

PURCHASE ORDER TERMS AND CONDITIONS

Any purchase of Goods by Buyer from Seller is subject to all terms and conditions listed below and on the face of the purchase order provided herewith ("Terms").

1. General. The term "Buyer" means [the entity identified on the front of the purchase order.] The term "Seller" means the person or entity selling Goods hereunder. The term "Goods" means the goods and/or services designated on the purchase order to be provided hereunder to Buyer by Seller.
2. Acceptance. Seller's written acceptance or commencement of any performance or service under this purchase order shall constitute Seller's acceptance of these Terms. BUYER OBJECTS TO, AND REJECTS, ALL TERMS OR CONDITIONS PROPOSED BY SELLER IN ITS QUOTATION, ACKNOWLEDGMENT, INVOICE, PACKAGING OR OTHERWISE WHICH CONFLICT WITH OR ARE IN ADDITION TO ANY OF THE PROVISIONS HEREOF, AND SUCH TERMS SHALL NOT BECOME A PART OF THIS PURCHASE ORDER. If this purchase order is deemed to be an acceptance of a prior offer by Seller, such acceptance is conditional on Seller's assent to all additional or different terms and conditions contained herein. No modification of this purchase order shall be binding upon Buyer unless made in writing and signed by Buyer's authorized representative.
3. Shipment; Charges. All costs of shipment shall be the responsibility of Seller. Each shipment shall be properly packed, marked and shipped in accordance with the carrier's requirements and in compliance with all federal, state and local regulations. If Buyer is paying shipping charges, shipment must be shipped on CountryMark's preferred supplier which is Old Dominion LTL Collect, UPS for small packages, account number 444986.
4. Delivery; Risk of Loss. TIME IS OF THE ESSENCE. Unless otherwise stated on the purchase order, all Goods are to be shipped FOB Destination. The risk of loss or damage to Goods shall not pass to Buyer until on or after the scheduled delivery date and after Buyer has inspected and accepted the Goods at the location designated for delivery by Buyer.
5. Inspection; Rejection. Seller shall permit authorized representatives of Buyer (i) to inspect Seller's facilities and records to ensure compliance with the terms of this Purchase Order, (ii) to inspect the progress of goods or services ordered, and (iii) to prepare analytical data for quality control purposes with the assistance of Seller's personnel. All Goods delivered to Buyer are subject to Buyer's rights of inspection and rejection. Buyer may at its option retain all or some such Goods. Any rejected Goods may be returned within a reasonable time after notice thereof to Seller and at Seller's expense; provided, however, Buyer may choose, at Seller's risk and expense, to either hold nonconforming goods pending Seller's instructions or ship them to Seller's address first shown on the face of this Purchase Order. Payment for nonconforming Goods shall not constitute acceptance or limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.
6. Origin of Materials. Seller agrees to comply with Buyer's Origin of Materials policies set forth in documents submitted to Seller.
7. Price; Taxes. The price charged for Goods shall be at the price set forth on the purchase order. All taxes and fees arising out of Seller providing the Goods shall be the sole responsibility of Seller. Pricing is inclusive of applicable packaging, insurance, handling and all other charges.
8. Invoices; Payment; Audit. Payment shall be due net thirty (30) days via ACH from receipt of invoice. Each invoice shall be issued no earlier than the date of delivery of the Goods. Buyer shall have no obligation to pay for any item until a proper invoice for the item is received at the "Bill To" address shown on the face of this Purchase Order. Payment terms commence upon receipt of a proper invoice. The invoice should include: (1) a valid purchase order number and purchase order line; (2) Seller's full name, complete mailing address, contact name, and phone number; (3) Seller's remittance address if different than Seller's mailing address; (4) unique invoice number; (5) invoice date, invoice due date, terms of payment and early payment discount percentage and amount (if offered), and payment due date to qualify for the discount; (6) quantity, description, unit price, extended price, all applicable tax and freight, and total invoice amount; (7) supporting detail/documentation as required by Buyer; and (8) lien waivers, as applicable. Only one purchase order number is permitted per invoice. Seller shall permit Buyer and its auditors to examine, during the term of this Purchase Order and for twenty-four (24) months after delivery of the goods by Seller, all books, records, supporting documents, files and correspondence of Seller pertaining in any way to the goods delivered and the price charged thereon by Seller. Seller will refund, and Buyer may withhold, payment of any invoice which is not supported by records and data required by this Purchase Order, or any payment which was not proper under the terms of this Purchase Order.
9. Changes. No substitutions shall be made without the prior written approval of Buyer. Seller agrees that it will not make any process or manufacturing changes which might affect the performance, characteristics, reliability or life of the goods without prior written approval of Buyer. Buyer reserves the right to change quantities, specifications and delivery dates. Price differences resulting from such changes shall be equitably adjusted in writing after Buyer's receipt of documentation in such form and detail as Buyer may direct.
10. Cancellation; Termination. Buyer may cancel all or any part of this purchase order or reduce the quantity of Goods to be delivered hereunder, without liability to Seller, if Seller (a) fails to timely perform services or deliver Goods, (b) repudiates or breaches any term or condition of this purchase order and fails to cure such breach within ten (10) days after receipt of written notice from Buyer specifying such breach, or (c) becomes insolvent, makes an assignment for the benefit of creditors, is the subject of a proceeding for the appointment of a receiver or trustee, or files a voluntary petition in bankruptcy or is the subject of an involuntary petition in bankruptcy that is not vacated within thirty (30) days from the date of filing. Further, if Seller is required to fabricate or prepare any item or perform any services hereunder and Seller has not commenced or diligently pursued such fabrication, preparation or services such that Buyer shall have reason to believe that Seller will not be able to complete the same within the time requirements set forth on the face of this

