

**POTAWATOMI BINGO CASINO/POTAWATOMI HOTEL
POTAWATOMI CARTER CASINO HOTEL
STANDARD PURCHASE ORDER TERMS AND CONDITIONS**

1. **DEFINITIONS:** "Buyer" means "Forest County Potawatomi Community" ("FCPC"), a federally recognized Indian tribe, d/b/a Potawatomi Bingo Casino ("PBC"), Potawatomi Hotel ("PH"), and Potawatomi Carter Casino Hotel ("PCCH"). "Seller" means the person, firm, company, limited liability company, corporation or other entity supplying the goods or services under PBC's/PH's/PCCH's purchase contract/PO, including these Terms and Conditions (the "PO"), and includes all sales or other agents, subcontractors, employees and distributors thereof.
2. **PO ACCEPTANCE:** The PO contains all of the terms and conditions applicable to the goods and/or services to be delivered to PBC/PH/PCCH pursuant to the PO. Upon acceptance of the PO, shipment of goods or commencement of services, Seller shall be bound by the provisions of the PO, including the special provisions on the face of the PO, unless Seller objects to such terms in writing prior to shipping goods or commencing services, or unless the parties have entered into a separate agreement, in such event the terms and conditions of the agreement shall control and these terms and conditions shall supplement such agreement. In the event of any objection, the PO may only be modified pursuant to a writing executed by a duly authorized representative of PBC/PH/PCCH, and shall control over any contrary term or condition contained in any form or pre-printed document, acknowledgement or delivery receipt provided by Seller to PBC/PH/PCCH. No terms and conditions other than those stated herein and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on PBC/PH/PCCH without PBC's/PH's/PCCH's written consent. Any additional or different terms in the Seller's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
3. **DELIVERY:** Unless otherwise specified in the PO, all shipments shall be F.O.B. PBC/PH/PCCH to the "ship to" location specified in the PO. Delivery shall be in accordance with the schedule set forth in the PO, unless otherwise agreed to by PBC/PH/PCCH. Delays in shipment shall be reported immediately by Seller to PBC/PH/PCCH. PBC/PH/PCCH reserves right to cancel the PO, in whole or in part, if Seller should fail to make deliveries in accordance with the terms of the PO, or require Seller to ship goods, at Seller's expense, by expedited routing. Time is of the essence of this PO and it is mutually agreed between the parties hereto that the performance of all of the terms and conditions herein shall be an essential part of this PO.
4. **ACCEPTANCE BY PBC/PH/PCCH:** Goods and/or services purchased under the PO are subject to PBC's/PH's/PCCH's inspection and approval within a reasonable time, but not more than sixty (60) days after delivery. PBC/PH/PCCH, at its option, may reject all or any portion of such goods or services which do not conform in every respect with the terms of the PO, or require Seller to provide replacement goods or re-perform services in conformity with the terms of the PO. If PBC/PH/PCCH elects to accept nonconforming goods or services, PBC/PH/PCCH, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the contract price thereof to compensate PBC/PH/PCCH for the nonconformity. Any acceptance by PBC/PH/PCCH shall not be deemed a waiver or settlement of any defect in such goods and/or services.
5. **RISK OF LOSS:** Until accepted by PBC/PH/PCCH as provided above, Seller shall bear all risk of loss and damage, unless such loss or damage results from the negligence of the PBC/PH/PCCH.
6. **WARRANTY:** Seller warrants that (i) all goods delivered under the PO will be free from defects in material and workmanship, and conform to applicable specifications, (ii) Seller has good title to the goods provided to PBC/PH/PCCH and passes such title to PBC/PH/PCCH free from any liens, security interests or other encumbrances, (iii) the goods are merchantable and fit for the purpose intended, (iv) all services shall be completed in a professional, workmanlike manner and in accordance with applicable specifications, and (v) the goods and services provided under the PO will not infringe on 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 PBC/PH/PCCH.
7. **ASSIGNMENT OF RIGHTS:** Seller may not assign or delegate its rights or duties hereunder without the express written consent of PBC/PH/PCCH.
8. **CHANGE, CANCELLATION AND TERMINATION:** The PO can be changed, terminated or canceled by PBC/PH/PCCH for any reason, including convenience upon prior written notification to Seller. In the event of a change, PBC/PH/PCCH and Seller will make a fair and equitable modification to their rights and obligations under the PO, if such change results in an increase or decrease in costs to be incurred or time needed to complete performance of the PO. Termination or cancellation for convenience by PBC/PH/PCCH will entitle Seller to payment for only those goods or services delivered, received and accepted, and not subsequently rejected by PBC/PH/PCCH. PBC/PH/PCCH may immediately terminate the PO without prejudice to any right or remedy, after giving Seller notice of any breach by Seller of its obligations hereunder.

