ORDER TERMS AND CONDITIONS

1. CONTRACT: This Purchase Order conditions an offer by Buyer to purchase the goods and/or services specified on the terms and conditions and at the prices(s) and with the delivery date(s) stated herein and is not an acceptance of any proposal made by Supplier. Supplier shall submit a quotation with a written acceptance of this offer. Each contract made by Supplier in accordance with Order in any manner, or by delivering the goods or performing the services. This Purchase Order, together with the documents attached hereto or incorporated herein by reference, shall constitute the final and complete agreement of the parties and may not be modified or rescinded except by a written change order issued by Buyer. No terms stated by Supplier in its proposal or in accepting or acknowledging this Purchase Order shall be binding on Buyer unless Buyer specifically agrees to them in writing. Acceptance of any portion of the goods and/or services shall not be construed as acceptance of the terms and conditions contained herein, and notice of objection to any different or additional terms in any response is hereby given. If this Purchase Order is construed as an acceptance of an offer, this acceptance is subject to the condition that Supplier shall have submitted to Buyer the forms and documents required by Buyer and have received Buyer's written acceptance of all such forms and documents. If a written acceptance is not given within the time period stated for the effective date of this Purchase Order, Buyer’s acceptance is null and void. In the event of a written acceptance, Supplier agrees to continue with the performance of this contract if Buyer does not inform Supplier in writing of the same within 30 days of the acceptance of this contract. This Purchase Order is expressly limited to the written terms contained herein and is not intended to be a contract in furtherance of any existing non-written contract, the parties agree that if a contract exists, the parties shall use the above terms of this contract and the terms stated herein as the terms of the contract. The parties further agree that this Purchase Order, when used by the parties to place orders for goods or services in conjunction with or pursuant to a written contract, shall be construed to supplement the terms of such written contract to the extent that the terms of such Purchase Order are inconsistent with such written contract. Regardless of its construction, this Purchase Order is incorporated by reference all terms of the Uniform Commercial Code providing any protection to Buyer, including, but not limited to, all warranty protection (express or implied) and all of Buyer’s remedies under the UCC.

2. SHIPPING: Supplier warrants title to goods, sold hereunder, to be free and clear of all liens, encumbrances and/or coloquial claims, and that all goods and/or services shall be of merchantable quality, free from defects in material, design and workmanship, shall be fit for the particular purposes intended, and shall conform to all requirements of this Purchase Order for a period of at least two years from delivery, and any services shall be performed in a professional, and competent manner. Supplier warrants that the items described above comply with the Federal Food, Drug and Cosmetic Act, as amended. Supplier further warrants that items described are not articles, which cannot be legally transported or sold under the provisions of any federal, state or local law and are not misbranded within the meaning of any federal, state or local law, when bearing labels affixed by Seller.

3. PRODUCT SUPPROFITY: Supplier shall not make any changes in the goods that may alter properties, impurities, specifications, dimensions, or any other characteristic of the goods.

4. INDEMNITY: To the fullest extent permitted by law, Supplier shall indemnify, defend and hold harmless Buyer and Buyer’s Affiliates (Affiliates include, but not limited to employees, representatives, officers, agents, subcontractors, directors, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, and affiliated companies) from and against all and any claims and damages (including but not limited to all costs, expenses, fees, fines, debts, liabilities, penalties, charges, and removal and remediation costs) of any nature (including but not limited to special, punitive, incidental, and consequential) incurred, by asserted or awarded against Buyer or Buyer’s Affiliates to the extent such claims arise from, or are related in any way to Supplier’s or its subcontractors’ performance of this Purchase Order. Supplier further agrees that protections provided by this section will indemnify and defend Buyer and Buyer's Affiliates active or passive negligence or strict liability, regardless of whether Buyer’s and Buyer's Affiliates' active or passive negligence or strict liability is the sole, contributing, concurrent, proximate or producing cause of the claims or damages covered by this indemnity, defense, and hold harmless agreement. For goods or services provided at Buyer's Baytown facility, the provision shall relate only to personal injury claims. Supplier expressly waives, for purposes of the indemnity, defense and hold harmless protections provided hereunder, any immunity that it would otherwise have under any applicable law from liability for such personal injury, sickness, disease or death claims related to any claim brought by Buyer or Buyer's Affiliates under this indemnity, defense, and hold harmless agreement. Supplier's waiver of immunity does not extend to direct claims or damages brought by or on behalf of, or awarded to, Supplier's employees against Supplier, or by Supplier, such waiver is intended to include claims and damages brought by, or on behalf of, or awarded to, Supplier's employees or their subcontractors' employees against Supplier, or by Supplier, all of its subcontractors and other entities acting on its behalf. For goods sold hereunder, Supplier shall be liable to Buyer and Buyer’s Affiliates' active or passive negligence or strict liability, regardless of whether Buyer’s and Buyer’s Affiliates' active or passive negligence or strict liability is the sole, contributing, concurrent, proximate or producing cause of the claims or damages covered by this indemnity, defense, and hold harmless agreement.

