

**PURCHASE ORDER TERMS AND CONDITIONS.** These terms and conditions are incorporated into each purchase order issued by or on behalf of Principal Bank. Any reference to "this purchase order" or "this order" or "this offer" means the applicable purchase order and the incorporated terms and conditions set forth below.

1. **Offer.** This purchase order does not constitute a valid offer unless it is signed by an authorized representative of Principal Bank. When properly signed, it constitutes the offer of Principal Bank, and its affiliates ("Customer") to purchase from the supplier ("Supplier") the items or services described in this purchase order under the terms and conditions set forth in this purchase order.
2. **Acceptance and modification.** Acceptance of this offer is strictly limited to the terms set forth in this offer. Customer hereby notifies Supplier of its objection to any deletion, addition or change to the terms of this offer in Supplier's acknowledgement or other acceptance of this purchase order. Any such attempted deletion, addition or change in Supplier's acknowledgement or other acceptance will be considered material for all purposes and will not become part of the contract between Customer and Supplier unless expressly agreed to in writing by an authorized officer of Principal Bank.
3. **Governing law.** This purchase order and the resulting contract between the parties will be governed by the laws of Iowa, without reference to conflict of law principles. However, if any version of the Uniform Computer Information Transactions Act (UCITA) is enacted as part of the law of Iowa, said statute will not govern any aspect of this purchase order or the resulting contract, and instead the law as it existed prior to such enactment will govern.
4. **"Confirming" order.** If the words "CONFIRMING \*\* DO NOT DUPLICATE" or similar words appear in this purchase order, these words mean: (a) the same order was previously either placed by phone or sent to Supplier by other means; and (b) Supplier should not treat the confirming order as an additional order. These words do not affect Customer's right to revoke an order prior to Supplier's acceptance.
5. **FOB Destination.** When the phrase "F.O.B. DESTINATION" appears in this purchase order, "DESTINATION" means the specific dock, room or other specific location designated under the heading "Ship To".
6. **Delivery date.** The delivery date specified on this purchase order means the date by which Supplier must deliver conforming products or services, as called for by this purchase order, at the place designated under the heading "Ship To".
7. **Invoices and payment.** In the case of products, invoices will be mailed at the time of shipment. In the case of services, invoices will be mailed upon completion of the services. Invoices must be mailed to the "Bill To" address set forth on the purchase order. Unless a different number of days is specified under the "Payment Terms" heading of this purchase order, Supplier's invoice for this purchase order will be paid within 30 days after the later of: (a) the date the products are received or the services completed, as applicable; (b) the invoice date; or (c) the date Customer receives a correct paper invoice or a correct electronic invoice file in a format that meets Customer's electronic invoicing requirements. The time for any early payment discount offered by Supplier will also be computed from the later of the dates set forth above. In the case of services, payment may be withheld or portions thereof deducted if in Customer's reasonable opinion Supplier is not performing in accordance with the provisions of this purchase order. If an invoice item is disputed, Customer will notify Supplier, and the parties will use commercially reasonable efforts to resolve the dispute. Customer will have a right to set off, against amounts invoiced in connection with this purchase order, any amounts owed by Supplier to Customer in connection with this or any other transaction.
8. **Prices and taxes.** All prices specified in this purchase order, unless otherwise expressly stated, are exclusive of all taxes and duties but inclusive of all Supplier expenses (including but not limited to expenses for personnel travel and the packaging of items for shipment). Supplier will collect from Customer and transmit to the proper authorities all taxes which Supplier is required by law to collect from Customer in connection with this purchase order. The amount of any applicable tax will be stated on Supplier's invoice.
9. **Transportation.** Transportation charges must be fully prepaid by Supplier in all cases. If the word "ALLOWED" appears under the "Freight Terms" heading of this purchase order, this means Customer may be billed for the transportation charges. In all cases where Customer will pay transportation charges, shipments are to be made by the least expensive available means of transportation that is also reliable and timely, unless otherwise authorized in writing by an authorized buyer of Customer. Any excess charges incurred due to unauthorized use of premium transportation must be paid by Supplier.
10. **Inspection and right of return.** All delivered products are subject to inspection by Customer before acceptance and payment. If any products are unsuitable and rejected, expenses incurred by Customer for inspection and storage may be charged to Supplier, and Customer will have a security interest in the products to the full extent allowed by applicable law. All rejected products are held at Supplier's risk and expense until satisfactory settlement of the order. Nothing (including the making of an inspection, the failure to make an inspection, the making of payment, or the acceptance of the products or services) will relieve Supplier of its obligation to conform to all the requirements of this purchase order or in any way impair Customer's right to reject nonconforming products or services, or to revoke their acceptance, or to avail itself of any other remedy to which it may be entitled, despite Customer's knowledge of the nonconformity, the substantiality of the nonconformity, or the ease of its discovery.
11. **Warranties.** With respect to all products to be provided to Customer pursuant to this purchase order, Supplier expressly warrants all such products to be of the quality, size and dimensions ordered and free from defects in materials or workmanship. With respect to all services included in this purchase order, Supplier expressly warrants that such services will be performed in a good and workmanlike manner, by qualified personnel, in accordance with

the terms of this purchase order and consistent with the standards of the trade or industry. Supplier further warrants that it will comply with all applicable federal, state and local laws and regulations in the production and delivery of products ordered under this purchase order, and in Supplier's performance of services ordered under this purchase order. In addition to these express warranties, Customer will have the benefit of all implied warranties set forth in Article 2 of the Iowa Uniform Commercial Code.