9. **TAXES:** PBC/PH/PCCH is a tax-exempt entity. Goods and services purchased by PBC/PH/PCCH are not subject to state sales tax. It is understood that the PBC/PH/PCCH shall not be responsible for the payment or withholding of any taxes for payments made under the terms of this PO.
10. **USE OF PBC'S/PH'S/PCCH'S NAME:** Seller agrees not to use the name of PBC/PH/PCCH or disclose the existence of the PO in any advertising, promotion or other written or oral disclosure without the prior written consent of PBC/PH/PCCH.
11. **EXCUSE:** Seller shall be excused for any nonperformance due principally to circumstances, which are both beyond its control and not foreseeable, but in no event shall Seller be excused for any inability to obtain goods or services necessary for Seller's performance, nor for any labor disputes involving employees of Seller, PBC/PH/PCCH, any subcontractor of either, any carrier or any other person.
12. **INDEMNIFICATION:** Seller agrees to indemnify and hold harmless PBC/PH/PCCH from and against any and all claims, actions, damages, or other losses arising from or by reason of Seller's performance hereunder, except to the extent that such claims, actions, damages or other losses result from PBC's/PH's/PCCH's gross negligence or willful misconduct. As used in this indemnification provision and for purposes of Seller's insurance, "PBC", "PH", and "PCCH" shall be deemed to include PBC's/PH's/PCCH's Executive and General Councils, elected officials, officers, employees, agents, guests and invitees.
13. **INSURANCE:** At all times during its performance hereunder Seller shall obtain and keep in force workers' compensation insurance for all of its employees within statutory limits; general liability insurance, of not less than \$1,000,000 per occurrence, and \$2,000,000 in aggregate, and automobile liability for all owned, non-owned and hired vehicles used in carrying out the PO, with limits of not less than \$100,000. For PO's involving Gaming Contractors, public liability insurance with limits of not less than \$250,000 for any one person and \$4,000,000 for any one occurrence for personal injury, and \$2,000,000 for any one occurrence for property damage must be obtained. Seller must provide PBC/PH/PCCH with a certificate of insurance evidencing Seller's compliance with the foregoing insurance provisions, if applicable, with the PO. PBC's/PH's/PCCH's obligations under the PO are dependent upon Seller's meeting the insurance requirements set forth above.
14. **COMPLIANCE WITH LAWS:** Seller shall comply with all laws and governmental rules, regulations and POs applicable to the goods delivered and/or services rendered under the PO, including, but not limited to, obtaining all necessary licenses and permits.
15. **HAZARDOUS MATERIALS:** All packaging, transportation and handling of hazardous materials shall be in accordance with applicable laws and regulations. All Sellers who supply or use hazardous materials shall provide Material Safety Data Sheets.
16. **PBC'S/PH'S PROPERTY:** All materials, including documents, drawings, specifications and tools, furnished or paid for by PBC/PH/PCCH shall remain the exclusive property of PBC/PH/PCCH. All documents, drawings and specifications shall be considered confidential and not disclosed to any third party. All materials shall be returned to PBC/PH/PCCH upon Seller's completion of its obligations under the PO. Seller assumes all liability for loss or damage of such materials, excluding normal wear and tear.
17. **INSOLVENCY:** In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, or in the event of the appointment of an assignee for the benefit of creditors or of a receiver, Seller must provide notice to PBC/PH/PCCH and PBC/PH/PCCH shall be entitled to cancel the PO, in whole or in part, without any liability whatsoever.
18. **INDEPENDENT CONTRACTOR:** Seller is an independent contractor, who provides similar services to others, for all purposes of the PO, and has no express or implied authority to bind PBC/PH/PCCH by contract or otherwise.
19. **CONFIDENTIALITY:** Seller acknowledges that it may be exposed to confidential information of PBC/PH/PCCH. Confidential information includes, but is not limited to, data relating to PBC's/PH's/PCCH's operation, customer data, financial records, and other information of the business affairs of PBC/PH/PCCH. Seller shall not, directly or indirectly, use, disseminate, disclose, or in any way reveal or use beyond the scope of authority granted by PBC/PH/PCCH all or any part of the confidential information, which it will be exposed to, and shall use such confidential information only to the extent specifically authorized by PBC/PH/PCCH. Upon cancellation or termination of the PO for any reason whatsoever, Seller shall turn over to PBC/PH/PCCH any and all copies it may have of confidential information. Seller acknowledges that this provision shall survive the termination of the PO for five years. The confidentiality provisions of this Paragraph shall apply to and be binding upon Seller's officers, employees and representatives.
20. **WAIVER:** Waiver of a breach of any provision of the PO by PBC/PH/PCCH shall not constitute waiver of future compliance with such provision nor shall it be construed as a waiver of any other breach. Any waiver must be in writing, signed by both PBC/PH/PCCH and Seller.
21. **SEVERABILITY:** If any provision of the PO, including these Terms and Conditions, shall be declared illegal, void or otherwise unenforceable, the remaining provisions shall not be affected and will remain in full force and effect.
22. **CHOICE OF LAW:** It is mutually agreed that this Agreement shall be interpreted and construed in accordance with the laws of the Forest County Potawatomi Community (FCPC); in the absence of applicable FCPC law, in accordance with the laws of the State of Wisconsin. The parties only intend to apply the Wisconsin rules of construction for interpreting ambiguous contracts. Nothing in

