

PIPP MOBILE STORAGE SYSTEMS, INC.
STANDARD TERMS AND CONDITIONS OF PURCHASE

All purchase orders issued by Pipp Mobile Storage Systems, Inc. and its affiliates (collectively "Pipp") are subject to the following terms and conditions of purchase. "Products" refers to the products described on the applicable purchase order (the "Order") to be purchased by Pipp from the Supplier named on the Order ("Supplier"), and "Contract" refers to any contract formed by the Order and these terms and conditions.

1. **Agreement.** The Order constitutes an offer by Pipp and may be revoked or changed at any time before acceptance. PIPP OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS BY SUPPLIER IN ACKNOWLEDGING OR ACCEPTING THE ORDER, and neither acceptance of delivery of all or part of the Products ordered, nor payment therefore, shall constitute acceptance by Pipp of any such different or additional terms and conditions that may be contained in Supplier's acknowledgment, acceptance, confirmation, invoice, or other writing, regardless of whether Supplier's acceptance of the Order is conditioned upon Pipp's assent to such terms and conditions. If the Order is made in response to a written proposal or other form of offer from Supplier, and if Supplier's proposal or other form of offer contains terms and conditions additional to or different from those contained herein, PIPP'S ACCEPTANCE OF SUPPLIER'S PROPOSAL OR OFFER IS HEREBY EXPRESSLY CONDITIONED UPON SUPPLIER'S AGREEMENT TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE ORDER. Supplier's signing and returning the Order, other written indication of acceptance, commencement of any work in furtherance of the Order, or the shipment of Products shall constitute acceptance by Supplier of the Order and all of its terms and conditions.

2. **Price and Payment.** The price for the Products shall be as set forth in the Order or, if not set forth therein, the last price quoted or the prevailing market rate, whichever is lower (the "Price"). Unless Pipp agrees otherwise in writing, the Price includes all costs and expenses to be paid by Pipp, and Pipp shall not be required to pay any amounts in addition to such Price (including without limitation any sales, use or other taxes). Except as shown on the Order, Pipp shall not be required to pay any late charge, interest, finance charge or similar charge. Pipp's payment of the Price does not indicate its acceptance of the Products. Pipp shall pay all invoices within sixty (60) days from the date of the invoice or the date of acceptance of the Products, whichever is later. Supplier warrants that the Price is at least as low as the price charged by Supplier to other buyers for the same Products.

3. **Shipment and Delivery.** Unless Pipp agrees otherwise in writing, the Products shall be delivered DDP the delivery location identified on the Order or otherwise designated by Pipp, and shall be made in accordance with all Pipp instructions. Supplier will deliver all Products on the date specified in the Order or otherwise designated by Pipp. All delivery dates are firm, and time and quantities are of the essence. Pipp shall not be obligated to accept any untimely, incomplete or excessive shipments. Packing slips must be included in all Product shipments. Pipp's Order number must be shown on each package, packing slip, and invoice related to the Order. Supplier will be solely responsible for, and will

indemnify Pipp for, any costs associated with Supplier's failure to comply with the shipping and delivery requirements set forth herein, including failure to deliver Products on time or any excess or deficit in the quantity of Products delivered.

4. **Blanket Order.** If the Order states that it is a blanket purchase order or blanket purchasing agreement, then, except to the extent otherwise expressly stated on Order, (a) Supplier is obligated to deliver to Pipp all Products ordered or released by Pipp during the period, or in accordance with the delivery schedule specified on the Order, (b) Pipp is not obligated to order, release or purchase from Supplier any particular quantity or volume of Products, and (c) Pipp may purchase any or all of the Products from others.

5. **Representations and Warranties.** Supplier represents and warrants that (a) Supplier is duly organized and validly existing under the laws of its state of organization, (b) the Contract is the valid and binding obligation of Supplier, enforceable against Supplier in accordance with its terms, (c) Supplier is solvent, (d) Supplier will, and will cause the Products to, comply with all applicable laws, and (e) neither execution nor performance of the Contract will conflict with or result in the breach of any other agreement or obligation by which Supplier is bound. Supplier shall provide, at Supplier's expense, all labor, materials, equipment, transportation, facilities and other items necessary to provide the Products. Supplier further represents and warrants that (i) the Products will conform in all respects with: (A) the requirements of the Contract; (B) all specifications, catalogs and descriptive literature provided for such Products; and (C) any specifications, drawings, samples and/or other descriptions specified by Pipp, (ii) the Products will be new, free from any defects in materials and workmanship, merchantable, and fit and sufficient for the purpose intended, (iii) Supplier has good title to all Products and will pass such title to Pipp free of any security interests, liens, or other encumbrances; (iv) the Products will not infringe upon any intellectual property rights of any third party, and (v) the Products will be stored, packaged, handled, labeled, and transported in a manner adequate to prevent damage during storage, handling and shipping and in accordance with applicable law and all requirements provided by Pipp.

6. **Inspection and Acceptance.** All Products shall be subject to Pipp's inspection and approval or rejection. In the event of any Products that do not conform with the terms of the Contract, Supplier will, at Pipp's option and at Supplier's sole expense, promptly, in addition to any rights or remedies that Pipp may have under the Contract, in equity, or at law, either (a) repair or replace such Products, or (b) promptly reimburse Pipp for any amounts paid by Pipp for such Products. Supplier shall be liable to Pipp for any costs, expenses and damages, whether direct, incidental, or consequential, which result from a breach of any Supplier warranties. Upon reasonable advanced notice, Pipp's employees or agents may enter Supplier's premises to inspect and test the Products, Supplier's process of manufacture of them, and any materials, components, or work-in-process that are to be used in their manufacture. Pipp's inspection, acceptance, use of or payment for any Products shall not constitute a waiver by Pipp of any Supplier warranties.

