1. ACCEPTANCE - Contractor’s acknowledgement of the terms of this purchase order (the "Order") signed by the President and Chief Executive Officer, without timely express written objection, or Contractor's shipment or performance of any part of this Order, constitutes an agreement to all of the terms set forth herein and on the face of this Order and on any attachments hereto with respect to the purchase by Raleigh-Durham Airport Authority ("RDUAA") or the goods or services described on the face hereof (the "Goods/services"); and such terms and conditions, together with any other written agreement signed by Contractor and RDUAA's President and Chief Executive Officer that deals with the same subject matter as this Order, shall constitute the entire agreement between Contractor and RDUAA. This Order constitutes an offer by RDUAA and expressly limits acceptance to the terms hereof. Any additional or supplemental provisions or any variance hereinafter that may appear in Contractor's quotation, acknowledgement, invoice or in any other communication from Contractor shall be deemed accepted by or binding on RDUAA if so expressly agreed which modify or otherwise vary from the terms of this Order, and such provisions are superseded by the terms and conditions stated herein, unless and until RDUAA President and Chief Executive Officer expressequations, in writing, to the contrary. Contractor shall perform everything herein, if any of the terms or conditions of this Order conflict with or are inconsistent with any of the terms or conditions of a written agreement signed by Contractor and RDUAA that deals with the same subject matter as this Order, then the terms and conditions of the agreement shall control. Stenographic and clerical errors and omissions are subject to correction. This Order is not valid without the signature of RDUAA President and Chief Executive Officer.

2. DEFAULT AND DELAYS IN DELIVERY - Time and rate of delivery are of the essence, except when delay is due to causes beyond the Contractor's reasonable control and without Contractor's fault or negligence. RDUAA may by written notice of default to Contractor (a) terminate the whole or any part of this Order in any one of the following circumstances: (1) if Contractor fails to make shipment of the Goods or fails to perform the Services within the time specified herein or any extension thereof; or (2) if Contractor fails to comply with the terms of this Order or any written instructions or specifications to the contrary, which procure upon such terms as RDUAA shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Contractor shall continue performance of this Order to the extent permitted by RDUAA and RDUAA shall be entitled to procure services of such similar Goods or Services and any expenses incurred in connection therewith.

3. PRICES - If Contractor's price to any other customer or the regular market price of any of the Contractor's Goods or Services is lower than the price stated in this Order on the date this Order is signed, RDUAA's costs for such similar Goods or Services and any expenses incurred in connection therewith.

4. INVOICES AND PAYMENTS - Unless otherwise authorized by RDUAA, Contractor shall issue a separate original invoice for each delivery that shall include RDUAA's Order and/or contract number and line item number. Contractor shall forward its invoice to the address specified by RDUAA (please email a copy of any invoice to RDUPayables@rdu.com). Unless freight or other charges are itemized, RDUAA may take any offered discount on the full amount of the invoice. Payment due date is Net 30 days and shall be computed from the later of the scheduled delivery date, the actual delivery date or the date of receipt of a correct invoice by the Accounts Payable department. Payment shall be made on the date RDUAA's check is mailed or payment is otherwise rendered. Contractor shall promptly return to RDUAA any amounts paid in excess of amounts due Contractor.

5. SHIPPMENTS - All shipments must equal exact amounts ordered unless otherwise agreed in writing by RDUAA.

6. REJECTION – All Goods shall be received subject to RDUAA inspection. Goods/Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Order may be rejected and returned at Contractor's expense or may be accepted at an appropriate reduction in price. RDUAA may require Contractor to provide Goods/Services acceptable to RDUAA; and, if so required, Contractor may be promptly ordered to recover costs and reasonable attorneys' fees, resulting from any claim that RDUAA's use, possession or sale of the Goods/Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret. "Clickwrap" or "Clickthrough" type agreements or licenses shall not be deemed accepted by or binding on RDUAA. Any product developed/produced for RDUAA becomes the property of RDUAA.

7. INDEMNIFICATION – In the event that any Goods or Services sold, delivered or performed hereunder shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless RDUAA, its officers, employees and agents, from all loss or any other nature whatsoever, including reasonable attorneys' fees, and expenses arising from any action, suit or proceeding in any manner encumber Contractor's rights under this Order, or delegate the performance of any or all of the obligations hereunder, without prior, express written consent from RDUAA. RDUAA hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of this Order, and such provisions are superseded by the terms and conditions stated herein.

8. REMEDIES FOR BREACH OF WARRANTY - In addition to its right to reject nonconforming Goods/Services, RDUAA shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, Part I - Express Warranties, and any other law, statute, regulation, ordinance or other communication from Contractor shall be deemed accepted by or binding on RDUAA. Contractor's performance hereunder (collectively, "Information").

9. TERRITORIAL - In addition to all of the other rights which RDUAA may have under this Order, RDUAA shall have the right, without assigning any reason therefore, to terminate any work hereunder, in whole or in part, at any time. If the termination is not due to Contractor's breach of this Order, RDUAA shall have the right, without assigning any reason therefore, to terminate any work hereunder, in whole or in part, at any time. If the termination is not due to Contractor's breach of this Order, RDUAA shall be entitled to recover costs and reasonable attorneys' fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Order, or delegate the performance of any or all of the obligations hereunder, without prior, express written consent from RDUAA.

10. FREIGHT ON BOARD – All shipments are U.S. F.O.B. Destination for domestic, shipping or Incoterms DDP for international shipments.

11. TAXES – North Carolina Sales and Use tax applies to RDUAA purchases. RDUAA is exempt from the payment of any or any list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (2) it will not take any action causing it to appear on any such list during the term of this Purchase Order, and (3) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any such list.

12. CONFIDENTIAL INFORMATION - (a) Contractor agrees that it will at all times hold in confidence all designs, know-how, techniques, devices, drawings, specifications, product information, confidential information, business plans, and similar data, oral, written or otherwise, conveyed by RDUAA to Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by Contractor in connection with Contractor's performance hereunder (collectively, "Information").

13. IRAN DIVESTMENT ACT – Contractor certifies that: (1) it is not identified on any list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (2) it will not take any action causing it to appear on any such list during the term of this Purchase Order, and (3) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any such list.