. A Michigan Sales and Use Tax Certificate of Exemption will be provided when applicable.

**5.5 Disputed Amounts**

Hoosier Energy and Supplier agree to use their best efforts to resolve any disputed amount on an invoice within thirty (30) calendar days after Hoosier Energy provides written notification of the dispute to the Supplier. During this period Hoosier Energy is not under any obligation to pay the amount in dispute and said amount is not subject to the accrual of any interest during this time period.

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**5.6 Credits**

Any credits or other amounts due to Hoosier Energy may be applied or offset by Hoosier Energy against any invoice submitted by the Supplier. Any credits due to Hoosier Energy that are not applied against an invoice submitted by the Supplier shall be paid within thirty (30) calendar days upon receipt of a written request from Hoosier Energy for the credit.

**5.7 Final Payment**

Acceptance of final payment by the Supplier shall be a release to Hoosier Energy its officers, directors, and agents of all claims and liability for the Purchase Order price.

**6. TERMINATION**

**6.1** The Purchase Order shall remain in effect until the goods and/or services are delivered/completed and accepted by Hoosier Energy unless terminated earlier due to:

**6.1.1 Termination for Default**

If through any cause, the Supplier fails to furnish in a timely and proper manner its obligations of this Purchase Order, Hoosier Energy shall have the right to terminate this Purchase Order by providing five (5) business days written notice. The Supplier shall not be relieved of its liability to Hoosier Energy for the damages sustained as a result of any breach to the Purchase Order, and Hoosier Energy may withhold any payments due to the Supplier until the exact amount of the damages due to Hoosier Energy is determined.

**6.1.2 Cease to Perform and Bankruptcy**

Hoosier Energy may elect to immediately terminate the Purchase Order if the Supplier ceases to operate as a business, files for bankruptcy (voluntary or involuntary), becomes insolvent or otherwise unable to substantially perform any term or condition of this Purchase Order.

**6.1.3 Cancellation and Termination for Convenience**

Hoosier Energy reserves the right to terminate or cancel the Purchase Order, in whole or in part, at any time for any reason, provided Supplier is given five (5) business days written notice. At that time all finished or unfinished work, documents, plans and reports prepared by or on behalf of the Supplier for the purpose of the Purchase Order shall, at Hoosier Energy's option, become the property of Hoosier Energy. The Supplier shall be entitled to receive just and equitable compensation for any satisfactory work completed and reimbursement(s) for cancellation costs that are mutually agreed to by both parties. The Supplier will under all circumstances act in a manner to minimize its costs affiliated with a termination or cancellation of this nature and understands that under no circumstances will these circumstances constitute the basis of a claim of damages or loss of anticipated profits.

**7. REPRESENTATIONS AND WARRANTY**

**7.1** The Supplier represents and warrants the following:

**7.1.1** It has the full legal and financial power to enter into this Purchase Order and to perform its obligations under the Purchase Order.

**7.1.2** That the goods and services provided conform to Hoosier Energy specifications and requirements.

**7.1.3** That all goods and services will be new (unless specified otherwise) and free from defects in material and/or workmanship.

**7.1.4** That all goods and services will be free from defects in design, unless the design was provided by Hoosier Energy.

**7.1.5** That all goods and services will be fit and safe for their intended purpose(s).

**7.1.6** That it has clear title to the goods and that goods and services will be delivered free of liens or encumbrances.

**7.1.7** That it shall employ only competent and experienced personnel to perform the tasks in the Purchase Order.

**7.1.8** No federal, state, local or foreign statute, law, rule, regulation or order will be violated in the performance of this Purchase Order.

**7.2** For a period of twelve (12) months after Hoosier Energy's acceptance, the Supplier shall, at its own cost (including freight when applicable), re-perform all matters related to this Purchase Order that do not fully comply with this warranty.

**7.3** Payment for, inspection of, or receipt of goods or services shall not constitute a waiver of any breach of warranty.

