PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE AND ACKNOWLEDGEMENT. These terms and conditions shall supplement the Purchase Order submitted by Motor City Electric Co., a Michigan corporation (or any of its wholly owned subsidiaries) ("collectively Buyer"), to the undersigned ("Seller") and, together with the Purchase Order and all documents incorporated by reference in the Purchase Order and in these Terms and Conditions, constitute the fully integrated agreement (the '"Purchase Order") between Buyer and Seller. Seller shall be deemed to have accepted and be bound by the Purchase Order by (i) returning an executed copy of the Purchase Order to Buyer or (ii) commencing performance and/or delivering the materials or equipment described in the Purchase Order, whichever occurs first. The Purchase Order shall prevail over any terms or conditions contained in any other documentation and excludes any additional or different terms, conditions, or instructions proposed by Seller, all of which shall be unenforceable and of no force or effect unless expressly agreed to in writing by Buyer. Where any term in these terms and conditions or in the Purchase Order is in conflict or inconsistent with any term of any documents incorporated by reference in the Purchase Order, the term requiring the greater quantity, higher quality or best performance from Seller, shall supersede such conflicting or inconsistent term of such other documents and shall govern the rights and obligations of Seller and Buyer under the Purchase Order.

2. SCHEDULE. Time set forth in the Purchase Order is of the essence. If Seller fails to make such delivery in full on the scheduled delivery date, Buyer, at its sole option, may (i) agree in writing to a different delivery date, or (ii) terminate all or any part of the Purchase Order as to materials and equipment not received or accepted by Buyer by the applicable date(s) provided in the Purchase Order, and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses attributable to Seller's failure to deliver the respective materials and equipment by the applicable delivery date. Acceptance of materials or equipment delivered after such date(s) shall not be deemed a waiver of Buyer's right to terminate all or any part of the Purchase Order or a waiver of any other rights Buyer may have under the Purchase Order or applicable law.

3. DELIVERY AND INSPECTION. All shipments shall be FOB destination and the destination shall be deemed to be the jobsite unless the Purchase Order provides otherwise. All material and equipment shall be suitably packed, marked and shipped in accordance with the requirements of common carriers and any other requirements and instructions set forth in the Purchase Order. Seller shall bear the risk of loss or damage until Buyer accepts the materials or equipment. All materials and equipment shall be subject to Buyer's inspection and rejection and Buyer may, at its sole option, inspect all or a sample of the materials and equipment, and may reject all or any portion of materials and equipment if it determines that such materials and equipment are damaged, defective, or otherwise nonconforming during any such inspection. Buyer shall not be liable to Seller for any damages arising out of Buyer's rejection of any such materials and equipment. If Buyer rejects any portion of the materials and equipment, Buyer shall have the right, at its sole option, (i) to terminate the Purchase Order in its entirety without liability to Seller, (ii) accept the materials and equipment at a reduced price, or (iii) require repair or replacement of the rejected materials and equipment at Seller's sole cost and expense. Rejected material and equipment will be held for Seller's instruction and at Seller's risk and, if Buyer so directs, will be returned at Seller's expense and risk of loss. No material or equipment returned by Buyer shall be replaced unless authorized by Buyer. Payment for material or equipment prior to inspection shall not constitute Buyer's acceptance of the applicable material or equipment, nor will acceptance remove Seller's responsibility to remedy patent or hidden defects in such material and equipment. Any exercise by Buyer of its rights and remedies under this Section 3 shall not reduce Seller's obligations or Buyer's rights and remedies under the Purchase Order or applicable law, and Buyer shall have the right to conduct further inspections after Seller has carried out any remedial actions.

4. PAYMENT. Seller shall issue an invoice to Buyer after completion of delivery and in accordance with the terms of the Purchase Order. Buyer will pay for all properly invoiced and undisputed amounts owing to Seller for material or equipment within 30 days of acceptance or 30 days after Buyer's receipt of payment from the owner of the project on which such material or equipment are to be used, whichever occurs later or as required by law. As express conditions precedent to payment of any amounts owing to Seller, (A) Buyer shall have received payment from the owner of the project on which such material or equipment to be used, and (B) Seller shall have provided to Buyer: (i) copies of all warranties, applicable manuals, and all other close-out documents Buyer requires for the materials or equipment, (ii) evidence in a form

satisfactory to Buyer that all of Seller's suppliers of such materials and equipment have been paid in full, and (iii) sworn statements and releases of all liens and claims by Seller's suppliers of such materials and equipment in a form reasonably acceptable to Buyer. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

