

PURCHASE ORDER TERMS AND CONDITIONS

Parties. "Buyer" means the Stockbridge-Munsee Community or any arm thereof. "Seller" means the person or company supplying the materials sold ("Goods") under Buyer's purchase order, including these Terms and Conditions (collectively the "Order").

Price. The Order must not be filled at higher prices than the last quoted without authority of Buyer.

Terms of payment. The Buyer will pay vendor invoices within thirty (30) days from receipt and approval of invoice. Invoices must include the Order number and be submitted to the correct address for processing.

Goods. All Goods shall comply with the specifications of the Order. Buyer reserves the right to return or reject, without any charge to Buyer, any non-conforming Goods which are not as ordered and which do not conform in any way to those described in this Order.

Commencement and Terms. An Order shall become effective when signed by an authorized representative(s) from the Buyer and shall remain in full force and effect until satisfactory completion of delivery unless earlier terminated by either party as provided in the Order.

Change, Cancellation and Termination. The Order can be changed, terminated or canceled by Buyer for any reason upon written notification to Seller. In the event of a change, Buyer and Seller will make a fair and equitable modification to their rights and obligations under the Order, if such change results in an increase or decrease in costs to be incurred or time needed to complete performance of the Order.

Termination or cancellation by Buyer will entitle Seller to payment for only those Goods delivered, received and accepted and not subsequently rejected by Buyer. Buyer may immediately terminate the Order after giving Seller notice of any uncured breach by Seller.

Substitutions. No substitutions will be permitted without the prior written consent of the Buyer.

Force Majeure. Any delay in or failure of performance by either party shall not constitute default hereunder if and to the extent such delay or failure is caused by occurrences beyond the reasonable control of the party.

Risk of Loss and Delivery. All Goods are F.O.B. Buyer's location. Delivery is satisfactorily completed only after Buyer has inspected and accepted the Goods at which time title shall pass to Buyer. If the delivery of Goods is delayed for any reason, Seller shall notify Buyer promptly of an alternative

date and time. Failure of the Seller to adhere to delivery schedules as specified or to promptly replace rejected materials with same materials shall render the Seller liable for all costs in excess of the contract price when alternate procurement is necessary.

Warranty. Seller warrants the following: (1) Goods will be free from defects in material and workmanship and conform to applicable specification; (ii) Seller has good title to the Goods provided to Buyer and passes such title to Buyer free from any liens, security interest or other encumbrances; (iii) the Goods are merchantable and fit for the purpose intended and; (iv) the Goods provided under the Order will not infringe or violate any patents, trade secrets, trademarks, copyrights or other rights of any third party. To the extent applicable, Seller shall assign all express warranties of any manufacturer of the Goods for the benefit of the Buyer.

Confidentiality. Seller shall not disclose the details of the Buyer's purchase to other parties except as required by law.

Taxes. As Buyer is a federally-recognized Indian tribe, the Order is exempt from sales and use tax (Section 77.54 (9a)(ed), Wis. Stat.).

Notice. All notices required or authorized to be served shall be in person or by first class mail.

Compliance with Laws. Seller shall comply with all laws and governmental rules, regulations and orders applicable to the Goods delivered under the Order.

Governing law. This Agreement shall be construed in accordance with and governed by the laws of the Stockbridge-Munsee Community.

Sovereign Immunity. Nothing in this Order shall be construed to constitute a waiver, express or implied, of the sovereign immunity of the Buyer.

Electronic Signatures. The parties agree the contract documents may be executed and delivered by facsimile or other electronic means and such electronic signatures shall have the same effect as an original executed document.