**8. INDEMNIFICATION**

To the fullest extent permitted by laws and regulations, the Supplier shall defend, indemnify and hold harmless Hoosier Energy, its affiliates, directors, officers and employees from and against all claims, demands, losses, damages, liabilities, obligations and attorneys and other professional fees and expenses arising out of or relating to the goods and/or services delivered or performed by the Supplier under this Purchase Order. This includes, but is not limited to: (a) actual or alleged patent, copyright, or trademark infringement or violation of other proprietary right, arising out of the purchase, sale or use of the goods or services covered by this order; (b) actual or alleged defect in the services or in the design, manufacture, or material of the goods; (c) actual or alleged breach of warranty; (d) failure of Seller to deliver the goods or services on a timely basis; or (e) failure of the goods or services to meet the requirements of the law. Neither Hoosier Energy nor the Supplier shall be responsible to each other for consequential damages arising out of or relating to this Purchase Order.

**9. INSURANCE**

**9.1 General Insurance Requirement**

When applicable and as detailed in Paragraph 9.3, Suppliers working for Hoosier Energy are required, at their own expense, to procure and maintain in full force and effect for the duration of this Purchase Order (or longer if specified), insurance policies of the types and in the minimum liability amounts outlined below. Policies must be written by an insurer authorized to write such coverage in Indiana and having an A.M. Best Company rating of A- or better. All liability coverage must apply on a per occurrence basis, and cover the work to be performed under the Purchase Order. If the Supplier's liability coverage contains exclusion(s) and/or limitation(s) related to the work being performed then the Supplier shall be responsible for disclosing the exclusion(s) and/or limitation(s) prior to the acceptance of the Purchase Order. Exclusion(s) and/or limitation(s) shall be submitted to the Hoosier Energy Purchasing Agent in written form and are subject to the review and approval of Hoosier Energy prior to the start of work. Deductibles and/or retentions (if any) shall be the sole financial responsibility of the Supplier. Furthermore, it is the Supplier's responsibility to verify that subcontractors (if any) are adequately insured and to contact Hoosier Energy at least 30 calendar days in advance, or immediately upon receipt of written notification, of any cancellation or material changes in coverage. The Supplier is required to name Hoosier Energy, its partners, directors, officers, agents and employees as additional insured parties for policies that are subject to standard cross liability clauses. It is further agreed that insurance policies, including insurance provided to Hoosier Energy by virtue of being an additional insured, shall be primary without right of contribution from any insurance, indemnity, surety or other financial arrangement held and maintained by Hoosier Energy. Hoosier Energy reserves the right to require an upward adjustment in liability limits when Supplier's exposure to liability exceeds what is defined in this Purchase Order. Any upward adjustment will be mutually agreed upon by both Parties and documented in writing.

**9.2 Proof of Insurance**

The Supplier must provide proof of insurance in the form of a compliant certificate of insurance (COI) prior to the performance of any work under this Purchase Order. All certificates of insurance shall be issued to the certificate holder Hoosier Energy Rural Electric, Inc., 7398 N. State Road 37, Bloomington, IN 47404. The COI shall specifically name Hoosier Energy, their partners, directors, officers, agents and employees as additional insured parties for those policies subject to standard cross liability clauses. In the event that insurance coverage expires during the course of the work under this Purchase Order, the Supplier agrees to provide a new COI as evidence of the renewed insurance coverage. Supplier's failure to provide a COI, replace an expired COI, provide a COI that meets the insurance requirements outlined in this Purchase Order, or the failure of Hoosier Energy to enforce any aspect of this requirement shall not be deemed as a waiver or limitation of Hoosier Energy's rights to insist upon full compliance with the insurance requirements contained in the Purchase Order, nor shall it be construed to limit or relieve the Supplier of any liability arising out of or associated with the Supplier's performance of work. Failure to provide evidence of current insurance coverage may cause work in progress to cease and all future work to be put on hold until appropriate coverage is obtained and evidenced to Hoosier Energy.

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**9.3 Liability Types and Policy Limits**

**9.3.1 Professional/Errors and Omissions Liability**

If during the course of performing work under this Purchase Order the Supplier provides professional services including but not limited to design, architecture, engineering and surveying, then the Supplier shall provide, prior to the start of work, insurance covering the Supplier and any other firms or persons under the Supplier's direction for professional acts, errors and omissions with per occurrence liability limits of not less than \$1,000,000 each occurrence and a policy aggregate of \$2,000,000. The Supplier agrees to provide notice of all claims made against this policy during the time the policy is required by Hoosier Energy and will maintain this coverage for a minimum period of two (2) years after the date of final completion of the work under the Purchase Order.