5. TERMINATION. Buyer may terminate the Purchase Order in whole or in part, at any time with or without cause on seven (7) days' prior notice to Seller or as required by law. In addition to any other remedies that may be provided in the Purchase Order, Buyer may terminate the Purchase Order with immediate effect upon notice to the Seller if Seller has not performed or complied with the Purchase Order, in whole or in part as follows: If the Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Seller's sole and exclusive remedy is payment for the materials and equipment received and accepted by Buyer prior to the termination. Buyer shall not be liable for any damages nor shall any of Buyer's other rights or remedies provided by law or the Purchase Order be limited due to Buyer's termination of the Purchase Order. Seller hereby waives all claims against Buyer for consequential, special, exemplary, incidental or indirect damages arising from or out of the Purchase Order, including but not limited to, damages for loss of business, loss of financing, loss of profits, loss of reputation, insolvency or other similar damages (whether such damages are characterized as direct or indirect), including a breach of contract or warranty, tort (including negligence, strict liability or otherwise).

6. ENCUMBRANCES. Seller shall provide all materials and equipment free and clear of all liens, claims and encumbrances. Seller shall indemnify and defend, at its own cost (including reasonable attorneys' fees), Buyer against all such liens, claims or encumbrances.

7. CHANGES AND SUBSTITUTIONS. Buyer shall have the right to make changes in the items, quantities, methods of shipment or packing, place of delivery, time of delivery, or other information incorporated into the Purchase Order upon notice to Seller. No change to the Purchase Order is binding upon Buyer unless it is in writing, specifically states that it amends the Purchase Order, and is signed by an authorized representative of Buyer. Upon either party's request, the price of material or equipment shall be equitably adjusted by Buyer and Seller if and to the extent necessary to reflect the impact of any such changes. If at the time of delivery, Seller's regular selling price for any material or equipment delivered is lower than the price specified in the Purchase Order, Seller's price prevailing at the time of delivery shall be the purchase price payable by Buyer for such delivered material and equipment, notwithstanding the higher price specified in the Purchase Order. Seller shall not substitute any material or equipment described in the Purchase Order unless approved in writing by Buyer.

8. TAXES AND INSURANCE. Seller shall assume and pay for any and all applicable federal, state or local taxes or government imposed fees arising out of or related in any way to the Purchase Order, including sales and use taxes, custom duties and tariffs. Unless otherwise specified in the Purchase Order, the purchase price for all equipment and materials specified in the Purchase Order includes all permits, fees, freight, packaging, insurance, handling, and other charges related to the Seller's performance under the Purchase Order. No increase in the purchase price for any material or equipment is effective, whether due to increased material, labor, tariff , transportation costs or otherwise, without the prior written consent of Buyer. Seller shall, at its own expense, obtain and maintain all insurance in the manner and form required of Buyer under the Purchase Order and any agreement between Buyer and a third party related to the purchase of the material or equipment. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage required by Buyer.

9. SAFETY and LAWS. Seller is in compliance with and shall comply with all applicable federal, state, local laws, regulations, and ordinances, including without limitation all provisions of MIOSHA and OSHA Standards (and if applicable, Canadian territory and provisional laws, legislations, statutes and acts). Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Purchase Order. Seller shall submit to Buyer all Materials Safety Data Sheets for materials sold to Buyer, if applicable and as required by law.

10. WARRANTIES. In addition to any warranties implied or otherwise required by law, Seller warrants that all material and equipment provided in the Purchase Order shall (i) be merchantable, (ii) be as represented, (iii) conform to applicable samples and specifications, drawings, and other requirements specified by Buyer, (iv) be of sound materials, good workmanship and free from any and all defects, (v) free and clear of any claim, lien, or other encumbrance of any kind, (vi) not infringe on or misappropriate any third party's intellectual property rights, and (vii) will be fit and suitable for their intended purposes. These warranties are cumulative and in addition to any other warranty provided by law or equity. If Buyer gives Seller notice of noncompliance with this Section, in addition to other remedies available to Buyer under the Purchase Order or at law or equity, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement goods to Buyer.

