

# PURCHASE ORDER TERMS AND CONDITIONS

## WHL Design Group

3351 S. Highland Drive Suite 204, Las Vegas, NV 89109

1. **ACCEPTANCE:** This Purchase Order or any release or revision related hereto (collectively, the "Order") shall be deemed accepted by Seller when (a) Seller indicates its acceptance in writing, (b) Seller begins commencement of work on the goods, materials and/or services to be purchased hereunder ("G&S"), or (c) shipment of the goods covered hereunder, whichever occurs first. UNLESS THERE IS ALSO A FORMAL WRITTEN AGREEMENT RELATED TO THIS ORDER AND SIGNED BY BOTH PARTIES, SELLER'S ACCEPTANCE IS LIMITED TO ACCEPTANCE OF THE EXPRESS TERMS OF THIS ORDER AND DOES NOT INCLUDE ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER OR ANY ATTEMPT BY SELLER TO VARY THE TERMS HEREOF.
2. **SHIPMENT/ RISK OF LOSS/ RECORDS:** Seller shall prepare and pack for shipment all goods in accordance with good commercial practices. A packing slip must be included with all shipments and must indicate the Purchase Order Number and Sidemark designated by Buyer, and quantities of each item included in the shipment. Buyer will not pay charges for packing, crating, shipping or delivery, unless otherwise stated herein. If Seller must ship in a more expensive manner than specified herein to comply with Buyer's required delivery date, Seller shall pay all increased costs, unless Buyer solely causes the necessity for and agrees in writing to pay the increased costs. Seller shall be responsible and bear the risk of loss or damage for the goods covered by this Order until they are delivered at the designated delivery point, inspected, and accepted by Buyer in writing, regardless of the point of inspection or transfer of title, unless Buyer is picking up the freight. Buyer and Seller shall provide reasonable assistance to each other in the prosecution of any claims against carriers. Seller shall maintain manufacturing and shipment records for at least three (3) years from the date of Seller's shipment and Buyer shall have access to such records upon reasonable prior notice.
3. **TIMELY DELIVERY:** Timely deliveries and/or completions of service are of the essence for this Order. Buyer may, at Buyer's option and at Seller's expense, refuse to accept or return any merchandise delivered, or services performed, after the date (s) specified in this Order. Buyer shall not be liable for the purchase of merchandise, or the payment of services, refused, returned or rejected, as applicable, based upon late delivery or performance. If the job site for which any merchandise is intended is not ready for deliveries, Seller, upon notice from Buyer, shall hold such merchandise for a reasonable period and at no cost.
4. **PRICE / INVOICES:** The price set forth in this Order is firm and is the total amount due from Buyer for the G&S, including without limitation duties, taxes or any other charges agreed upon by Buyer, subject to adjustment for any rebates or credits described herein. Excise tax, where applicable, shall be billed as a separate item on the same invoice as the G&S to which it is related. Buyer shall not be responsible for any amount above the total amount expressly stated in this Order. Without Buyer's prior written consent, Seller shall not add any charges. To the extent no price or prices are set forth herein, Seller's price shall be the lowest market price prevailing at time of either the quotation or shipment, whichever price is lower, and in no event may this Order be filled at prices higher than those last previously quoted or charged to Buyer without Buyer's written consent. Invoices must be submitted electronically with reference to the applicable Order to Buyer's Accounts Payable immediately upon shipment of the goods or performance of the services. A bill of lading or express receipt must be included if a sale of goods is involved. As it relates to the interpretation and application of this Section, invoice receipt shall never occur prior to Buyer's receipt of the applicable G&S. In the event an invoice arrives prior to Buyer's receipt of the applicable G&S, Buyer's payment period shall not begin until Buyer's receipt of the applicable G&S.
5. **ELECTRONIC COMMERCE AND COMMUNICATION:** Seller will support Buyer's electronic commerce and communication programs such as: E-Sourcing/Procurement, Advance Shipping Notices, PO transmission and confirmations, as requested by us (collectively referred to as "Electronic Commerce. If Buyer elects to purchase by Electronic Commerce such purchases will continue to be governed by the provisions of this Order and as may be provided in a separate Electronic Commerce agreement between the parties hereto.