**9.3.2 Aircraft Liability**

If during the course of performing work under this Purchase Order the Supplier utilizes aircraft then the Supplier shall provide, prior to the start of work, Aircraft Liability Insurance (covering fixed wing and rotorcraft aircraft) for owned, non-owned, leased and hired aircraft. The limits of liability for bodily injury, property damage and passenger liability shall not be less than \$10,000,000 per occurrence.

**9.3.3 Marine Liability**

If during the course of performing work under this Purchase Order the Supplier utilizes watercraft, then the Supplier, prior to the start of work, shall provide the appropriate Marine Liability Insurance for owned, non-owned, leased and hired craft and/or equipment. The limits of liability for bodily injury and property damage shall not be less than \$10,000,000 per occurrence.

**9.3.4 Environmental Impairment Liability**

If the scope of work under this Purchase Order includes the transportation, handling, disposal or remediation of hazardous materials or pollutants the Supplier will provide, prior to the start of work, Environmental Impairment Liability Insurance covering the Supplier's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs. This coverage shall include onsite and offsite clean-up costs, onsite and offsite disposal costs and third party claims for bodily injury and/or property damage and pollution releases resulting from the transportation and disposal of hazardous materials. Liability limits shall not be less than \$1,000,000 per occurrence.

**9.3.5 Requirements for Onsite Work**

If the Supplier is performing work on Hoosier Energy property, the Supplier agrees to secure and maintain in force minimum policies of insurance of the types and amounts listed below.

**9.3.5.1 Commercial General Liability**

Commercial General Liability coverage shall be carried as an occurrence type policy with an aggregate limit that applies on a *per project* basis with no exclusions related to blasting, explosion, collapse of structures, damage to underground property, Blanket Contractual Liability or Broad Form Property Damage Hazard. General liability coverage will cover all claims and liabilities arising out of the performance of the work by Supplier and its subcontractors. Liability limits shall not be less than a combined single limit of \$1,000,000, a general aggregate limit of \$2,000,000, products/completed ops aggregate limit of \$2,000,000 and personal & advertising limit of \$1,000,000. When the Supplier has a pre-1986 policy, an additional endorsement must be provided indicating that Blanket Contractual and Broad Form Property Damage Hazard Liability coverage is included with the General Liability coverage. The Supplier agrees to maintain General Liability coverage as defined in this section for a minimum period of two (2) years after the date of final completion of the work under the Purchase Order.

**9.3.5.2 Automobile Liability**

This policy shall be written in comprehensive form to include personal/ bodily injury and third party property damage per accident. Coverage shall apply to all motor vehicles licensed for highway use (owned, non-owned, scheduled and hired). Liability limits shall not be less than \$1,000,000 per occurrence, combined single limit.

**9.3.5.3 Umbrella Liability**

This insurance shall cover claims and liabilities in excess of the limits provided under all liability policies held by the Supplier with the exception of Professional Liability Insurance. The Supplier agrees to maintain this coverage for a minimum period of two (2) years after the date of final completion of work under this Purchase Order. Liability limits shall not be less than \$2,000,000 per occurrence, \$2,000,000 policy aggregate. Hoosier Energy may at its discretion request that Supplier obtain higher liability limits than those referenced above. In those instances the required Umbrella policy liability limits shall be as stated on the Purchase Order.

**9.3.5.4 Workers Compensation**

This insurance covers an employer's liability as defined by state under workers compensation law that arises out of an employees work related injuries. Liability limits will be issued at statutory limits as defined by the state where the work will be performed and shall comply with all federal requirements with no exclusions or limitations.

**9.3.5.5 Employers' Liability**

This insurance covers the Supplier's liability arising out of employee work related injuries that are not covered by the Workers Compensation statute. Liability limits shall not be less than \$500,000 per accident, \$500,000 per employee and have an aggregate limit of \$1,000,000.

