

1. Acceptance.

These terms and conditions of sale (the "Terms") shall be the exclusive terms and conditions governing the purchase of the products (the "Products") or services (the "Services") specified at the face of this document or of any purchase order (the "Order") requested by the buyer (the "Buyer"). This Order is deemed accepted by Seller when the first of the following occurs: (a) Seller makes, signs, or delivers to Buyer any letter, form or other document or instrument giving notice of compliance; (b) any performance by Seller under the Order; or (c) ten (10) days after receipt of the Order from Seller without written notice to Buyer that Seller does not accept it. This Order, together with the Terms and other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order and replaces all prior or contemporaneous arrangements, agreements, negotiations, representations, warranties, and communications, both written and oral, unless a different written agreement of cancellation signed by the parties is entered into. These Terms expressly exclude all terms and conditions of sale of Seller or any other documents issued by Seller relating to this Order.

2. Delivery.

Seller must deliver the Products or perform the Services at the point of delivery (the "Delivery Location") on the dates specified in this Order (the "Delivery Date"). If a Delivery Date is not specified, Seller must deliver in full within such reasonable time as Buyer may indicate after receipt of the Order. On-time delivery is essential. If Seller fails to deliver the Goods or perform the Services in full and on the Delivery Date, Buyer may terminate the Order immediately and Seller shall indemnify Buyer for any reasonable losses, damages, costs and expenses attributable to the failure to deliver. For each week of delay on delivery of the Product and/or Service Seller is obligated to pay a penalty of 1% of the total value of the consideration set forth in the Order.

3. Inspection.

Buyer reserves the right to inspect the Products on or after the Delivery Date. Buyer, in its sole discretion, may reject part or all of the Goods if Buyer determines that the Goods are defective or do not meet specifications. If Buyer requests replacement of the Goods pursuant to Section 4, Seller must timely replace the defective Goods. If Seller fails to make prompt delivery of replacement Products, Buyer may replace them with third party materials and charge Seller for the cost thereof and terminate this Order pursuant to Section 8. Any inspection or other action taken by Buyer under this Section shall not affect Seller's obligations under the Order and Buyer shall have the right to re-inspect the Order following any action taken by Seller.

4. Cumulative Remedies.

The rights and remedies under this order are cumulative and are in addition to any other rights and remedies available at law or equity or otherwise. If Seller fails to comply with the warranties set forth in Section 9, Seller will, at its own expense, replace or repair the Goods or re-perform the Services until Buyer is satisfied, (without any extra cost).

5. Price and Payment.

The price for the Products and/or Services shall be as set forth in the Order (the "Price"). Seller agrees to invoice Buyer for the Order within thirty (30) days of delivery. Except as set forth in the Order, Buyer shall have 60 calendar days to make the payment, with the exception of amounts objected by the Buyer. The parties shall resolve all disputes promptly and in good faith. Seller must continue to perform its obligations notwithstanding any dispute. Without prejudice to any other right or remedy, Buyer reserves the right to set off any amount owed to it by Seller against any amount Buyer may pay to Seller. Payment of an invoice shall not imply acceptance of the Products and/or Services.

6. Change Order.

Buyer may make changes by sending written notices to Seller (each, a "Changed Order") that alter, add or reduce the Goods and/or Services. Any Change Order shall be subject to the Terms of this Order.

7. Termination.

Buyer may terminate this Order, in whole or in part, for any reason thirty (30) days prior written notice to Seller. In addition to the remedies provided herein, Buyer may terminate this Order effective immediately, before or after acceptance of the Products and/or Services, in the following cases: if Seller has failed to comply with the Terms set forth herein, if Seller becomes insolvent, enters into bankruptcy, liquidation, reorganization or assignment proceedings for the benefit of creditors on its own, etc. If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy is payment for Products and/or Services received and accepted by Buyer prior to termination.

8. Warranties.

Seller warrants to Buyer that for a period of eighteen (18) months commencing on the Delivery Date, all Products and/or Services will: (a) shall be new and free from any defects in manufacture, material and design; (b) shall conform to the applicable specifications; (c) shall be fit for their intended purpose and shall perform as intended; (d) shall be free from all liens, security interests and other encumbrances; (e) meet the certifications, standards, quality, purity and any regulatory requirements to be commercialized or rendered in the country of origin and/or the United States of America; (f) have all true and necessary documents to prove their proper origin and any information related to the Order and/or requested by Buyer; and (e) will not infringe or misappropriate the intellectual property rights of a third party. These warranties survive any delivery, inspection, compliance or payment. These warranties are cumulative, in addition to any other warranties provided by law or equity. If Buyer notifies Seller of default, Seller shall, at its own cost and expense, promptly replace or repair the Products and/or Services and shall indemnify Buyer for any damage or loss suffered.

9. Indemnification.

Seller shall defend, indemnify and hold harmless Buyer and Buyer's subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees (collectively, "Indemnitees") from any loss, injury, death, damage, liability, claim, action, judgment, interest, penalty, cost or expense, including attorney's fees and professional costs, and from the cost of meeting any indemnification hereunder (collectively, "Losses") arising out of Seller's performance of its obligations or Seller's negligence, deliberate misconduct or willful default, or breach of the Order Terms or possession of the Products that infringes or misappropriates the patent,

10. Confidential Information

Any and all information, whether private, confidential or proprietary, including but not limited to specifications, samples, patterns, designs, operations, layouts, diagrams, documents, data, business plans, prices, discounts or rebates, disclosed by Buyer to

Seller, disclosed orally or in writing, electronically or by other form or means, marked, labeled or otherwise identified as "confidential" and relating to the Order, is confidential, solely for use in the execution of the Order and shall not be disclosed or copied except as authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any breach of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) lawfully and legitimately known to Seller at the time of disclosure; or (c) lawfully and legitimately obtained by Seller and by non-confidential forms from a third party.

