

PURCHASE ORDER TERMS AND CONDITIONS
IMPORTANT - READ CAREFULLY

1. ACCEPTANCE; PURCHASE ORDER CONSTITUTES ENTIRE AGREEMENT -- This Order constitutes Buyer's offer and may be accepted by Seller (or Contractor where applicable) only in accordance with the terms hereof. Any acceptance herein of an offer of Seller, or any confirmation herein of a prior agreement between Buyer and Seller, is expressly made conditional on Seller's assent to the additional or different terms contained herein. This Order may be accepted by Seller by commencement of work, shipment of goods, or furnishing of services hereunder. Dispatch of Seller's acknowledgement form or other written document will also act as an acceptance if it agrees with this Order with respect to the description, amount, price and time of delivery of the goods or services ordered. Notwithstanding any waiver in any instance, or any oral agreement, or any instructions, terms and conditions that may be contained in any quotation, acknowledgement, invoice or other written document of Seller, no addition to, waiver for the future or modification of, any of the provisions herein contained shall be of any force or effect unless made in writing and executed by Buyer.

2. CHANGES -- Buyer shall have the right at any time to modify this Order by issuing written notice to Seller of such modifications via a revised Order, and Seller agrees to comply with such modifications. If such modifications cause a material increase or decrease in Seller's costs or time of performance of this Order, Seller shall notify Buyer immediately and negotiate an adjustment. The terms of this Order may not be modified by Seller or by any third party beneficiary of this Order without prior written approval by Buyer, and no such modification shall be valid and/or binding upon Buyer, unless approved by Buyer in writing via a revised Order.

3. TIME OF THE ESSENCE/FORCE MAJEURE -- Except for delays caused by Buyer or a Force Majeure (as defined herein below), TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY OF GOODS OR PERFORMANCE OF SERVICES UNDER THIS ORDER. If for any reason, Seller anticipates difficulty in complying with a required delivery date or meeting any other requirements in this order, Seller shall immediately notify Buyer, and utilize alternate sources of supply to fulfill order requirements at pricing levels detailed in this order. If Seller does not comply with Buyer's delivery schedule, in addition to such other rights and remedies it may have, Buyer may, in its sole discretion, (i) require delivery by the fastest way to meet the delivery schedule, (ii) submit a revised delivery schedule or (iii) terminate this order immediately without liability to Seller. Seller shall be liable to Buyer for all costs incurred by Buyer as a result of such delay or termination. In the event Buyer requires delivery by the fastest way to meet the delivery schedule or submits a revised delivery schedule, or if Buyer otherwise directs Seller to ship by a method other than that indicated on the Purchase Order, Seller shall prepay any additional transportation charges incurred as a result thereof. Neither party shall be liable for delays in delivery caused by circumstances beyond its reasonable control and without its fault or negligence, including strikes, lockouts, riots, epidemics, war, fire, flood, explosion, acts of God, or acts of terrorism. In no event shall shipping delays, product shortages, or lack of finances or cash flow shortages be considered as a cause beyond the control of a party. The party affected by the Force Majeure shall give prompt written notice thereof and, upon cessation of the Force Majeure, take all reasonable steps to resume compliance with its obligations.

4. DELIVERY/TITLE/ PACKAGING --

Unless otherwise agreed, delivery shall be f.o.b. point of destination and title shall pass to Buyer upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by Buyer shall be the responsibility of Seller. Goods must be delivered to the address specified in the order during Buyer's normal business hours or as otherwise instructed by Buyer. Seller must deliver the goods and/or perform the services on the delivery date(s) specified in this order. If no delivery date is specified, Seller will deliver the goods and/or services within thirty (30) days of Seller's receipt of this order. Goods covered by this order must be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging materials. Any return of such packaging materials will be made at Seller's expense.

