

Binding Terms and Conditions of Purchase

1. OFFER- This offer to purchase is expressly conditional on Seller's assent to all of these Terms and Conditions. **This offer to purchase (Purchase Order) is effective and expressly conditional on Seller's assent to all terms and conditions in this Purchase Order that are additional to or different from those stated in Seller's quotation or other offering documents and/or communications.** Any attempt by Seller to interpose different or additional terms or conditions, or to in any respect alter or reject Buyer's Terms and Conditions, is rejected by Buyer and shall not become part of the contract for sale between Buyer and Seller. This Purchase Order shall be accepted by commencement of performance by Seller. Buyer's obligations are limited to those contained herein.

2. WARRANTY- Seller expressly warrants all goods meet Buyer's specifications in all respects, are merchantable, are fit for the particular purpose(s) for which Buyer intends to use such goods, and are free from defect. No attempt by Seller to disclaim any warranty, express or implied, shall be effective, and every such attempt to disclaim any warranty, express or implied, is expressly rejected by Buyer. Such warranties shall survive inspection, test, and acceptance. This warranty shall run to Buyer, its successors, assigns, customers, and users of Buyer's products. **Seller expressly warrants formulas, ingredients, specifications, and manufacturing processes shall not be changed without the express, prior written consent of Buyer.**

3. WARRANTY OF NON-INFRINGEMENT- The title conveyed shall be good and its transfer rightful and the goods shall be delivered free from any security interest, lien, or encumbrance of which the Buyer, at the time of contracting, has no knowledge. This warranty will be excluded or modified only by specific language or circumstances which give the Buyer reason to know that the Seller does not claim title or that Seller is purporting to sell only such right or title as Seller may have. Seller warrants that the goods shall be delivered free of the rightful claim of any third-party by way of infringement or the like.

4. BREACH- In the event of breach by Seller, Seller shall be liable to Buyer for all remedies available to a purchaser of goods under the Uniform Commercial Code (UCC), including without limitation all actual and consequential damages suffered by Buyer as a result of Seller's breach. No attempt by Seller to limit remedies available to Buyer shall be effective, and every such attempt to limit Buyer's remedies is hereby expressly rejected by Buyer.

5. NO WAIVER- No claim or right arising out of a breach of the terms and conditions of this order can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver or renunciation is supported by consideration and is in writing signed by Buyer and Seller.

6. COMPLIANCE WITH STATUTES AND REGULATIONS- Seller guarantees, warrants, and certifies it is in compliance and will continue to comply with all federal, state, and local laws and regulations, which by reason of violation liability may accrue to Buyer, and all applicable statutes, rules, regulations, acts, and orders of the United States or of any state or political subdivision thereof, including but not limited to laws and regulations pertaining to labor, wages, hours, and other conditions of employment.

Specifically, Seller guarantees, warrants, and certifies the following:

- (i) Seller shall comply in every respect with the provisions of Federal Insecticide, Fungicide and Rodenticide Act or the Federal Caustic Poisons Act, and amendments thereto.
- (ii) All goods shall not be adulterated, misbranded, or otherwise prohibited within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C.A. §301 et seq., and amendments thereto, or within the meaning of any applicable state or municipal law in which the definition of adulteration or misbranding are substantially the same to said act; and such goods are not goods which may not be introduced into interstate commerce under the provisions of section 404 or 505 of said act (21 U.S.C.A. §344 and §355); and such goods may be legally transported or sold under the provisions of any other applicable federal, state, or municipal law; and Seller guarantees only those chemicals or sprays approved by federal, state, or municipal authorities have been used, and any residue in excess of the amount allowed by any such authorities has been removed.
- (iii) No good(s) are misbranded within the meaning of the Federal Hazardous Substances Labeling Act, as amended, or within the meaning of any applicable State law in which the definition of misbranding is substantially the same, or is an article which may not under the provisions of said act, be introduced into interstate commerce.
- (iv) Seller agrees to reimburse Buyer for stock on hand for any decline in Seller's price, and for any merchandise which may be necessary to return, or which may not be sold because of any Federal or State law, act or regulation, under the terms of which the sale of such merchandise may be prohibited.
- (v) Prices charged to Buyer pursuant to this Purchase Order do not exceed applicable price ceilings, if any, established by any agency of government.
- (vi) Seller shall comply with Executive Order 11246, the Vietnam-Era Veterans' Readjustment Act of 1974 and the Rehabilitation Act of 1973, and amendments thereto.
- (vii) Seller certifies its compliance with the Fair Labor Standards Act of 1938, and amendments thereto.

7. INDEMNIFICATION- Seller shall protect, defend, indemnify, and hold Buyer, its employees, directors, officers, subsidiaries, distributors, dealers, etc. harmless from and against any and all expenses, claims, losses, demands, damages, or causes of action of every kind and character, including counsel fees, arising out of any actual or asserted violation of the above-referenced acts or of any other federal, state, or local law, or regulation by virtue of which goods sold, supplied, or delivered by Seller alleged or determined to be not in full compliance with any federal, state, or local law, or regulation; or goods which the possession, distribution, sale and/or use of, or by reason of the seizure of, any of the Seller's products including any prosecution or action whatsoever by any Governmental body or agency or by any private party, including claims of bodily injury, death, or property damage. Seller undertakes and agrees to protect, defend, indemnify, and hold Buyer, its employees, directors, officers, harmless from and against any and all subsidiaries, distributors, dealers, etc. expenses, claims, losses, demands, damages, or causes of action of every kind and character, including counsel fees, arising out of Seller's negligence; breach of warranty; and patent, copyright, and/or trademark infringement or alleged infringement arising out of, incident to, or resulting from Seller's performance or nonperformance, or Buyer's use of goods purchased hereunder. Seller shall pay and discharge any and all judgments or decrees, including legal fees, which may be rendered in any such suit, action, or proceeding.