**10. ONSITE WORK REQUIREMENTS**

**10.1 Safety**

Hoosier Energy is committed to providing a workplace that meets or exceeds governmental regulations regarding occupational health and safety. Hoosier Energy maintains a copy of its Supplier Health & Safety General Terms and Conditions at <http://www.hepn.com/downloads/contractorsafetyrules.pdf>. While these rules, policies, procedures, and warnings are not an attempt to replace a Supplier's existing safety and health program(s), they do serve to set a minimum standard that all employees working under the control of the Supplier must fully comply with. Any Supplier failing to comply with these rules will be subject to discipline including but not limited to temporary removal from the job site, permanent removal from the job site and removal from consideration for future Hoosier Energy projects. These rules are subject to modification from time to time, without Supplier's consent, where modification is necessary to comply with laws and/or regulations or to protect persons and/or property. The Supplier represents and warrants that all staff, employees and subcontractors have read and will comply with all provisions set forth in the Hoosier Energy Supplier Health & Safety General Terms and Conditions while engaged to perform work or services for Hoosier Energy.

**10.2 Drug Screening**

In order to provide a drug and alcohol free work place, Hoosier Energy participates in the Metro Indianapolis Coalition for Construction Safety, Inc. (MICCS) Substance Abuse Prevention and Drug Testing Program. Any person performing work for the Supplier is required to have an "Available" MICCS card *prior* to the performance of work on Hoosier Energy property. The Supplier agrees to comply with this requirement and understands that access to Hoosier Energy property will be denied in the event that there is a compliance failure. To review the current, complete requirements, visit the MICCS website at [www.miccs.org](http://www.miccs.org).

**11. MECHANICS LIEN**

With the exception of Hoosier Energy's failure to pay undisputed invoices due, the Supplier, its successors in interest and all subcontractors and their successors in interest hereby release all right to claim or file notice of mechanics or any other type of lien upon Hoosier Energy, its property, any buildings

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or improvements on its property, or the goods and services rendered under the Purchase Order. If requested, the Supplier shall execute and deliver to Hoosier Energy such documents as may be required by law to make this release effective and shall give all required notices to subcontractors with respect to ensuring the effectiveness of the release against those parties. The Supplier shall secure the removal of any such lien within five (5) business days of receipt of written notice from Hoosier Energy to remove such lien. If Supplier fails to obtain a release of the lien the Supplier shall indemnify, save and hold harmless Hoosier Energy from any expenses incurred in obtaining the release of any such lien, including the cost of bonding off the lien and attorney fees.

**12. RELATIONSHIP WITH HOOSIER ENERGY**

The Supplier represents and warrants that it is an independent contractor with no authority to contract for Hoosier Energy or in any way to bind or to commit Hoosier Energy to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Hoosier Energy. Under no circumstances will the Supplier, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture or partner of Hoosier Energy.

**13. TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES**

**13.1 License Terms**

For any Supplier of goods that contain software or source code, Supplier grants to Hoosier Energy an irrevocable, non-exclusive, perpetual, worldwide right and license to use and reproduce the software, data and other documentation provided by Supplier to Hoosier Energy. Supplier shall retain all ownership rights, title and interest (including without limitation all copyright, patent, trade secrets and other intellectual property rights) to the software; except to the extent that the software incorporates proprietary or confidential information pertaining to Hoosier Energy or its customers. For a period of twelve (12) months after acceptance of goods, the Supplier will deliver to Hoosier Energy, at no charge, all fixes, corrections, and patches for errors and bugs to the software, including without limitation those relating to program code and documentation reflecting corrective action step(s) taken by the Supplier.

**13.2 Warranty**

The Supplier warrants that the software will not contain any viruses, Trojan horses, disabling codes, timers, clocks, counters or other limiting designs or routines which will cause the Software to be erased, inoperable or otherwise incapable of being used in the full manner for which it was designed and licensed pursuant to this Purchase Order after being used or copied a certain number of times, or after the lapse of a certain period of time, or after the occurrence or lapse of any similar triggering factor. Supplier warrants for a period of one (1) year after delivery of the software that the software shall conform to and perform in accordance with all applicable software descriptions and specifications. The Supplier will, at no additional charge, correct any defects and nonconformities. If the Supplier is unable to correct any defect, Supplier shall promptly replace the software without charge. All replacement software must comply with the requirements of this warranty provision.

**14. COMPLIANCE WITH LAWS AND REGULATIONS**

The Supplier shall fully comply with all applicable federal, state, and local laws, rules and regulations including but not limited to, the Occupational Safety and Health Act of 1970, as amended, the Service Contract Act of 1965, as amended, the Environmental Protection Agency regulations concerning hazardous materials and the Equal Employment Opportunity clauses prescribed by Executive Orders regarding non discrimination because of race, creed, color, sex, age, national origin, physical or mental handicap or veteran status. Seller certifies that all goods will be manufactured in compliance with the Fair Labor Standards Act of 1938, as amended.