11. LIABILITY. Seller agrees to indemnify, defend and hold harmless Buyer, any other person or entity to whom Buyer owes indemnity, and each of their respective subsidiaries, affiliates, successors or assigns, and their respective directors, officers, shareholders, managers, members, advisors, and employees (collectively, "Indemnitees"), from all loss, injury, deficiency, action, judgment, interest, award, penalty, fine, claims, liabilities, costs and expenses whatsoever (including reasonable attorney fees) arising out of, resulting from or occurring in connection with Seller's performance of the Purchase Order, any defects or conditions with respect to the material or equipment, whether patent or hidden, Seller’s violation of any federal or state laws, Seller's negligence or willful misconduct, or any act or omission by Seller's employees, suppliers or subcontractors in connection with the Purchase Order.

12. INTELLECTUAL PROPERTY INDEMNIFICATION. Seller shall, at its expense, defend, indemnify, and hold harmless Buyer and any other Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or such Indemnitee's use or possession of the materials and equipment provided by Seller infringes or misappropriates the patent, copyright, trade secret, or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or, as applicable, another Indemnitee's prior written consent.

13. LIQUIDATED DAMAGES. In the event Seller fails to complete delivery of the materials and equipment in strict conformance with the Purchase Order and causes Buyer to incur damages (a "Seller Breach"), Seller shall pay liquidated damages to Buyer in an amount equal to $5,000.00 (or lessor amount that coincides to Seller's portion of fault) for each day a Seller Breach continues (the "Liquidated Damages"). Buyer may deduct any liquidated damages from the balance due to Seller. The parties intend that the Liquidated Damages constitute compensation, and not a penalty. The parties acknowledge and agree that the Buyer's harm caused by a Seller Breach would be impossible or very difficult to accurately estimate at the time of contract, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from a Seller Breach.

14. DISPUTES. Seller shall continue to provide materials, equipment and incidental services as described in the Purchase Order and maintain the delivery schedule during any dispute between Buyer and Seller. The parties shall seek to resolve all such disputes expeditiously and in good faith. Any disputes Buyer and Seller cannot be resolved informally shall be submitted to binding arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association. Such arbitration shall take place in Michigan and within Wayne, Oakland or Macomb Counties, as determined by Buyer. The award rendered by an arbitrator shall be specifically enforceable in accordance with the governing arbitration law, and a court of competent jurisdiction may enter a judgment on the award of the arbitrator. The costs of any dispute resolution processes shall be borne by the non-prevailing party, as determined by the adjudicator of the dispute. The rights and remedies under the Purchase Order are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise. Notwithstanding the foregoing, the parties intend that, if Buyer terminates the Purchase Order in accordance with Section 5, Seller's sole and exclusive remedy is the right to payment for the goods received and accepted.

15. ENTIRE AGREEMENT. All matters arising out of or relating to the Purchase Order, whether sounding in contract, tort, or statute, shall be governed by and construed in accordance with the laws of the State of

Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan. No waiver by any party of any of the provisions of the Purchase Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Purchase Order, no failure or delay in exercising any right, remedy, power, or privilege arising from the Purchase Order shall operate or be construed as a waiver thereof. No waiver of a breach of any provisions of the Purchase Order or these terms and conditions shall constitute a waiver of any other breach or such provisions.

16. CONFIDENTIAL INFORMATION. All non-public, confidential, or proprietary information of the Buyer or a third party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic, or other form or medium, and whether or not marked, designated, or otherwise identified as "confidential," in connection with the Purchase Order is confidential, may only be used for the purpose of performing the Purchase Order and may not be disclosed unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section 16. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

17. ASSIGNMENT. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under the Purchase Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section 17 shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer, delegate, or subcontract any or all of its rights or obligations under the Purchase Order without Seller's prior written consent.

18. RELATIONSHIP OF THE PARTIES. The relationship between the parties is that of independent contractors. Nothing contained in the Purchase Order shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. NO THIRD-PARTY BENEFICIARIES. The Purchase Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing in the Order, express or implied, is intended to or shall confer upon any other individual or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Purchase Order.

20. SEVERABILITY. If any term or provision of the Purchase Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Purchase Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. NOTICES. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth in the Purchase Order or to such other address that may be designated by the receiving party in writing.

22. SURVIVAL. Subject to the limitations and other provisions of the Purchase Order: (a) the representations and warranties of the parties contained in the Purchase Order shall survive its expiration or earlier termination; and (b) the following provisions, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of the Purchase Order: Sections 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 22.