6. **INTELLECTUAL PROPERTY:** Any works created by Seller pursuant to this Order shall be considered works made for hire and the Buyer shall be considered the author of such works under the Copyright Act of 1976. If such works do not qualify as works made for hire, Seller hereby assigns to Buyer all copyrights in works created by Seller pursuant to this Order. Seller shall not copy, distribute, publicly display, publicly perform or create any derivative works based on such works for any purpose without the express prior written permission of Buyer. Vendor represents and warrants the G&S covered by this Order will not infringe on any patent, trademark or copyright granted or recognized under any applicable law or authority.
7. **CHANGES:** If this Order specifies quantities, delivery and/or installation dates, Seller agrees (unless otherwise directed by Buyer in writing) to deliver and/or install the goods in accordance with the dates set forth in the Order. Buyer may, at any time prior to delivery, change the specifications for the G&S and delivery thereof. Seller will accept any changes, provided that if a change increases or decreases the cost or time required for performance, the parties will equitably adjust and modify the terms hereof in writing accordingly. Seller shall inform Buyer in writing in advance of the shipment of goods or rendering of services of any material change, intentional or otherwise, to the G&S, including without limitation, changes in composition, quality specifications, labeling, functionality, safety, manufacturing locations, and any suppliers. Upon notice of any change, Buyer may cancel this Order. Any revisions to this Order, price or otherwise, must be in writing and approved by Buyer. Any unauthorized change to G&S under this Order, including but not limited to incorrect quantities of G&S ordered, is subject to rejection by Buyer and return at Seller's sole expense.
8. **REPRESENTATIONS AND WARRANTIES:** Without limiting any other express warranties, Seller hereby warrants to Buyer that the G&S to be furnished under this Order shall, as applicable, fully conform to the specifications, drawings, samples or other descriptions furnished to Buyer by Seller or furnished or adopted by Buyer, shall be fit and sufficient for the purpose intended, merchantable, of first grade quality and workmanship, free from defects in materials and/or workmanship, and free of any liens, claims, encumbrances and retained title contracts. This warranty shall survive delivery and shall not be deemed waived either by reason of Buyer's acceptance or payment. At Buyer's option, Seller shall replace or redo, at Seller's sole cost and expense, any material, merchandise or services, or portion thereof, found by Buyer within twelve (12) months after acceptance to be defective. Seller further represents and warrants Seller has obtained or filed all licenses, registrations, statements, compliance certificates and permits as may be required by law or other governmental authority, including without limitation any gaming authorities. Seller, its employees and contractors, shall abide by all federal, state and local laws or regulations and also Buyer's Policies and Procedures while upon any WHL Design Group property or property of a WHL Design Group client. Seller further represents and warrants it is a duly organized and properly existing business entity under the laws of its state of incorporation and has obtained all requisite licenses to conduct business in the state where this Order is to be performed. Seller warrants to Buyer that it has not, and will not, pay any rebate, commission, kickback, salary, remuneration or reward, indirectly or in any form whatsoever, to any officer, employee, agent, or representative employed by or on behalf of Buyer.
9. **CANCELLATION:** Buyer may for any reason, at Buyer's option, cancel any unshipped goods or unperformed services. To the extent this Order covers services or stock goods, Buyer's only obligation is to pay for and accept goods shipped, and services performed, prior to such cancellation. To the extent this Order covers goods manufactured or fabricated to Buyer's (as opposed to Seller's) specifications, Seller shall immediately stop all performance hereunder upon receipt of notice of cancellation and, if Seller is not in default, Buyer shall reimburse Seller for the actual, direct cost to Seller of such goods which has, at the time of such cancellation, been wholly or partially manufactured. Upon payment, title to all such goods shall pass to Buyer.
10. **BREACH:** If Seller fails to make delivery of all or any of the merchandise or perform all or any of the services specified in this Order within the time (s) and manner specified or otherwise fails to perform all or any of the terms of this Order, Buyer may, at the Buyer's option and without prejudice of any other rights, cancel this Order in whole or in part.
