

**Gerard Daniel Worldwide**  
**Purchase Order Terms and Conditions**

1. Purchases by Gerard Daniel Worldwide ("Buyer") are made only upon the terms and conditions on the Purchase Order and contained hereof (the "Agreement"). Any term or condition proposed by you ("Seller") that is in addition to or different from or attempts to vary the terms and conditions in this Agreement is rejected by Buyer and shall be without force and effect. These terms and conditions, and those terms and conditions listed on the purchase order ("Order") constitute the entire Agreement between Buyer and Seller and no notice change, modification, suspension, revision or termination of the Order shall be binding upon Buyer unless made in writing and signed by an authorized representative of Buyer. Seller's commencement of work on the goods subject to the Order or shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance of the Order.
2. All prices are firm unless otherwise agreed to in writing and signed by the Buyer.
3. Regardless of the delivery term specified in the order, Seller shall bear the risk of loss until delivery to, and acceptance by, Buyer of the goods.
4. The Seller shall establish, document, and maintain a quality system as a means of ensuring that products and services conform, and any record demonstrating material conformance or testing compliance (i.e. Mill Certificate of Conformance, Dimensional or Conformance Test Records) must be maintained a minimum of 7 years. Seller shall obtain approval from Buyer prior to implementation of any change in basic manufacturing or testing method, manufacturing location, or raw material (including source) of product or services. Seller will notify Buyer of any non-conformances of product identified before shipment. Seller shall flow down to sub tier suppliers applicable purchase order requirements, including key characteristics when identified.
5. Buyer, it's customer, or regulatory agency, may audit and inspect any level of the supply chain, which may include but is not limited to, the Seller's facility, records, processes and Quality system upon prior notification to the Seller. Buyer will notify Seller a minimum of five (5) working days in advance of such audits.
6. Buyer does not confer authority to Seller to ship materials that do not conform to the Purchase Order without authorization from Buyer. Such request must include the applicable test date: including any re-test data, as well as the corresponding specification requirement. Only after applicable approval from Buyer may the Seller ship the material. Buyer reserves the right of selective disapproval of material.
7. No additional charges of any kind, including but not limited to any form of service charges, or any form of interest, finance and/or late charges, or any charges for boxing, packing, loading, bracing or cartage will be allowed, unless specifically agreed to in writing and signed by Buyer. Unless otherwise agreed in writing, all freight charges are included in the price quoted on the face of this order. If Buyer is responsible for freight charges, Seller must ship goods by the carrier designated by Buyer. If Seller fails to use such designated carrier, Seller will pay all increased costs associated with such deviation.
8. It is Seller's responsibility to comply with the designated delivery date. Goods received by Buyer in advance of a requested delivery date may be returned to Seller or stored by Buyer, in either case at Seller's expense.
9. Goods delivered in excess of amount called for in the Order may be refused by Buyer and returned to Seller at Seller's expense. In the event the quantity delivered is less than the quantity ordered, Buyer, at it's option, may either accept the quantity delivered as fulfillment of the Order or require Seller to deliver the balance of goods in accordance with the terms of the Order.
10. Assignment by Seller of the Order or any interest herein or any payment due or to become due hereunder without the prior written consent of Buyer, shall be void.
11. Seller agrees to comply with the provisions of all present and future federal, state, and local laws and ordinances and all orders, rules and regulations issued there under applicable and required by the Order and its performance; any provisions, representations or agreements, including but not limited to the clause dealing with Equal Opportunity (14 CFR 60-1.4). Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (41 CFR 60-250.4) or Affirmative Action for handicapped Workers (41 CFR 60-741.4), required thereby to be included in the contract resulting from acceptance of the Order are incorporated herein by reference. Seller, in accepting this Order, represents that the goods to be furnished hereunder were or will be produced in compliance with all applicable sections of the Fair Labor Standards Act of 1938, as amended and all valid and applicable regulations and orders of the Administrator of the Wage and Hour Division. All certificates required hereunder shall be furnished by Seller. Seller agrees at Seller's sole expense to defend and indemnify Buyer and to save Buyer harmless from any loss in the event Seller fails to comply with any of the foregoing and, in the event of such failure, Buyer also may, at it's option, cancel the Order and any contract resulting from the Order.
12. Any knowledge or information which Seller shall have disclosed or may hereafter disclose to Buyer in connections with a request for a quotation or the purchase of the goods or services covered by the Order, shall not, unless otherwise specifically agreed upon in a writing signed by Buyer, be deemed to be confidential or proprietary information, and shall be acquired free from any restrictions other than a claim for patent infringement as part of the consideration for the Order. If Buyer discloses or grants access to Seller to any research, development, economic or other business information of a confidential nature, whether reduced to writing or not, Seller agrees not to disclose such information to any other person at any time without Buyer's prior written consent.
13. If Seller's work under the Order involves operations by Seller on the premises of Buyer, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work. Seller shall defend, indemnify and save harmless Buyer from and against any and all claims, loss, or expense as a result of damage to property or injury or death to persons, including but not limited to property and employees of Seller and Buyer unless caused by the sole negligence of Buyer. Seller hereby agrees on behalf of its employees, agents and representatives, to submit to any security requirements of Buyer and to comply with all rules and regulations established by Buyer. Upon request, Seller will furnish Buyer evidence of adequate insurance covering all liabilities and contingencies for which Seller is responsible under this Paragraph. Seller shall have sole responsibility of all governmental taxes and contributions imposed with respect to all persons compensated by Seller while such persons are on the premises of Buyer.
14. Buyer may terminate this order on any part hereof for cause in the event of any default by the Seller, or if the Seller fails to comply with any of the terms and conditions of the Order. Late deliveries, deliveries of products which are defective or which do not conform to this order, and failure to provide Buyer, upon request, reasonable assurances of future performance shall all be causes allowing Buyer to terminate this order for cause. In the event of termination for cause, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all damages sustained by reason of the default which gave rise to the termination.
15. Buyer reserves the right to terminate this order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.
16. Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the buyer under the Order is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (PL 94-469) and are otherwise in compliance with said Act.
17. Any materials required by the Order that are hazardous under federal, state or local statute, ordinance, regulation or agency order will be packaged, labeled, marked and shipped by the Seller to comply with all federal, state and local regulations then in effect including but not limited to the provisions of the Hazardous Material Transportation Act and Regulations promulgated there under, and will further comply with any special requirements and any policies and procedures of Buyer relating to the purchase of hazardous materials as might be noted on the Order or otherwise communicated to Seller in writing.
18. Seller agrees to furnish Buyer Material Safety Data Sheets consistent with and including information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200. and any other applicable federal, state or local hazard communication law, regulation or standard.
19. Seller shall warrant that the machinery, equipment or other goods covered hereby shall, upon delivery to Buyer, be in compliance with the standards required by the Occupational Safety and Health Act of 1970, as well as the standards required by the comparable state and local laws, if any, for such machinery, equipment or other materials in effect at the time of such delivery.
20. The failure of Buyer to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provisions nor the right of Buyer thereafter to enforce each and every such provision.