this Agreement shall grant any jurisdiction to the State of Wisconsin, or to any other state or any political subdivision thereof, over the provisions of this Purchase Order.

23. **ACCESS:** Seller agrees that all persons providing services on PBC's/PH's/PCCH's premises shall be 21 years of age and to comply with PBC's/PH's/PCCH's reasonable business and security policies and any applicable regulatory restrictions governing such access.
24. **PRECEDENCE:** In the event that various parts of the PO are inconsistent, the following order of preference will apply: (i) These Terms and Conditions; (ii) Any contract or agreement incorporated in the PO by reference; (iii) Special terms and conditions on the face of the PO; (iv) any agreements or addendums added by PBC/PH/PCCH to the Seller's terms.
25. **NOTICES:** All non-legal notices shall be deemed given when deposited in the U.S. mail or with an overnight courier, postage paid and addressed to the Party at its last known billing or service address, hand delivered to the Party's place of business, or sent by facsimile transmission to the Party's last known facsimile number with confirming receipt. Notice may also be provided electronically by email with confirming receipt with the designated representative.

Notices shall be sent to the following:

Potawatomi Bingo Casino/Potawatomi Hotel
1721 Canal Street
Milwaukee, WI 53233
Attention: Purchasing
Fax: 414-847-8039

Notice to seller shall be deemed given when deposited in the U.S. mail or with an overnight courier and addressed to you at your last known billing or service address, hand delivered to Seller or Seller's place of business, or sent by facsimile transmission to Seller at Seller's last known facsimile number. PBC/PH/PCCH reserves the right to provide notice to Seller electronically or by telephone, and such notice shall be deemed given when left with Seller. Seller's notice to PBC/PH/PCCH shall be deemed given when received by PBC's/PH's/PCCH's designated representative.

26. **Regulatory Compliance:** Contractor acknowledges that Client operates under privileged licenses in a highly regulated industry, and any person or company that performs work for the client may require vendor registration and compliance with the requirements established by the Forest County Potawatomi Community's Gaming Commission. Contractor agrees that if such registration is suspended or revoked by the Gaming Commission, all business with Client shall cease. Furthermore, Contractor shall cooperate with Client and its gaming regulatory authorities as reasonably requested by Client, or such gaming regulatory authorities, and shall provide the Client and gaming regulatory authorities with such information as they may request. If Client, acting on the recommendation of any gaming regulatory authority, withdraws its approval of this Agreement, then this Agreement shall be void and neither party shall have any rights hereunder, except all services provided shall be paid and any advance payment for services not provided shall be refunded without offset and any equipment returned shall be for a full refund or if equipment is retained it shall be paid for in full. It shall be an event of default if Client, obtains from any source information with respect to Contractor or this Agreement that would, in the opinion of client or a gaming regulatory authority with jurisdiction over Client jeopardize the gaming licenses, permits or status of Client or Client's employees with any gaming commission, board, or similar regulatory or law enforcement authority. Contractor agrees that this Agreement is subject to, and Contractor agrees to comply with, applicable provisions of the Client's Gaming Compact with the State, applicable federal and FCPC laws, rules and regulations.
27. **NO WEAPONS POLICY:** Contractor understands and acknowledges that PBC/PH/PCCH has a policy that prohibits all persons who enter PBC/PH/PCCH property from carrying a handgun, firearm or other lawfully prohibited weapon of any kind, regardless of whether the person is licensed to own and/or carry the weapon (law enforcement excepted under limited circumstances). Contractor agrees to abide by this restriction, and agrees that violation of this provision may result in immediate termination of this Agreement.