5. INFRINGEMENT: Supplier warrants that the use of goods or services and/or services shall not infringe any patent claims, trademarks or other intellectual property rights. Supplier shall indemnify and hold harmless Buyer and Buyer’s Affiliates active or passive negligence or strict liability, regardless of whether Buyer’s and Buyer’s Affiliates' active or passive negligence or strict liability is the sole, contributing, concurrent, proximate or producing cause of the claims or damages covered by this indemnity, defense, and hold harmless agreement. In the event of an actual or threatened infringement, Buyer shall have the right to revoke the right to select the counsel, who shall be paid by Supplier to defend Buyer or Buyer’s Affiliates. Supplier agrees to attempt in good faith to timely, amicably and fully settle all claims or damages asserted or awarded against Buyer or Buyer’s Affiliates such that Buyer is fully protected from and against any subsequent claims and damages asserted by the same claimant. Buyer and Buyer’s Affiliates retain the absolute power to settle or otherwise compromise any such claim or proceeding, or to reject any settlement offer, without affecting Buyer or Buyer’s Affiliates rights under this indemnity, defense, and hold harmless obligation. Supplier's indemnity obligations as set forth herein shall not be limited by any limitation on the amount or type of damages, benefits or compensation payable by or for Supplier under Worker's Compensation Acts, Disability Benefit Acts or other employee benefits provided by Supplier or any of its employees, or any employee benefits provided by Supplier or any of its employees under any other insurance policy or otherwise.

6. TERMINATION FOR BREACH: If Supplier breaches the terms of this Purchase Order, Buyer may terminate this Purchase Order at any time upon written notice to Supplier. Supplier's obligations hereunder are limited to the extent of any insurance or other provision to which Supplier’s. Supplier’s obligation to indemnify, defend and hold harmless Buyer and Buyer’s Affiliates shall survive the termination of this Purchase Order. Buyer’s Affiliates' rights to indemnify, defend and hold harmless protections are cumulative, and are provided by Supplier without prejudice to any other rights or remedies available to Buyer or Buyer’s Affiliates.

7. AUTHORIZATION TO SUBCONTRACT: Supplier shall not make any commercial use except in performance of this Purchase Order. Supplier shall not disclose said information to anyone before or after performance of this Purchase Order without obtaining the written consent of Buyer. All such drawings, specifications or other documents, data or information furnished by Buyer to Supplier, orally or in writing, shall be treated as confidential by Supplier. Supplier shall not use Supplier for performance of the Purchase Order or to any party other than the parties specified above. Supplier agrees that Buyer will receive all claims and/or damages due to Supplier for violation of this Purchase Order.

8. ASSIGNMENT: This Purchase Order shall not be assigned by Supplier without Buyer's prior written consent. Supplier shall not subcontract all or any part of its performance of this Purchase Order to any other party without Buyer's prior written consent. No assignment or subcontracting by Supplier, with or without Buyer's consent, shall relieve Seller of any obligations under this Purchase Order.

9. TERMINATION FOR BREACH: If Supplier breaches this Purchase Order or any of its terms and conditions of this Purchase Order, Buyer may terminate this Purchase Order at any time, without prejudice to any other rights or remedies available to Buyer in such event. Supplier agrees to return to Buyer any property in Buyer’s possession and Buyer shall be the sole owner of such property.

10. LOST PROFIT: In no event shall Buyer be responsible for any indirect or consequential damages including, but not limited to, Supplier's loss of actual or anticipated profits arising out of, or resulting from, this Purchase Order or performance, suspension, termination or breach hereof.

11. HEADINGS AND SEVERABILITY: All headings appearing the preceding several articles hereof are inserted solely for convenience of reference, shall not constitute a part of the Purchase Order and shall not otherwise affect the meaning of the provisions of this Purchase Order. In the event that any provision contained herein is held to be invalid or unenforceable, such provision shall be severable from the remaining provisions of this Purchase Order, which shall remain in full force and effect.

12. PUBLICITY: Supplier shall not, and shall require that its subcontractors and suppliers of any tier shall not, cause or permit to be released any publicity, advertisement, news release, public announcement, or detail or commentary of any form, regarding any matter without Buyer's prior written approval.

13. RESPONSIBILITY FOR PROPERTY: Unless otherwise specified, delivered to Supplier, or manufactured or acquired by Supplier, of any materials, parts, tools, data or other property, title to which is held by Buyer or any of Buyer’s Affiliates, shall remain with Buyer or its Affiliates at all times and not be included in or subject to any other order, purchase or contract. Supplier shall appoint Buyer as its agent, for purposes of releasing any property at Buyer’s direction. Buyer or any of Buyer’s Affiliates may, in Buyer’s or its Affiliates’ discretion, remove any such property therein. Buyer shall return such property to Supplier in Buyer’s condition in which it was received, except for reasonable wear and tear, and except for such property as has been reasonably consumed in the performance of this Purchase Order.

14. CHANGE TO ORDER: Any changes in the goods or services ordered including, without limitation, reasonable changes to quantities or delivery dates, or changes in the requirements of the drawings, specifications or instructions. Supplier shall promptly review such changes and within five (5) days or Buyer's written notification of Buyer's change of this Purchase Order, a written change order shall be prepared and delivered to Buyer. Any change claimed by Buyer under this Article shall be subject to the audit and approval of Buyer. Upon termination, the goods shall become the property of Buyer in their then state of completion.

16. WAIVER: Buyer's waiver of any breach by Supplier of any of the provisions of this Purchase Order shall not constitute a waiver of any other breach of the same or any other provision. Buyer's rights and remedies under the Purchase Order and the terms and conditions hereof shall be cumulative and in addition to any other rights and remedies available to Buyer thereunder, and shall be exercisable whether or not the same are stated herein or in a written notice.

17. ORDER FORMS: In the event that any provision contained herein is held to be invalid or unenforceable, such provision shall be severable from the remaining provisions of this Purchase Order, which shall remain in full force and effect.