11. **INDEMNITY:** To the fullest extent permitted by law Seller, at its sole cost and expense, agrees to indemnify, defend and hold harmless Buyer, Third Party Beneficiaries (as defined in Section 18 below), Owner Parties (as defined in Section 19 below), and their respective members, officers, directors, managers, employees, agents, shareholders, successors and assigns, heirs, administrators, and personal representatives (collectively, "Buyer's Indemnitees") from and against any and all losses, damages, costs, expenses, claims, judgments or liabilities (including reasonable costs and attorney's fees which shall be reimbursed as incurred) which in any way arise out of or relate to any actual or alleged injury, death or damage to any person or property resulting from any act or omission of Seller, its employees, contractors or affiliates or the goods supplied or services covered by this Order. Seller also agrees, at its sole cost and expense, to indemnify, defend and hold harmless Buyer's Indemnitees, their parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, successors and assigns, and employees, from and against any and all claims, demands, losses, liabilities, damages, causes of action or expenses (including reasonable costs and attorney's fees, which shall be reimbursed as incurred), caused by, resulting from, or in any way connected with (a) an infringement of or claimed infringement of any patent, trademark, or copyright arising out of the sale, use or possession of the merchandise furnished by, or the services performed by Seller (b) the acts or omissions of Seller or Seller's agents, employees, subcontractors or contractors in conjunction with this Order, or (c) any breach of the warranties of Seller contained in this Order.

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12. **NO WAIVER, NO OTHER TERMS:** No waiver or modification of the terms or conditions of this Order shall be binding on Buyer unless approved in a documented Change Order. No waiver of a breach of any provision of this Order shall constitute a waiver of any other breach of this Order. This Order is expressly limited to the terms and conditions contained herein, and any other terms conditions contained on Seller's document (s) which purport to limit Seller's obligation or liability or Buyer's right to remedies shall be of no force and effect.
13. **PRIVILEGED LICENSES:** Seller acknowledges that Buyer and other affiliates are engaged in businesses that are or may be subject to and exist because of privileged licenses or other permits issued by governmental authorities or other sovereigns. Buyer may terminate the Order, without penalty or prejudice or any further liability to Seller, if Buyer or any affiliate or other subsidiary : (i) is directed to cease doing business with Seller by any such authority or sovereign; or (ii) determines, in its sole and exclusive judgment, that Seller, Seller's affiliates or any of its or their directors, officers, employees, agents or other representatives is, might be or is about to be engaged in or involved in any activity or relationship that could or does jeopardize any of the businesses or licenses of Buyer or any affiliate (including, without limitation, any denial, suspension or revocation (or the threat thereof)). Seller shall be entitled to receive all undisputed fees that have accrued or otherwise become due but are unpaid at the time of termination, if not otherwise prohibited by any applicable governmental or licensing authority. Without limiting the foregoing, Buyer or its designee shall be entitled to, and Vendor shall refund, pro rata, any pre-paid fees, deposits, escrowed amounts or other upfront payments made by Buyer based on the proportion of work or services then not completed under this Order. Further, Seller: (a) acknowledges that it is illegal for an applicant to whom a license has been denied, a licensee whose license has been revoked, or a business organization under such a person's control ("Denied Entity"), to enter into, or attempt to enter into, a contract with Buyer or any of its affiliates without the prior approval of certain gaming commissions or licensing authorities; (b) represents and warrants that it is not a Denied Entity and is not under the control of a Denied Entity; and (c) agrees that any breach of the foregoing representation and warranty will allow Buyer to immediately terminate this Order.
14. **ATTORNEY'S FEES:** Should Buyer utilize the services of an attorney to enforce or defend any term or condition herein, Buyer shall be entitled to an award of reasonable attorney's fees and costs expended throughout the pendency of the demand, claim and/or litigation.