5. COMPLIANCE WITH SPECIFICATIONS/RIGHT OF INSPECTION AND REJECTION -- Seller shall manufacture and deliver the goods in strict conformance with the specifications, designs, drawings, samples, data sheets or other descriptions including the performance specifications (collectively, the "Specifications") approved or adopted by Buyer. Seller shall not change or alter the molds and its manufacturing and production process related to goods, including, without limitation design changes, material changes, and sub-Seller changes, without Buyer's prior written consent. Additionally, Seller shall not substitute goods without Buyer's prior written consent. Such changes shall only become effective upon Buyer's review and prior written approval. Goods supplied by Seller will be received subject to Buyer's inspection and approval within a reasonable time after delivery, notwithstanding prior payment. Goods must conform to Specifications, applicable warranties, and applicable regulatory rules, industry standards and/or laws governing such goods. In Buyer's sole discretion, Seller must provide sufficient evidence of such conformance, including, without limitation, third party testing reports and certificates of compliance. If specifications or warranties are not met, goods may be returned at Seller's expense. No goods returned to Seller as defective shall be replaced except upon Buyer's formal authorization. Buyer's inspection will not relieve Seller from its obligations with respect to nonconforming goods. If any goods in Buyer's sole discretion are found to be nonconforming, Buyer may at its option, and in addition to any rights it may have by law, require Seller (i) to provide Buyer with a complete refund or credit of the price of such nonconforming goods or (ii) replace such nonconforming goods at no cost to Buyer. In addition, Seller shall assume title and risk of loss of all nonconforming goods and shall promptly reimburse Buyer for all costs incurred by Buyer as a result of such rejection of nonconforming goods. Payment for goods delivered shall not constitute acceptance of the goods and shall not relieve Seller of its warranty or other obligations hereunder.

6. ASSIGNMENT -- Neither shall this Order, nor any interest therein, nor any claim arising hereunder be transferred or assigned by Seller without the prior written consent of Buyer. Buyer may transfer or assign the benefits of this agreement, in whole or in part, including without limitation the Seller's warranty, without the approval of Seller.

7. GOVERNING LAW/SEVERABILITY -- See Attached Appendix A.

8. WARRANTY -- Seller expressly warrants that the goods or services ordered shall be merchantable; shall conform to this Order, to specifications, drawings, and other descriptions referenced in this Order, and to any accepted samples; shall be free from defects in material and workmanship; shall be free from defects in design, unless the design was supplied by Buyer; and shall be reasonably fit and safe for the intended purposes. Seller warrants that it has clear title to the goods and that the goods and services shall be delivered free of liens or encumbrances. In addition to any and all other remedies provided to Seller by law or equity, items found to be defective in workmanship or material after date of acceptance shall be repaired or replaced, at Buyer's option, at no charge to Buyer. All freight charges involving the shipment of defective items shall be for the Seller's account.

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9. INVOICES -- All invoices shall be mailed to Buyer at its office as indicated on the face of this Order and will state Buyer's Purchase Order Number clearly on the Invoice. An itemized delivery ticket, bearing Buyer's Purchase Order Number as shown hereon, must be left with the goods to insure their receipt. If delivery is made by carrier, an itemized delivery ticket must be attached to the package or other shipping unit. The payment discount period will date from receipt of the invoice and not from the date of the invoice. In case of errors on an invoice, the payment discount period will date from the receipt of corrected invoices. Seller shall use the lowest published freight rates and any excess transportation charges incurred, including any that deviate from the published tariff rates, are to be borne by the Seller.

10. INDEMNITY/RECALL/INSURANCE -- Seller shall defend, indemnify and hold harmless Buyer from and against any and all claims, suits, judgments, liability, damages, fees and costs whatsoever (including attorney's fees) based on, arising out of or in connection with: any infringement or claimed infringement of any patent, trademark or copyright in the manufacture, use or sale of the equipment or materials furnished under this order; and the injury to or death of any person or any damage to or loss of property caused by defective products and/or services purchased by Buyer from Seller hereunder.

In the event that either Buyer has any reason to believe that a voluntary withdrawal or recall of any product may be necessary, Buyer will immediately contact Seller. Seller will confer and cooperate to resolve any issues with respect to a voluntary withdrawal or recall, including without limitation, the necessity of declaring the voluntary withdrawal or recall, the manner in which the voluntary withdrawal or recall should be conducted and the duration of the voluntary withdrawal or recall, provided that Buyer will have the right to require a voluntary withdrawal of any product in the event of a reasonable and good faith concern regarding the safety of such product. Seller shall be responsible for the costs of a recall or voluntary withdrawal of products, and shall reimburse Buyer for any costs reasonably incurred by Buyer in the event of such a recall or voluntary withdrawal, if it is determined that such recall or voluntary withdrawal was caused by a defect in Seller's design and/or manufacture of the product.

