

**1. ACCEPTANCE:** This Purchase Order constitutes an offer for the goods thereafter "Goods" listed on the face of this Purchase Order of MAYPRO INDUSTRIES, LLC. Thereinafter Buyer's upon the terms and conditions and at the prices stated herein and the occurrence of one or more of the events (1) to (6) listed on the face of this Purchase Order constitutes acceptance hereof. Acceptances is limited to the terms and conditions hereof and any different or additional terms or conditions whether or not in Seller's acknowledgement or in other documents are hereby rejected.

**THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO AMENDMENTS OR MODIFICATIONS SHALL BE MADE EXCEPT IN WRITING SIGNED BY BUYER AND SELLER.**

**2. DELIVERY: TIME IS OF THE ESSENCE OF THIS PURCHASE ORDER** Unless the time and or the point of delivery is specified on the face of this Purchase Order. Buyer retains the right to hereafter specify the time and or the point of delivery. Seller will send Buyer notice of shipment stating the order number of this Purchase Order the description of Goods, Seller's name, shipper's name and shipping route. All Goods shipped or their containers shall be tagged or marked with the order number of this Purchase Order.

**3. INSPECTION AND REJECTION:** Final inspection shall be made by Buyer at the place designated by Buyer. If Goods or the tender of delivery fails in any respect to conform to the terms and conditions of this Purchase Order Buyer may reject all said Goods, accept all of them or accept any commercial unit and reject the remainder and Seller shall at Seller's expense repair or replace nonconforming Goods in accordance with Buyer's instructions. Buyer's expenses for inspection of Goods found to be nonconforming shall be for Seller's account. Buyer's failure to detect nonconformities in Goods shall not affect Buyer's remedies as to such nonconformities. Regardless of its actions Buyer will retain all of its rights against Seller as to such nonconformities.

**4. TITLE AND RISK OF LOSS:** Title to Goods and risk of loss shall pass to Buyer from seller upon acceptance of Goods by Buyer's unless otherwise agreed in writing.

**5. EXCESS OR PARTIAL SHIPMENTS:** Buyer may but is not obligated to accept shipments that are in excess of or less than the quantity ordered. Such shipments may be returned at Buyer's option to Seller at Seller's expense and risk. Buyer shall have the option to call for delivery of Goods in two or more lots as Buyer may choose upon giving 15 days prior written notice thereof together with a schedule of deliveries.

**6. WARRANTIES:** Seller warrants that all Goods are of merchantable quality and fit for the ordinary purposes for which such Goods are used and Buyer's intended use thereof.

Seller expressly warrants that Goods and services covered hereunder shall be free from defects in workmanship or materials and from spoilage, in the case of perishable goods and shall strictly conform to applicable specifications instructions drawings data Governmental regulations and samples if any. This Warranty shall survive any inspection delivery acceptance or payment by Buyer.

**7. PATENT, TRADEMARK, TRADE NAME, AND COPYRIGHT:** Seller warrants and agrees that the sale or use of Goods or any part thereof will not infringe any US or foreign patent trademark, trade name or copyright and undertakes to indemnify and hold harmless Buyer against and from all claims, judgments decrees costs and expenses including reasonable attorney's fees arising with respect of any and all alleged and actual infringements and covenants that Seller will upon request of Buyer and at Seller's own expense defend or assist in the defense and subsequent appeal of any suit or action which may be brought against Buyer or those selling or using any Goods supplied by Buyer claiming infringement of any patent trademark, trade name or copyright.

In case the sale and or use of Goods or any part thereof is enjoined Seller shall at its own expense elect with the approval of Buyer (which shall not be unreasonably withheld) either (a) to procure for Buyer and its assigns and customers the right to continue to sell and use said Goods or part thereof (b) to modify said Goods or Part thereof so that their sale and or use as the case may be is no longer enjoined or (c) to accept return of said Goods and refund the purchase price and transportation and installation costs if any thereof.

**8. TERMINATION:** (a) Buyer may be subject to the provisions of paragraph (c) below by written notice to Seller immediately terminate the whole or any part of this Purchase Order in any one of the following circumstances.

(1) If Seller fails to perform any of its obligations under this Purchase Order and does not cure such failure within a period of 10 days (or such longer period as Buyer may authorize in writing) after Buyer gives Seller notice specifying such failure or

(2) If a petition is filed by or against Seller under the bankruptcy laws applicable to Seller. Seller makes a general assignment for the benefit of creditors or receiver is appointed for any property of Seller.

(b) In the event Buyer terminates this Purchase Order in whole or in part as provided in paragraph (a) above Buyer may procure replacements for Goods or services from other sources upon such terms and in such/ manner as Buyer may consider appropriate. Seller shall remit to Buyer upon demand any amounts exceeding the-contract price of and charges included in this Purchase Order incurred by the exercise of Buyer's rights under this paragraph and Seller Shall continue the performance of this Purchase Order of the extent not terminated.

Vendor represents that it has, or shall, within thirty (30) days after the date hereof, increase its existing insurance, to the extent required, to have, limits through underlying and excess coverage of preferably US \$5M aggregate and US \$5M per occurrence, together with a contractual liability endorsement, which coverage shall name Maypro as an additional insured. Vendor represents and warrants that it shall continue to maintain, at all times while it is supplying Products to Maypro (and for at least 5 years after the most recent delivery of Products), such insurance. Vendor shall provide evidence of compliance with the foregoing insurance requirements, reasonably satisfactory to Maypro, upon Maypro's written requests from time to time.

