

TERMS AND CONDITIONS

THE FOLLOWING TERMS SHALL APPLY UNLESS THE PARTIES HAVE SPECIFICALLY LISTED CONTRARY TERMS IN WRITING ON THE FRONT OF THIS PURCHASE ORDER.

ACCEPTANCE, AGREEMENT. Acceptance of this purchase order is limited to the terms contained on the face and the back hereof. Any additional or different terms proposed by Seller or on Seller's form are hereby deemed material alterations and are rejected unless expressly agreed to in a written document signed by Buyer.

ACKNOWLEDGEMENTS, PACKING LISTS AND INVOICES shall reference Purchase Order Number, Release Number, item code, quantity and description of items shipped.

QUALITY. The Seller shall supply material in accordance with Buyer's specifications. Payment for the goods delivered hereunder shall not constitute acceptance thereof. Any material that does not fully comply with Buyer's specifications or is found to be defective is subject to rejection and shall be returned at Seller's expense.

PACKAGING. Packaging will be of quality necessary to insure merchandise is received in undamaged condition. Packages will bear Buyer's order number and show gross, tare and net weights and/or quantity. Charges for packaging will not be allowed by Buyer.

DELIVERY AND BILL OF LADING. All Product shall be delivered FOB Buyer's facility with title and risk of loss passing to Buyer upon delivery to Buyer's facility. A copy of the Bill of Lading or comparable paper must accompany invoice.

CHANGES. Buyer shall have the right to make changes in this order at any time, and Seller agrees to accept such changes. If such changes result in additional costs, Buyer shall make an equitable adjustment in the purchase price provided such additional costs are itemized for Buyer by Seller within thirty days of the change.

TITLE AND WARRANTY. The seller warrants that it has good title to any material sold hereunder and that it has the right to transfer such title. Seller also warrants that all goods or services furnished hereunder shall be merchantable and free from any defects in workmanship or material and shall conform to all specifications and appropriate standards. If Seller has been informed of the use of the goods, Seller also warrants that the items furnished hereunder are fit for such use. Seller shall indemnify and save the Buyer harmless from any breach of these warranties, and no limitations on Buyer's remedy in Seller's documents shall operate to reduce this indemnification. Seller shall extend all warranties it receives from its vendors to Buyer, and Seller's warranty shall extend to Buyer's customers.

TERMINATION. Buyer reserves the right to terminate this contract for its convenience. In such event Seller shall immediately stop all work and follow any instructions from Buyer as to work in process. Seller shall be paid an equitable adjustment for work already performed. Buyer may also terminate this contract for cause upon a default by Seller. In such event, Buyer shall not be liable to Seller for any amounts, and Seller shall be liable for, and shall indemnify and hold Buyer harmless from, any damages occasioned by the Seller's default. If it should be determined that Buyer has improperly terminated this contract for default, such termination shall be deemed to be for Buyer's convenience.

PATENTS. Seller agrees to assume, at its own expense, full responsibility for defense of any suit or action brought against Buyer for infringement or misappropriation of patents or trade secrets by reason of use or sale of any goods furnished hereunder, except for goods manufactured entirely to Buyer's specifications. The Seller further agrees to indemnify and hold Buyer harmless against all liabilities and damages resulting from any such suit or action. The Buyer, at its options may be represented by and actively participate through its own counsel in any such suit or action. In the event of any claim of infringement resulting from the purchase of said goods, the Buyer may cancel (without prejudice to any claims that the Buyer may have against Seller) any or all of the unfilled portion of this contract and may return to the Seller for full refund the unused portion of said goods.

PAYMENT: Payment for Products shall be net 45 days from the later of the receipt of invoice or receipt of all Products ordered hereunder.

FORCE MAJEURE. Buyer may delay delivery or acceptance of goods for causes beyond its control. Seller will hold such goods pending Buyer's instructions, and Buyer shall be liable only for direct increased costs incurred by Seller due to Buyer's instructions.

LIMITATION ON BUYER'S LIABILITY. Buyer shall not be liable for anticipated profits or for incidental or consequential damages. Buyer's liability on any claims of any kind arising out of this order shall not exceed the price allocable to the goods or services that give rise to the claim.

GOVERNMENTAL REGULATION. Seller warrants that all applicable laws, rules and regulations of government authority covering the production, sale and delivery of the goods or services specified herein have been complied with.

TSCA. Seller warrants that all chemical substances constituting or contained in the goods sold or otherwise transferred to the Buyer under this contract are on the list of chemical substances compiled and published by the administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act and are otherwise in compliance with said Act.

EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION AND EMPLOYEE RIGHTS CONCERNING THE PAYMENT OF UNION DUES OR FEES. The requirement of Executive Order 13201, Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1972, and the Rehabilitation Act of 1973, all as amended to date together with their implementing regulations, including their respective Notice to Employees regarding employee rights concerning the payment of union dues or fees, equal opportunity and affirmative action clauses, are hereby incorporated into this contract by reference.

SUBCONTRACTING REQUIREMENTS. If this order exceeds \$10,000, then the clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" as set forth at 48 C.F.R. 52.219-8 and the clause entitled "Utilization of Women-Owned Small Businesses" as set forth at 48 C.F.R. 52.219-13 are hereby incorporated into this contract by reference.

ADDITIONAL TERMS. No part of this order may be assigned or subcontracted without the prior written approval of the Buyer. Any monies due Buyer from Seller can be set off from any monies due Seller from Buyer whether or not under this contract. Buyer's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract. Seller shall pay all taxes, duties, and other governmental exactions imposed by law on or on account of the manufacture and/or sale of goods covered by this contract unless specifically imposed on Buyer by law.

ORDER FOR SERVICE. If this order includes work to be performed on Buyer's premises, Seller agrees to indemnify the Buyer from all loss or damage arising out of such work, to observe the highest safety standards, to maintain adequate insurance, and to furnish evidence of such insurance at Buyer's request.

FAIR LABOR STANDARDS ACT. Seller certifies that goods sold hereunder were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

GOVERNING LAW: The contract resulting from the acceptance of this purchase order shall be construed, and its performance governed, by the laws of the state in which this order originates as shown by the address of the Buyer printed on the face hereof.