

## TERMS & CONDITIONS

1. This order shall be accepted either upon (a) Seller signing and returning to the Buyer the acknowledgement copy of this order or (b) Seller performing any part of Seller's obligations contained in this order, including without limitation, the delivery of any portion of the goods or the performance of any portion of the services to be performed by Seller hereunder. In the event Seller shall not have accepted this order within (10) days after the date hereof, this order at the election of Buyer shall be canceled and any acceptance thereafter shall be deemed a counter offer.
2. Buyer reserves the right to refuse or reject any material or services and to cancel all or any part of this order if Seller fails to deliver or perform any part of the order in accordance with all terms and conditions of this order.
3. In the event of an interruption of our business, in whole or part, by reason of fire, flood, windstorm, earthquake, war, strike, embargo, acts of God, governmental action, or any causes beyond our control, we shall have the option of canceling undelivered orders in whole or part.
4. Delivery shall not be deemed complete until the goods or services ordered have been actually received, inspected and accepted at destination by Buyer, notwithstanding any agreement of Buyer to pay freight, express or other transportation charges, and the risk of loss or damage shall be upon the Seller until said goods or services are received and accepted by Buyer. Packing slips must accompany all shipments.
5. Buyer reserves the right to reject any goods or services which are defective or are not in conformity with any of the terms and conditions of this order. Any goods or services rejected may be returned to Seller, at Seller's risk and expense including, without limitation, any transportation or other charges paid by Buyer. No replacements of rejected goods or services shall be made unless Buyer shall so specify in writing.
6. Seller shall not vary the quantity or goods or services ordered without the prior written approval of Buyer. Buyer may reject any unapproved variation in the quantity of goods or services and any such rejected goods or services may be returned to the Seller's risk and expense.
7. Invoices shall be submitted to Accounts Payable at [CCacctsPayable@ccmlb.com](mailto:CCacctsPayable@ccmlb.com), and shall contain the following information: order number, item number, description of goods or services, sizes, quantities, unit prices and extended totals. Unless otherwise specified, payment will not be made until all goods or services ordered shall have been fully delivered and completed in accordance with the terms and conditions of this order.
8. Discount time will be computed from the date of acceptance at destination or from receipt of correct invoices at the address contained on the front of this order, whichever is later. Payments made for discount purposes are calculated from the date when check is mailed.
9. Seller warrants that no gratuities were offered or given by Seller to any officer, agent or employee of Buyer with respect to the negotiation, award, acceptance or amendment of this order. In the event of breach of such warranty Buyer shall have the right to cancel this order and to pursue against the Seller for damages or other relief provided by law.
10. Seller shall not assign or subcontract this order or the accounts receivable or any other right or obligation hereunder without the written consent of any Buyer. Any attempt by Seller to make such assignment(s) shall be deemed a breach of contract entitling the Buyer to cancel this order in addition to damages and such other relief as may be available.
11. Seller agrees that the goods, services and work ordered hereunder shall be covered by the most favorable commercial warranties Seller gives to any Buyer, but in any event Seller

- expressly warrants that all such goods, services and work will conform to the specifications, drawings, samples or other descriptions approved, furnished, adopted or specified by Buyer, and that the same will be merchandisable and suitable and fit for the purposes intended.
12. Seller agrees that the price of the goods or services ordered do not exceed the price last quoted or charged by Seller, and the price shall be the lowest prevailing market price charged other buyers purchasing the same goods or services in comparable quantities.
  13. Seller guarantees that in producing or furnishing the goods or services ordered Seller shall comply with all applicable Band, federal, state and municipal laws, rules and regulations, including without limitation, the Fair Labor Standards Act, all Band, federal, state and municipal statutes and/or orders and the rules and regulations issued pursuant thereto and the Indian Gaming Regulatory Act and applicable state gaming laws.
  14. Seller agrees to defend, protect, indemnify and hold harmless the Buyer, its successors, assigns, customers and users of the goods or services ordered against all suits at law or equity, and from all damages, losses, claims, demands, judgments and expenses (including attorney's fees) for any actual or alleged infringement of a United States or foreign patent, trademark or copyright concerning said goods or services. If Buyer is enjoined from using any goods or services ordered, Seller, at Buyer's option, shall promptly either (1) have the injunction dissolved and obtain permission for Buyer to use the goods or services without any liability or expense to Buyer, (2) replace such goods or services with non-infringing materials or services to Buyer, (3) remove such goods or services and refund all monies paid by Buyer.
  15. Seller agrees that all work and services that are to be performed at Buyer's Destination or in the preparation or deliver of the goods or services ordered, shall be performed at Seller's risk. Seller agrees to indemnify and hold harmless the Buyer from and against any liability, claims, demands, judgements and expenses (including attorney's fees) arising from any injuries or damages to any person, including death, or damage of property arising directly or indirectly from any act or omission by Seller in performing of completing this order.
  16. This Agreement shall be governed by, construed and enforced in accordance with the following laws of the Mille Lacs Band of Ojibwe Indians.
  17. Nothing in the Agreement shall be construed as a waiver of the sovereign immunity of the Mille Lacs Band of Ojbiwe or the Buyer.
  18. The terms and conditions in this order constitutes the complete and final agreement between Buyer and Seller and no other agreement in any way modifying the said terms and conditions will be binding upon Buyer unless made in writing and signed by Buyer's authorized representative. No modification or waiver shall be deemed by an acceptance, acknowledgement or confirmation from Seller containing other or different terms.

**ALL DELIVERIES NOT REFERENCING OUR PURCHASE ORDER NUMBER WILL BE  
REFUSED UPON DELIVERY.**