(c) If this Purchase Order is terminated, as provided in, subparagraph 8 (a) above. Buyer in addition to any other rights provided herein may require Seller to transfer title and delivery to Buyer in the manner and to the extent directed by Buyer any completed Goods and such partially completed Goods and materials acquired for the performance of such part of this Purchase Order as has been terminated and Seller shall upon direction of Buyer protect and preserve property in the possession of Seller in which Buyer has an interest. Payment for completed Goods delivered to and accepted Buyers shall be at the applicable contract price.

**9. INDEMNITY AND HOLD HARMLESS:** Seller shall indemnify and hold harmless Buyer against and from all claims, liabilities, costs, damages and assessments, including reasonable attorneys fees caused by or arising out of an incident to a failure of Seller to perform its obligations imposed by the Purchase Order by any applicable law regulation or order.

**10. PERMITS, LICENSES, TARIFFS, TAXES:** Unless otherwise expressly agreed in writing Seller shall be responsible for and shall pay any and all applicable tariffs or duties imposed upon Goods or services by any government and shall obtain and pay for any and all export and import licenses or permits necessary for performance of this Purchase Order. If by law regulation or other official rule which first becomes effective subsequent to the date of this Purchase Order there shall be any increase in any tax duty surcharge import fee or other exaction on Goods or services hereunder or on resale of Goods to be furnished hereunder or any component part thereof or any process or labor involved therein or on any services to be rendered by Seller Buyer at its option may cancel this Purchase Order as to any and all undelivered Goods unless Seller shall reimburse Buyer for the amount of the increase in any such tax duty surcharge import fee or other exaction.

**11. EXPORT:** If any of Goods described in this Purchase Order are purchased by Buyer for exporting the same and if after application Buyer shall be unable to obtain an export license or if the laws regulations or rules of the country to which Goods are to be exported are changed after the date of this Purchase Order thereby making it difficult or impossible for Buyer to export Goods to such country then Buyer may terminate this Purchase Order without any further liability of either party under this Purchase Order.

**12. NOTICES:** Any notice request consent or demand shall be given in writing by mail to the street address of Buyer set forth on the face hereof or by telex.

**13. ASSIGNMENT-DELEGATION:** Neither this Purchase Order nor any rights or obligations hereunder shall be assigned or delegated by Seller without the prior written consent of Buyer and any attempted assignment or delegation without such consent shall in no event relieve Seller in whole or in part of its obligation hereunder.

**14. FORCE MAJEURE:** (a) If the performance of any of this Purchase Order by Seller or Buyer is prevented, hindered or delayed by reason of any cause or causes beyond the control of Seller or Buyer as the case may be and which cannot be overcome by due diligence the party affected shall be excused from such performance to the extent that it is necessarily prevented hindered or delayed thereby during the continuance of any such happening or event and this Purchase Order shall be deemed suspended so long as and to the extent that such cause prevents or delays its performance provided that the affected party shall give notice to the other party within a reasonable time after the happening thereof of the nature and extent of any force majeure condition referred to in paragraph (a) hereof.

(b) Buyer shall have the right to terminate this Purchase order without liability of any kind to Seller at any time upon written notice to Seller in the event that this Purchase Order is suspended for more than thirty(30) days by reason of such cause or causes.

**15. ARBITRATION:** Any controversy or claim arising out of relating to or attributable to this Purchase Order or the breach thereof may at Buyers solo election be settled by arbitration in accordance with the rules of the American Arbitration Association to be held in the city and state in which Buyer is located as set forth on the front of this Purchase Order and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**16. APPLICABLE LAW AND JURISDICTION:** The rights of the parties and this Purchase Order shall be governed by and construed under the laws of the state in which Buyer is Located as set forth on the front of this Purchase Order. This Purchase Order shall be deemed to have been made entered into and performed in the aforementioned state in which Buyer is located. The courts of or the federal courts located in said state shall be the only courts to have jurisdiction over disputes between the parties hereto.

**17. NONWAIVER:** A failure by either party to enforce at any time any provision hereof shall not constitute a waiver of such provision or of the right of such party thereafter to enforce such provision.

**18. SEVERABILITY:** In the event any provision on hereof is held to be invalid void or unenforceable by any court of competent jurisdiction the other provisions shall remain effective and in force.

**19. SELLERS EQUAL OPPORTUNITY COMPLIANCE CERTIFICATE** In accepting this contract purchase order the contractor or vendor certifies its compliance with all relevant EEO AA laws, orders and regulations. The pertinent language of which is hereby incorporated by reference. Seller certifies specific compliance with EO 11246, Section 503 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Veterans Assistance Act of 1974.

Vendor shall indemnify, defend, and hold harmless Maypro and its officers, directors, employees, and agents and their respective successors, heirs and assigns against any and all Damages arising out any (1) third-party claim that the Product as delivered by Vendor was defective or caused injury or death to person, (2) third-party claim that a Product or Vendor trademark, brand name or patent infringes a trademark, brand name or patent of any other Person or (3) breach by Vendor of any of the provisions of this Agreement (including, without limitation, Vendor's representations and warranties herein), except to the extent such Damages are caused by Maypro's gross negligence or willful misconduct. Neither party will be liable to the other party for (i) breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this Agreement or (ii) punitive damages.