12. **Indemnification.** Supplier will indemnify Customer and its affiliates, officers, directors, employees and agents (each an "indemnified party") against any Covered Claim. A third-party claim that is asserted against an indemnified party is a "Covered Claim" to the extent such claim: (a) is based on breach of a legal duty by Supplier or its employees, subcontractors or agents (i.e., tortious conduct, a breach of the agreement resulting from this purchase order, a breach of an agreement between Supplier and a third party, negligence or bad faith with respect to this purchase order, or a failure to comply with applicable law); or (b) in the case of an infringement claim, arises from items, activities or services which are provided, conducted or maintained by Supplier or its subcontractors, agents, licensors or suppliers. Supplier will reimburse the indemnified party for actual out-of-pocket expenses (including but not limited to attorney fees) reasonably incurred and for the value of internal personnel time reasonably expended by the indemnified party in connection with a Covered Claim. Supplier will be responsible for any amounts payable in settlement of a Covered Claim and for payment of all damages, costs, fees, fines, expenses and other items of monetary relief that are finally awarded against the indemnified party by a court, regulatory authority or arbitrator in connection with the Covered Claim. The indemnified party will have no obligation to pursue an appeal before allowing such an award to become final. At Supplier's sole expense and whenever reasonably requested by the indemnified party, Supplier will furnish the indemnified party with relevant evidence in Supplier's control and will otherwise cooperate in the defense of the Covered Claim.
13. **Time of the essence.** Whether this order is for products or services, time will be of the essence in Supplier's fulfillment of this order.
14. **Insurance.** Supplier warrants that it will have in place adequate insurance to enable Supplier to fully satisfy all potential liabilities to Customer in connection with this purchase order.
15. **Customer's site rules.** When Supplier employees, subcontractors or agents (collectively, "personnel") are on Customer's premises, they will comply with Customer's site rules. A current copy of the site rules will be provided upon Supplier's request at any time.
16. **OFAC.** Supplier recognizes that Customer is subject to the laws, regulations and Executive Orders administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury (collectively, the "OFAC Programs"), which prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. Supplier represents and warrants that none of the following is a country, territory, individual or entity named on the OFAC list of Specially Designated Nationals and Other Blocked Persons or any other list published by OFAC, or is otherwise targeted or prohibited under the OFAC Programs: (a) Supplier; (b) any person controlling or controlled by Supplier; (c) if Supplier is a privately held entity, any person having a beneficial interest in Supplier; or (d) any person for whom Supplier is acting as agent or nominee in connection with this transaction. Supplier agrees that the proceeds of any transaction with Customer will not be used in connection with any transaction or other activity in which Customer would be prohibited by the OFAC Programs from engaging. Supplier hereby acknowledges and agrees that Supplier's breach of any of the terms of this paragraph at any time during the term of the agreement resulting from this purchase order shall be a material default of such agreement.
17. **Code of Conduct.** Supplier agrees to adhere to and to be bound by the terms of The Principal Financial Group's Supplier Code of Conduct ("Supplier Code of Conduct"), which can be found at: <http://www.principal.com/partners/suppliers/index.htm>. Any non-compliance with the Supplier Code of Conduct by Supplier or any of its personnel will be considered a material breach of the agreement resulting from this purchase order. The Supplier Code of Conduct may be updated and revised from time to time by Customer without notice. Please refer to the above-referenced website for updates.
18. **Anti-corruption.** No offer, payment, consideration or benefit of any kind which constitutes an illegal or corrupt practice shall be made, either directly, indirectly or on Customer's behalf, as an inducement or reward for entering this contract, or in connection with the provision of any goods or services under this contract. Any such practice will be grounds for terminating this contract and for such other additional actions, civil or criminal, as may be applicable.
19. **Termination.** Each party's right to terminate the agreement resulting from this purchase order due to a breach by the other will be governed by applicable law. If a natural disaster or other event beyond the reasonable control of Customer occurs prior to delivery and prevents Customer from being able to accept delivery or make use of the products or services as contemplated at the time this purchase order was signed by Customer, or if reasonably necessary in order for Customer to comply with any law, order, regulation, request or imminent action of any governmental entity, Customer may, without further liability to Supplier, revoke all or part of this purchase order or terminate all or part of the contract for the purchase of such products or services, as applicable. If, after Supplier's acceptance of this order, Customer determines that the contract for such purchase should be terminated in whole or in part for any reason not enumerated in the two preceding sentences, Customer may do so by notifying Supplier, provided that in such event: (a) Supplier will be entitled to the contract price for conforming services timely received by Customer prior to termination and for conforming products shipped prior to termination and timely received by Customer; (b) Supplier will be entitled to recover all reasonable costs solely and directly attributable to termination of the contract unless Supplier was in breach of the contract at the time of termination; (c) Supplier's right to the

foregoing payments will be contingent on Customer's receipt of Supplier's claim and adequate supporting documentation within 60 days after contract termination; and (d) in no event will Supplier's recovery exceed the contract price.

20. **Assignment.** Supplier may not assign or delegate its performance of any or all of this order without Customer's prior written approval.
21. **Headings.** The paragraph headings in this purchase order are for reference purposes only and will not be deemed a part of this purchase order.