Purchase Order, Buyer shall have the right to terminate this Purchase Order by sending written notice thereof to Seller, effective on the date of such notice, in which event Buyer shall not be liable to Seller under or in connection with this Purchase Order, except for services received as of the date of termination. Buyer reserves the right to terminate this purchase order or any part thereof for the sole convenience of Buyer at any time prior to shipment upon written notice to Seller.

11. Insurance. Seller agrees to obtain and maintain, at its expense, a policy or policies of liability insurance, with Seller's endorsement naming Buyer as an additional insured, in an amount not less than US \$2 million and with such companies acceptable to Buyer covering Goods provided to Buyer hereunder. All such policies shall require that the coverage thereunder shall not be terminated without at least thirty (30) days prior written notice to Buyer. Seller must furnish to Buyer a certificate of insurance upon request.

12. Representations and Warranties. Seller warrants that all Goods covered by this order (a) conform to any plans, specifications, or drawings, (b) are free and clear of liens, claims and encumbrances, (c) are merchantable and free from defect of title or goods or workmanship, and (d) do not infringe on any patent or copyright. Seller knows of Buyer's intended use and expressly warrants that all Goods covered by this order will be fit and sufficient for the purposes intended by Buyer. If professional design services or certifications by an engineer are required for provision of the goods or performance of the services under this Purchase Order, Seller represents and warrants that such services and/or certifications are provided by a properly licensed engineer whose signature and seal shall appear in all drawings, calculations, specifications, shop drawings and other documents prepared by such professional. These representations and warranties shall survive inspection, acceptance or payment for the Goods delivered hereunder and shall run to Buyer, its successors and assigns, and shall not be deemed exclusive of any other warranties, express or implied.

13. Indemnification by Seller. Seller hereby agrees to release, indemnify and hold harmless Buyer, its owners, divisions, affiliated or related companies, and their successors, assigns, directors, officers, employees, representatives and agents ("Indemnitees"), and at any Indemnitee's option, defend, from and against any and all claims, actions, damages and expenses, including reasonable attorney fees and incidental, special and consequential damages ("Claims"), arising or alleged to arise from (a) any actual or alleged infringement of any patent, trademark, copyright or similar intellectual property interest with respect to any Goods sold to Buyer hereunder, (b) any actual or alleged deficiencies or defects in the Goods, whether latent or patent, (c) violation by Seller, the Goods or the manufacture, possession, use or sale thereof, of any law, rule, regulation or governmental or administrative order, (d) Seller's breach of any Terms, or (e) the act or omission of Seller; irrespective of whether such Claim is caused, or alleged to be caused, in whole or in part by the negligence, breach of contract or warranty, or any other breach of duty by Buyer. The rights of indemnity contained herein shall survive termination or fulfillment of this purchase order.

14. Remedies; Setoff; Waiver. All rights and remedies of Buyer shall be nonexclusive and cumulative and may be exercised singly or concurrently by Buyer in its sole discretion. In addition to all remedies available at law or in equity, Buyer reserves the right to return, at Seller's expense, any defective or nonconforming goods, services or related items. If requested by Buyer, Seller will, at Buyer's option, refund the purchase price of such non-conforming goods, services or related items, or correct or replace, at Seller's expense, the defective or nonconforming goods, services or related items immediately after notice by Buyer to Seller. All costs in connection with or as a result of such defective or nonconforming goods, services or related items, including, without limitation, cost to transport from Buyer to Seller and return shipment to Buyer, will be borne by Seller. If Seller fails to repair or replace the nonconforming goods, services or related items within the time periods set forth herein, Buyer may repair or replace the defective or nonconforming goods, services or related items at Seller's expense. Rejected or nonconforming goods, services or related items will not be deemed delivered on-time unless corrected or replaced goods, services or related items are delivered within the on-time period applicable to this Purchase Order. If Buyer has any claim against Seller, it may set off the amount of such claim against any amounts due or becoming due hereunder. No waiver by Buyer of any breach of these Terms shall be held to be a waiver of any other or subsequent breach.