If Seller discloses confidential information, Seller shall pay Buyer for any damages that may be incurred

11. Insurance.

Seller must have and maintain in force and effect an insurance policy with financially solvent and reputable insurers, which includes: (a) commercial general insurance (including product insurance) in an amount not less than \$5,000,000 USD per occurrence and \$10,000,000 USD in the aggregate.

(b) liability insurance covering all personal injury and property damage liabilities and (c) advance payment and performance bonds in an amount less than the price set forth in this order.

Buyer may, at its option, request proof that such insurance has been carried.

12. Compliance with Law.

Seller warrants and represents to Buyer that a) it has the authority to contract, bind and/or obligate its represented entity b) that it complies with the applicable laws to the performance of the Services or sale of the Product, and that it will remain in compliance during the performance of this Order and ensures that its employees, contractors, representatives and subcontractors (the "Personnel") comply with all applicable federal and local laws and regulations. Seller holds and shall maintain and keep in force all licenses, permits, authorizations, consents, and certificates required to perform its obligations under the Order. Seller shall comply with all export and importation laws of all countries involved in the sale of Products under this Order. Seller is responsible for shipments of Products requiring government import authorization. If Seller fails to comply with such laws, rules and regulations, and Buyer is fined or damaged as a result, Seller agrees to pay the fines and any expenses and/or costs related to the incident described herein or refund payment to Buyer within 5 calendar days. Seller shall also pay any costs associated with returning the goods to the country of origin and any customs charges incurred in such transportation. To the extent that Seller's Personnel are required to enter Buyer's property or premises, Seller must ensure that the Personnel comply with Buyer's health, safety and environmental policies and procedures.

13. Shipping Terms.

Delivery must be made in accordance with the Terms of this Order. The Order number must appear on all documents pertaining to the Order, invoices, packing lists, correspondence and all shipping documents. Seller shall not substitute material or ship more than the quantity ordered. Seller shall be solely responsible for paying all costs of delivery of the Goods to the Delivery Location, including but not limited to all shipping and freight costs and all duties, fines, tariffs or similar analogous taxes on the importation or exportation of the Goods ("Customs Duties"). Supplier shall take reasonable steps to minimize the costs of Customs Duties.

14 Contributions.

Unless otherwise specified on the front of the Order, Seller shall be responsible for payment of all federal, state and local taxes.

Seller agrees to hold Buyer harmless and indemnify Buyer from any and all liability and, if any, shall pay all damages and losses caused to Buyer arising from Seller's failure to comply with its tax obligations.

15. Title and Risk of Loss.

Unless otherwise specified in the Order, risk of loss of the Goods remains with Seller and title will not pass to Buyer until the Goods are delivered to and accepted by Buyer at the Delivery Location.

16. Force Majeure.

Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemics, pandemics, war, invasion, terrorist acts, riots, strike, or embargoes. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall 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 performance for a continuous period of more than fifteen (15) business days, Buyer may terminate this Order immediately by giving written notice to Seller.

17. Relationship of the Parties.

The Seller is an independent contractor of Buyer. Nothing contained herein shall be construed as creating any agency, partnership, employment or fiduciary relationship. Neither party shall have authority to bind the other party in any manner whatsoever.

Furthermore, Seller does not acquire the right to use Buyer's name or trademarks. Therefore, Seller's acts shall not give rise to any liability of Buyer to any third party.

18. Governing Law and Venue.

All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the state, province or territory identified at Buyer's address on the Order. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the federal or state, provincial or territorial courts of the state, province or territory identified at Buyer's address on the Order, and Seller hereby waives any other jurisdiction that may be available to it by reason of its address.

19. Notices

All notices, consents, claims, demands, waivers and communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (return receipt requested, postage prepaid).

A Notice is effective only upon receipt of the receiving party.

20. Inconsistent Terms

The terms found on the face of this Order shall govern over the terms and conditions herein. Any separate written overriding agreement signed by both parties shall govern over the terms of the Order.

21. Services

Any Seller that may perform Services represents itself as qualified and able to perform. Seller shall perform Services pursuant to the industry standard of care. Buyer will furnish materials, equipment and machinery only if and to the extent set forth in the Order. Seller will report immediately to Buyer any event or circumstance which Seller knows or reasonably suspects is, or results from, a violation of Buyer's policies or law set forth herein. Seller will, at its sole cost and expense, repair or replace any real or personal property belonging to Buyer that Seller, its employees or agents may damage, destroy or remove while performing or result from performing this Order.

22. Severability

If any term or provision of this Order is found invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Order or invalidate or render unenforceable such term in any other jurisdiction.

23. Miscellaneous

Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without Buyer's prior written consent. Any alleged assignment in breach of this Section shall be null and void. No assignment shall release Seller from its obligations hereunder. No alteration or amendment of the Order shall be binding unless agreed to in writing and signed by Buyer. No waiver by either party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party effecting the waiver. Failure to exercise or delay in exercising rights.

THE SELLER

Name:

Title:

Date: