



General Purchase Order for Mohegan Sun

GENERAL TERMS AND CONDITIONS:

1. **ACCEPTANCE:** This offer becomes a contract subject to all the terms and conditions contained herein when accepted by acknowledgement by Seller or upon commencement of work by Seller or shipment of items, whichever occurs first. Acceptance of the offer is limited to acceptance of the express terms and conditions herein set forth. Any proposal for additional or different terms and conditions as may be included in Seller acceptance hereunder, shall not operate as rejections of this offer (unless such additional or different terms and/or conditions alter or change the description, quantity or price of items covered by this purchase order) but shall be deemed accepted without such additional or different terms and/or condition.
2. **CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS:** This purchase order shall not in any respect bind or obligate Buyer to Seller unless Seller has obtained all licenses, registrations or other approvals as may be required by the Mohegan Tribal Gaming Commission(MTGC).
3. **WARRANTIES; INDEMNIFICATION:** Seller warrants that the goods, products and/or services (hereafter collectively items) purchased by this agreement are free from any security interest or other lien or encumbrance that the title conveyed is good and its transfer rightful, that the items are free of the rightful claim of any third person, by way of infringement of any rights of third persons, including without limitation to intellectual property rights ,publicity rights, privacy rights or personal rights of any third party. Seller further warrants that the items purchased shall be free from defects in material and workmanship and shall conform to applicable plans, specifications, requirements and samples. Seller warrants that it is the sole owner of the copyright in any copyrightable work (as defined by the Copyright laws of the United States) associated with or part of the items because of Seller's authorship or creation of the work or items or as assignee of the author or creator of the work or items. Seller warrants that no rights under the work have been assigned to third parties. Seller hereby assigns its entire rights to the copyright in the items to the Buyer. Seller agrees to execute any documents deemed necessary by Buyer to establish the ownership in any copyrighted or copyrightable work in Buyer. Seller further warrants that no third parties have any rights under the copyright in the items or their use and/or publication and that neither Seller nor its agents, principals and/or employees have any knowledge of any use of the items or designs thereof or thereon by any third parties. Seller shall indemnify and hold Buyer harmless from all claims, demands, liabilities, costs and expenses, including but not limited to, damages of any kind or nature, court costs and attorneys fees incurred as a result of Buyer's ownership and/or use for the purpose for which the items purchased are intended Seller shall pay expenses and fees incurred by Buyer in monitoring any lawsuits in which Buyer is named defendant notwithstanding the Seller's defense of the suit. This indemnifications and hold harmless obligation of Seller shall



be applicable to all warranties express or implied, and to any claims, demands, liabilities and costs of every kind, type or nature. Nothing herein is intended to waive any implied express or statutorily granted warranties.

4. **DEFAULT AND CANCELLATION:** Buyer reserves the right by written notice of default to cancel this purchase order without liability to Buyer in the event of the happening of any of the following: insolvency of Seller, the filing of voluntary petition in bankruptcy by Seller, the filing of involuntary petition to have Seller declared bankrupt, the appointment of receiver or trustee for Seller, or the execution by Seller of an assignment for the benefit of creditors. If Seller fails to perform as specified herein, or if Seller breaches any of terms hereof, Buyer reserves right without any liability to Buyer as its option and without limiting any of its others rights or remedies, upon giving Seller written notice to (a) cancel this order in whole or in part and/or (b) obtain the goods ordered herein from another source with any and all excess costs resulting there from chargeable to Seller.
5. **COMPLIANCE LAWS:** Seller shall in the performance of work or services hereunder, fully comply with all applicable federal, state or local laws, rules, regulations, codes or ordinances, including any applicable requirements of the MTGC and shall hold Buyer harmless from any liability resulting from failure of such.
6. **SELLER REPRESENTATIONS:** Seller represents and warrants that: (a) it is familiar with the requirements of the MTGC and (b) Seller will take all reasonable and necessary steps in a timely fashion to comply with the requirements of the MTGC, including, but not limited to, providing Buyer with information requires for vendor registration.
7. **ASSIGNMENT OFFSETS:** This purchase order or any interest herein (except any claims for moneys due or to become due with respect hereto) may only be assigned upon the written consent of Buyer. Any assignments by Seller or any claim for moneys due or to become due shall not be effective vis-à-vis Buyer unless Seller shall have given Buyer adequate prior written notice thereof. Any payment to assignee of any claim under this purchase order in accordance with the foregoing shall be subject to set off, recoupment or other reduction for any claim which Buyer may have against Seller. Anything else here in this purchase order notwithstanding, it is agreed that the interests of Buyer in this agreement may be assigned by Buyer to an affiliate of Buyer; provided, however, that upon any such assignments, the assignee assumes and covenants to perform all the duties of the assignor (Buyer) under this purchase order, Buyer will not be obligated to perform under this purchase order and claims or demands arising hereunder shall lie solely against the assignee.
8. **GOVERNING LAW:** This purchase order and all transactions hereunder shall be governed by and construed in accordance with the laws of the State of Connecticut.
9. **MISCELLANEOUS:** The captions in this purchase order are inserted only for convenience in reference and are not to be considered a part of or affect the interpretation of this purchase order. The rights and remedies provided Seller herein shall be cumulative and in addition to any other rights and remedies provided by law or equity. No waiver of any provision hereof shall be effective against Buyer unless such waiver is in writing signed by Buyer. A waiver by Buyer of breach or default of any provision hereof shall not constitute a waiver of any further or other breach or default. The terms and conditions of this purchase order shall not



be changed or modified except by agreement in writing executed by Buyer. If any provision of this purchase order shall be determined to be illegal and unenforceable, such provisions shall be deemed severable from this balance of this purchase order and the balance of this purchase order shall remain in full force and effect.

- 10. LIMITATION OF LIABILITY:** Notwithstanding anything contained in this purchase order or in any documents, installment, certificate or other agreement or oral statement or omission referred to herein, Mohegan Sun ("MS") is liable hereunder only to the extent of the future undistributed net revenues of MS, and no agent, employee, officer, director, member or lender of MS or any successor, personal representative, heir or assign of any foregoing, in each case past, present, or as they may exist in the future, shall be liable in any respect in connections with, arising out of or relating to this purchase order, any other documents related hereto or delivered in connection with the transactions contemplated hereby or any oral statement or omission made in connection with any of the foregoing. Any agreement, statement, certificate or other instrument to be executed simultaneously with, in connection with, arising out of or relating to this purchase order or any other document, statement, certificate, or other agreement referred to above, or any agreement, statement, certificate or other instrument contemplated hereby shall contain language to the effect of this Section and, if such language is omitted, shall be deemed to contain such language.
- 11. INDEMNIFICATION AND INSURANCE:** Seller is to obtain and carry prior to commencement of work and/or the delivery of its materials: (a) proper general liability insurance in limits and with companies acceptable to buyer, and Seller agrees to indemnify and hold Buyer harmless from and against any and all loss, cost, damage, injury or other liability arising out of the goods and/or services by Seller to Buyer pursuant to the purchase order; (b) worker's compensation insurance covering Seller's employees as required by applicable statutes or laws, and (c) owner's risk insurance naming Buyer as insured in amounts sufficient to cover the product supplied or work performed by Seller pursuant to the purchase order as applicable. All insurance policies required to be provided hereunder shall contain a provision to the effect that such policy shall not be canceled or suspended except upon ten (10) days prior written notice to Buyer. CERTIFICATES OF ALL INSURANCE POLICIES REQUIRED TO BE PROVIDED BY SELLER HEREIN SHALL BE DELIVERED TO BUYER PRIOR TO COMMENCEMENT OF THE FURNISHING OF THE WORK, LABOR, AND/OR MATERIALS REQUIRED OF SELLER HEREUNDER.
- 12. REPLACEMENT-REPAIR REQUIREMENTS:** Should warranty repairs replacements be necessary, Seller will promptly make such repairs or replacements at no cost to Buyer. Seller must obtain authorization from Buyer's purchasing director before making such replacements.
- 13. DELIVERY:** No goods shall be delivered or services performed except pursuant to Buyer's written order. No charges will be allowed for boxing, packing, or crating, unless agreed to by Buyer. When nothing is specified, Seller shall deliver the items by the most direct and least expensive mode.