7. **Indemnity.** Supplier shall indemnify and hold Pipp harmless, and defend Pipp if it requests, as to any claims, liabilities, losses, damages and expenses (including attorney fees) brought against or incurred by Pipp resulting from (a) Supplier's actual or alleged acts or omissions, (b) any failure of the Products to comply with the specifications and warranties set forth in this Agreement, including any failure of the Products to be delivered on the specified delivery date; (c) any claim that the Products or any materials developed, authored or originated by Supplier infringe any third party's intellectual property rights; or (d) any failure of Supplier or the Products to comply with applicable law.

8. **Changes.** Pipp may, at any time prior to delivery of Products, modify or cancel all or part of the Order issued to Supplier hereunder by issuing a written order to Supplier specifying the modification or cancellation. In the event of a complete or partial cancellation, Pipp will reimburse Supplier for documented costs actually and reasonably incurred by Supplier, prior to the issuance of Pipp's cancellation order, for procurement of raw materials to fulfill the cancelled Order or portion thereof. In the event of modification of an Order, Supplier shall promptly comply with the modified terms. In the event that any modifications cause an increase or decrease in the cost or time required for the performance, Pipp and Supplier will use commercially reasonable efforts to agree upon an equitable adjustment to the Order. If the parties are unable to agree upon such adjustment, Pipp may terminate this Agreement immediately upon notice to Supplier.

9. **Termination.** Pipp may terminate the Contract, in whole or part, if Supplier (a) is in breach of the Contract, including failure to make delivery of the Products as and when required, (b) becomes insolvent, (c) makes an assignment for the benefit of creditors; (d) files or has filed against it a petition in bankruptcy; (e) has a receiver appointed for its assets; or (f) is dissolved or liquidated. Upon such termination, Pipp shall have no payment obligations to Supplier with respect to the Contract or the terminated portion thereof other than amounts due for conforming Products delivered to Pipp prior to the date of termination in accordance with the terms of the Contract. Termination of the Contract will not affect those

provisions which specifically provide for survival beyond expiration or termination, or any provisions regarding indemnification, warranties, and confidentiality.

10. **Insurance.** Supplier shall maintain insurance coverage that will fully protect both Supplier and Pipp from any and all claims and liabilities of any kind or nature for property damage, personal injury, death and economic damage, by or to any person or property, that may arise from the Products or their use. Supplier shall maintain employee's liability and compensation insurance that will protect Pipp from any and all claims and liabilities made by Supplier or any employee or agent of Supplier under any applicable worker's compensation or occupational disease acts. All insurance required by this paragraph shall be in amounts and coverages, and shall be issued by insurers, reasonably satisfactory to Pipp. Upon request by Pipp at any time, Supplier shall furnish Pipp with certificates evidencing required insurance.

11. **Confidentiality.** Supplier shall keep confidential, shall not disclose to any third party, and shall not use for any purpose other than performance of its obligations under the Contract any proprietary nonpublic information of or regarding Pipp that is provided to Supplier or otherwise becomes available to Supplier in connection with the Contract, including trade secrets, pending patents, and other intellectual property, specifications, drawings, samples, models, and business or technical data such as information regarding plans, plants, processes, products, costs, equipment, operations, suppliers or customers. The foregoing obligation shall survive expiration or termination of the Contract. Supplier shall be responsible for any violation of the foregoing obligation by its employees, contractors and other agents and representatives. If there is an actual or threatened breach of this section, Pipp's remedies at law will be inadequate and therefore Pipp shall have the right of specific performance or injunctive relief, or both, in addition to any and all other remedies and rights at law or in equity.

12. **Records and Audit.** Supplier agrees to maintain records of its activities under the Contract in accordance with recognized commercial accounting standards for six (6) years after the termination of this Agreement. Upon reasonable notice to Supplier, Supplier shall allow Pipp, or its authorized representatives, to conduct reviews of Supplier's records, information and data maintained by Supplier and associated with the provision of Products under the Contract.

13. **Other Terms.** Supplier shall not permit a lien or claim to attach to the Products or any property of Pipp. Supplier may not delegate or subcontract any of its obligations under the Order without Pipp's written consent. Pipp may deduct and set off any damages or other amounts then owing to Pipp by Supplier, whether under the Order or otherwise, from and against any amounts at any time owing from Pipp to Supplier. If at any time Pipp has reasonable grounds for insecurity as to Supplier's performance, Supplier shall provide adequate assurance of due performance within 10 days after demand by Pipp, which shall be considered to be a reasonable time.

14. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to the principles of conflicts of law, and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. The parties hereby consent to the exclusive jurisdiction of the state or federal courts in the State of Michigan to adjudicate any dispute arising under or in connection with this Agreement. Any such dispute shall be brought before the Circuit Court for Kent County, Michigan or the United States District Court for the Western District of Michigan, Southern Division. The parties hereby waive any objection based on inconvenient forum.

15. **Miscellaneous.** If any provision of this Agreement is invalid or unenforceable under any applicable law, the provision shall be ineffective to that extent and for the duration of the illegality, but the remaining provisions shall be

unaffected. Supplier shall not assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of Pipp. This Agreement shall be binding upon and enforceable by and against Supplier and Pipp, and their respective legal representatives, successors, and assigns. Supplier is an independent contractor, and neither Supplier nor any of Supplier's employees or agents shall be considered agents or employees of Pipp.

16. **Complete Agreement.** The Order and the Contract constitutes the entire agreement between Supplier and Pipp with respect to the subject matter hereof. Any change in, or waiver of, any provision of the Order or the Contract must be contained in a writing signed by Pipp. Pipp's waiver of any breach by Supplier of any condition or right pursuant to the Order shall not be deemed a waiver as to any other breach, condition, or right.