**15. CONSENT DECREE**

Hoosier Energy Rural Electric Cooperative, Inc. and the United States Environmental Protection Agency entered into a Consent Decree on 11/4/2010. Purchase Orders issued by Hoosier Energy may be directly related to Hoosier Energy's performance of its obligations under this consent decree, in which case Supplier will be subject to the record and document retention requirements stated in Paragraph 204 of the consent decree. Paragraph 204 reads as follows:

*"Hoosier shall retain, and instruct its Suppliers' and agent to preserve, all non-identical copies of all records and documents (including records and documents in electronic form) now in its or its Suppliers' or agents' possession or control, and that directly relate to Hoosier's performance of its obligations under this Consent Decree for the following periods: (a) until December 31, 2020 for records concerning physical or operational changes undertaken in accordance with Section IV (NOx Emission Reductions and Controls), Section V (SO2 Emission Reductions and Controls), Section VI (H2SO4 Emission Reductions and Controls), and Section VII (PM Emissions Reductions and Controls); and (b) until December 31, 2017 for all other records. This record retention requirement shall apply regardless of any corporate document retention policy to the contrary."*

Hoosier Energy is required to provide all Suppliers' a copy of this consent decree. Please visit <http://www.hepn.com/downloads/HoosierEnergyConsentDecree.pdf> for an electronic copy. A hard copy will be provided upon request.

**16. DISPUTE RESOLUTION**

Failure of either Party to meet its obligations under this Purchase Order and subsequent Purchase Order documents will be resolved by the impacted Party providing written documentation outlining the matter in dispute to the offending Party. The offending Party will have two (2) business days from the notification date to either fully restore the matter in dispute or present a written solution to the dispute that is acceptable to the impacted Party.

**17. REMEDIES**

If either Party is held by any court of competent jurisdiction in any action or suit to be in violation, breach, or nonperformance of any of the terms of this Purchase Order, then it shall pay all costs of such action or suit, including reasonable attorneys' fees. All rights and remedies of Hoosier Energy herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of the Purchase Order, and temporary and permanent injunctive relief.

**18. CONFIDENTIAL INFORMATION**

Supplier acknowledges that it may be exposed to or acquire communication or data from Hoosier Energy that is privileged and confidential and as such not intended to be disclosed to third parties. Supplier shall not reveal, duplicate, market or otherwise make available to persons outside of Hoosier Energy, any information, documents, data or materials provided by Hoosier Energy or produced by Supplier in connection with this Purchase Order; or in any manner whatsoever through its working relationship with Hoosier Energy, allow any other person, firm, or corporation to copy, reproduce or disclose in whole or in part, said information or materials, without the prior written approval of Hoosier Energy.

**19. ADVERTISING AND PUBLICITY**

The Supplier is prohibited from using the name of, or referring to Hoosier Energy directly or indirectly in any advertisement, news release or professional or trade publication without prior written approval from Hoosier Energy.

**20. ASSIGNMENT AND SUBCONTRACTING**

The Supplier may not assign or transfer directly or indirectly any of its rights or obligations created under this Purchase Order, whether such assignment is effected in connection with a sale of assets or stock, through merger, insolvency proceeding or otherwise, without the prior written consent of Hoosier Energy. Any attempt to do so shall be void and without effect. Subcontracting of any of the work under the Purchase Order shall not relieve the Supplier of its duties or obligations under this Purchase Order, and the Supplier shall indemnify and hold Hoosier Energy harmless for any payments due to any such subcontractor.

**21. SEVERABILITY**

The invalidity or unenforceability of any provision of this Purchase Order shall not affect the validity or enforceability of any other provisions of this Purchase Order, which shall remain in full force and effect.

**22. WAIVER OF RIGHTS**

The failure of Hoosier Energy to exercise any of its rights under this order shall not constitute a waiver of such right.

**23. GOVERNING LAW**

This Purchase Order shall be governed by and construed in accordance with the laws of the State of Indiana and the federal laws of the United States of America. Both Parties consent and submit to the jurisdiction and forum of the state and federal courts of the State of Indiana in all questions and controversies arising out of the Purchase Order.