15. **APPLICABLE LAW:** This Order shall be governed by and construed according to the laws of the state of Nevada. All actions or proceedings arising out of or relating to this Order shall be litigated in a local, state or federal court located in Clark County, Nevada. The parties hereto consent to personal jurisdiction in any local, state, or federal court located in Clark County, Nevada, and hereby waive any objection to process based on personal jurisdiction. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW IN ALL ACTIONS AND OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. THIS WAIVER APPLIES TO ALL ACTIONS AND OTHER LEGAL PROCEEDINGS, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. All remedies available to Buyer herein shall be in addition to and cumulative with any and all other remedies available to Buyer at law, in equity or otherwise
16. **CONFIDENTIALITY/ PUBLICITY:** Seller, its employees, agents and representatives, shall consider as Buyer's "Confidential Information," all non-public information provided by Buyer, all specifications or other documents and works prepared by Seller in connection herewith, the fact that Buyer has contracted to purchase G&S from Seller, and all other non-public information relating to this Order. Without Buyer's prior written consent, Seller shall not (a) disclose or use Confidential Information for any purpose other than performing this Order, (b) announce, publicize or discuss with third parties the subject matter of this Order or any works prepared by Seller in connection with this Order, (c) include Buyer's name or trademarks in any marketing materials or (d) disclose that Buyer is Seller's customer. The foregoing provisions shall be subject to the terms of any other written agreement executed by the parties relating specifically to confidentiality, non-disclosure and/or publicity. Buyer shall at all times hold title to all drawings and specifications furnished by it to Seller and intended for use in conjunction with this Order. Seller shall use such drawings and specifications only in conjunction with this Order and shall not disclose such drawings and specifications to any person, firm, or corporation other than government inspectors or the employees or subcontractors of Buyer. Seller shall, upon written request from the Buyer, or upon performance of all terms and conditions of this Order, promptly return all drawings and specifications.
17. **ASSIGNMENT:** Seller may not assign any of its rights or obligations under this Order without Buyer's prior written consent. Seller shall not subcontract any portion of the work contemplated by this Order without the prior written consent of Buyer, which consent may be withheld in its sole discretion. No approval of any subcontractor by Buyer will relieve Seller from any of its obligations under this Order. Any subcontractor that performs any portion any work contemplated by this Order shall comply with the obligations of this Order, including without limitation the Insurance obligations set forth in section 13. If payments are to be made to parties not named on this Order, Buyer must receive written authorization for such payments.
18. **THIRD PARTY BENEFICIARIES:** WHL clients and end users all are intended third party beneficiaries of all Seller's representations, warranties, covenants and obligations under this Order and shall have an independent right to enforce the terms of this Order. Subject to the foregoing sentence, the Parties agree: (a) this Order shall not be construed, in whole or in part, to give rise to any rights, claims or benefits to any person, firm or entity other than the signatories to this Order; and (b) there are no third-party beneficiaries (other than those expressly mentioned above) to this Order and no terms or provisions of this Order may be enforced by or for the benefit of any person or party not a signatory to this Order.
19. **OWNER PARTIES:** Seller's indemnity obligations under this Order shall extend to: Third Party Beneficiaries
20. **FORCE MAJUERE:** Neither party will be liable for any delay nor failure in performing its obligations under the Order (including failure to take delivery of the G&S) to the extent that such delay or failure is caused, without such party's fault or negligence, by a Force Majeure Event. For purposes hereof, a "Force Majeure Event" refers to the occurrence of unforeseeable and/or unavoidable circumstances beyond a party's control that, by their nature, make such party's performance commercially impractical, including, but not limited to, acts of God or the public enemy, fire, flood, acts of war, government action, accident, earthquakes, explosion, epidemic, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. A party's economic hardship or changes in market conditions are not considered Force Majeure Events excusing such party's performance. Seller will use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Order. If a Force Majeure Event prevents Seller from carrying out its obligations under this Order for a continuous period of more than thirty (30) days, Buyer may terminate the Order immediately by giving written notice to Seller.
21. **ENTIRE AGREEMENT:** Except as provided herein or as otherwise agreed upon by the parties in a separate written agreement relating to the subject matter hereof, this Order and any documents referenced herein constitute the entire agreement between the parties regarding this Order and replace any contemporaneous oral or written communications between the parties related hereto. This Order may not be modified by any document issued by Seller or by the parties' course of dealing, custom or usage but only by a mutually agreed upon writing signed by both parties. In the case of a conflict with this Order, the terms of such mutually agreed upon writing will prevail. The acceptance of this Order has been duly authorized by Seller. The parties hereto agree that acceptance of this Order may be indicated via email or other electronic means, which shall have the same force as an original writing and shall be binding on the parties.