15. Limitation of Buyer's Liability; Statute of Limitation. In no event shall Buyer be liable for anticipated profits, business interruption or any other incidental or consequential damages. Buyer's liability for any claim arising out of or relating to this purchase order shall be limited to the price of the Goods which gives rise to the claim. Any action by Seller arising out of or relating to this purchase order must be commenced by Seller within one (1) year after the cause of action has accrued.

16. Force Majeure. Buyer's delayed performance hereunder shall be excused to the extent caused by strikes, riots, wars, terrorist acts, any governmental action or inaction, fires, accidents, explosions, floods, or other similar occurrences or causes beyond Buyer's control, provided that Buyer provides notice to Seller of any such event causing a delay in performance.

17. Applicable Laws. This purchase order incorporates by reference, and Seller warrants full compliance with, all applicable laws, rules, regulations, ordinances and executive orders of any competent governmental authority covering the production, sale and delivery of Goods supplied hereunder.

18. Choice of Law and Forum; Jurisdiction. These Terms and the purchase order hereunder shall be construed according to the laws of the state from which the purchase order is issued, as shown by the address of the Buyer on the front of the purchase order and notwithstanding any conflict of law provisions that would require application of another choice of law. Any action or proceedings shall be brought only in a court having jurisdiction over the location of Buyer as set forth on the purchase order, and Seller hereby consents to such jurisdiction and to the service of process.

19. Entire Agreement; Severability. The Terms constitute the entire agreement between Seller and Buyer relating to the sale and purchase of Goods covered hereby; provided that, in the event Seller and Buyer have entered into a master agreement concerning the provision of Goods, the terms of such master agreement shall control to the extent inconsistent with these Terms. If any clause, sentence or provision hereof shall be determined to be invalid, void or unenforceable, such determination shall not in any way affect, impair, or invalidate any other clause, sentence or provision hereof. No conditions, customs, usage of trade, course of dealing or

performance, understanding or agreement purporting to modify, vary, explain or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound.

20. Confidentiality/Non-Publicity. Seller shall not without Buyer's prior written consent, publish or communicate to others, via news release, public announcement, denial or confirmation, the existence, subject matter or the terms and conditions of this Purchase Order. Seller agrees that Seller will keep confidential all information disclosed to Seller by Buyer or any of Buyer's affiliates in connection with this Purchase Order and will disclose such information only to those of its employees as will be directly concerned with performance under this Purchase Order. Seller agrees that it will not disclose such information to any other person or entity, and will not use such information for any purpose other than that contemplated by this Purchase Order, without the express, prior written consent of Buyer. Seller agrees that it will protect the confidentiality of Buyer's information with the same degree of care with which it protects its own proprietary information, but with no less than reasonable care, and will return all copies (in any medium recorded) of such information to Buyer immediately upon written request. The parties agree Buyer's information shall be considered commercial secrets qualified for protection under applicable law. Notwithstanding the foregoing, Seller may disclose Buyer's information that must be disclosed to any government, any agency or department thereof, or any stock exchange to the extent required by law, provided Seller shall immediately notify Buyer of such requirement and the terms thereof prior to such disclosure so that Buyer may seek an appropriate protective agreement or order prior to the disclosure. Seller shall not, without the prior written consent of Buyer, use or allow the use of, whether in writing or in oral form, Buyer's name, trademarks, logos, publications, photographs of Buyer's facilities or equipment, or Seller's and Buyer's business relationship in connection with marketing or business activity. Any violation of this provision shall be deemed a material breach of this Purchase Order. The obligations under this section will survive termination of this Purchase Order and will remain binding on Seller, its respective affiliates, successors and assigns forever.

21. Software. If the goods contain firmware or other embedded software (collectively, "Firmware") or standalone software is provided for use in conjunction with the goods ("Stand Alone Software") (the Firmware and Stand Alone Software collectively being referred to herein as the "Software") Seller grants to Buyer an irrevocable, paid-up, royalty free, worldwide license to use such Software for general business purposes for the life of such goods. If the goods are sold or otherwise transferred by Buyer to a third party, the sale or transfer of said goods shall convey to said third party (and subsequent transferees of said goods) the foregoing license to use the Software.

22. Attorney Fees. Seller shall pay Buyer's reasonable legal costs and attorney fees incurred in successfully enforcing against Seller any term or condition of this Purchase Order or any breach or default under this Purchase Order.

23. Miscellaneous. Seller shall not assign or transfer this Purchase Order or subcontract this Purchase Order without the prior written consent of Buyer. In interpreting this Purchase Order, no presumption or inference shall be deemed to arise for against either party due to the preparation of this document.