Seller agrees to procure and maintain the following insurance coverage: (a) Commercial General Liability insurance, endorsed to name Buyer as an additional insured, with limits not less than \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations, \$1,000,000 Personal/Advertising, (b) Commercial Auto with a combined single limit of at least \$1,000,000 per occurrence insuring all vehicles used by Seller (including all owned, hired and non-owned vehicles), and (c) Worker's Compensation with statutory limits and a waiver of subrogation in favor of Buyer, and Employer's Liability coverage required by applicable laws of the jurisdiction in which the services are to be performed subject to a limit of \$1,000,000. Evidence of such coverage, in the form of a Certificate of Insurance naming Buyer additionally insured and providing for thirty (30) days notice to Buyer prior to cancellation, shall be sent to Buyer not later than seven (7) days following Seller's acceptance of this Order.

11. COMPLIANCE WITH LAWS -- Each party will comply with all applicable laws in such party's exercise of its rights and performance of its obligations under this Agreement, including, without limitation, the Fair Labor Standards Act. Seller acknowledges that Buyer is subject to the U.S. Foreign Corrupt Practices Act, the US Bribery Act and anti-bribery and anti-corruption laws in various other jurisdictions. Seller warrants that it will (a) comply in all respects with such laws, rules and regulations related thereto, including the comparable laws of all jurisdictions where it or its agents are conducting business, (b) provide written certification of its compliance with the foregoing when asked by Buyer, and (c) cooperate with Buyer and its designees at Seller's expense in any inquiry or investigation of Seller or its agents regarding their conduct or alleged conduct relating to compliance or failure to comply with any of the foregoing.

12. TERMINATION -- Buyer, by written notice, may terminate this order, in whole or in part. In the event this order is terminated as a result of Seller's default, the Seller shall be liable for all damages allowed in law or equity, including the excess cost of re-procuring similar items. If this order is terminated for the convenience of Buyer, Seller will be compensated to the extent that items have been accepted by Buyer prior to the effective date of termination. Other than to this extent, Buyer shall not be liable to Seller for any damages on account of its failure to accept all of the items ordered.

13. CONFIDENTIALITY/TRADE SECRETS -- All specifications, data and other information furnished by Buyer, or its agents, to Seller in connection with this order remain the exclusive intellectual property of Buyer and shall be treated by the Seller as proprietary and shall not be disclosed or used, outside the limitation of this order, without prior written approval of the Senior Purchasing Agent of Buyer. In addition, the purchase of the Seller's product does not authorize the Seller to use the name of or make reference to Buyer for any purpose in any releases for public or private dissemination, nor shall the Seller divulge or use in any advertisement or publication any specifications, data, or other information pertaining to or relating to this usage without prior written approval of the Director, Supply Chain of Buyer.

APENDIX A – GOVERNING LAW/SEVERABILITY

Purchase Orders Generated From Monett, MO. This order and the rights and obligations of the Buyer and Seller, shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Missouri, excluding conflicts of laws principles. Litigation relating to or arising out of this Order shall be filed and conducted in the state and federal courts for or covering Barry County, Missouri and Buyer and Seller consent to jurisdiction thereby. Each paragraph and provision of this Order is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this order will remain in full force and effect.

Purchase Orders Generated From Dallas, TX. This order and the rights and obligations of the Buyer and Seller, shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Texas, excluding conflicts of laws principles. Litigation relating to or arising out of this Order shall be filed and conducted in the state and federal courts for or covering Dallas County, Texas and Buyer and Seller consent to jurisdiction thereby. Each paragraph and provision of this Order is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this order will remain in full force and effect.

Purchase Orders Generated From Sliver Lake, IN. This order and the rights and obligations of the Buyer and Seller, shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Indiana, excluding conflicts of laws principles. Litigation relating to or arising out of this Order shall be filed and conducted in the state and federal courts for or covering Kosciusko County, Indiana, and Buyer and Seller consent to jurisdiction thereby. Each paragraph and provision of this Order is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this order will remain in full force and effect.

Purchase Orders Generated From Lewisburg, PA. This order and the rights and obligations of the Buyer and Seller, shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Pennsylvania, excluding conflicts of laws principles. Litigation relating to or arising out of this Order shall be filed and conducted in the state and federal courts for or covering Union County, Pennsylvania and Buyer and Seller consent to jurisdiction thereby. Each paragraph and provision of this Order is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this order will remain in full force and effect.

Purchase Orders Generated From Englewood, CO. This order and the rights and obligations of the Buyer and Seller, shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Colorado, excluding conflicts of laws principles. Litigation relating to or arising out of this Order shall be filed and conducted in the state and federal courts for or covering Douglas County, Colorado and Buyer and Seller consent to jurisdiction thereby. Each paragraph and provision of this Order is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this order will remain in full force and effect.