If Buyer sustains any monetary damage or legal fees as a result of the sale or use in finished product form or otherwise, of any goods delivered by Seller and if such liability or exposure is found to be Seller's fault, full or contributory, Seller shall be fully responsible for all such damages sustained by Buyer and/or its customers, including legal fees and expenses.

8. PATENT, COPYRIGHT, AND TRADEMARK PROTECTION- This Purchase Order includes payment in full for all patents, copyrights, and trademarks which are referenced or developed. Seller shall not be entitled to any additional payment by virtue of the presence of patent, copyright, trademark, or other proprietary rights in the goods and materials covered by this Purchase Order and shall cooperate with Buyer and execute the documents appropriate for securing protection of patent, copyright, or trademark subject matter and hereby authorizes Buyer to execute such documents on Seller's behalf.

9. DELIVERY- Time is of the essence. Buyer may, in addition to other rights and remedies, terminate this Purchase Order and purchase substitute goods elsewhere and Seller shall be responsible for any loss incurred by Buyer if delivery by Seller is not completed within the stipulated time. Buyer reserves the right to cancel any undelivered and/or unaccepted portion of goods, if any one shipment fails to conform to specifications or to warranty, or fails to meet the delivery date specified by Buyer, or fails to be in the stipulated quantity. Buyer reserves the right to cancel the entire Purchase Order if after receiving and accepting goods in anticipation of future goods ordered under this Purchase Order, any such part thereof fails to conform to any term(s) of this Purchase Order. Buyer reserves the right to make changes in quantities, specifications, and/or delivery schedules.

10. RISK OF LOSS- Risk of loss shall pass to Buyer only at the time goods are delivered to Buyer's plant or warehouse, regardless of mode of transportation, and accepted by Buyer.

11. PACKAGING, LABELING and DOCUMENTATION- All goods are to be packed in suitable containers for protection in shipment and storage. When containers or packaging material is furnished by Buyer, Seller agrees to package materials in quantities and carton sizes as specified by Buyer. Seller will be held responsible for loss or damage of such goods. An itemized packing slip bearing Buyer's order number and quantities shipped must accompany each delivery. Each container must be marked to show Buyer's order number and quantity contained therein. Buyer's count will be accepted as conclusive on shipment not accompanied by packing slip. Where applicable, Seller agrees to provide Buyer with Certificates of Analysis for each lot of material shipped.

12. INSPECTION- Buyer shall have the right to inspect goods prior to shipment. All shipments are subject to Buyer's inspection, count, and approval. Buyer's inspection, or waiver thereof, shall not relieve the Seller from full responsibility for conforming to the requirements of the Purchase Order, nor prejudice any claim, right or privilege Buyer may have due to use of defective or unsatisfactory goods. If upon inspection any goods are found at any time to be non-conforming to the warranties expressly made herein or implied by law, defective in material or workmanship, or otherwise not in conformity with the requirements of this Purchase Order, Buyer, in addition to any other rights it may have, shall have the right to reject and return such goods at Seller's expense. Seller shall not resell goods from damaged shipments. Damaged shipments shall be held by Buyer at Seller's risk and expense. Buyer shall be solely responsible for disposal of damaged shipments at Seller's expense.

13. INSURANCE- Seller shall be responsible for any death, bodily injury, or property damage resulting from Seller's performance of this Purchase Order and hereby represents and warrants that Seller is carrying adequate insurance to cover such liabilities. Seller shall maintain primary and non-contributing Products Liability insurance of not less than \$1,000,000 combined single limit (Bodily Injury and Property Damage) including Buyer as additional insured, with provision for at least 30 days prior written notice to Buyer in the event of cancellation or material reduction of coverage, and upon request, promptly submit satisfactory evidence of such insurance. Unless otherwise specified, all ocean freight, air freight, parcel post, air mail, and express shipments must be insured at invoiced value of goods.

14. ADVANCE MANUFACTURE AND DELIVERY- Seller shall not deliver any material in advance of the delivery date without Buyer's written consent. Buyer reserves the right to return at Seller's cost, all goods delivered in advance of the delivery date. Buyer will not be responsible for cancellation or change to this order for any charges related to any manufacture in advance of a normal flow time necessary to meet the schedules agreed to under this Purchase Order, unless Buyer's written consent to advance manufacture has been obtained.

15. SET-OFF- Buyer shall be entitled at all times to set-off any amount owing from Seller to Buyer or any of its affiliated companies against any amount due or owing to Seller with respect to this Purchase Order.

16. ASSIGNMENT- Seller shall not assign this Purchase Order or any interest, obligation, or duty contained herein, including any payment due or to become due without Buyer's prior written consent.

17. FORCE MAJEURE- Seller agrees any change deemed by Buyer to make it advisable or necessary that this Purchase Order be cancelled or any labor dispute, strike, war, riot, civil disorder, casualty or disaster, by Act of God or public authority which renders it impossible for Buyer to perform this order, shall entitle Buyer to terminate this order by notice to Seller. Seller shall immediately discontinue all work and the placing of all orders for materials, articles and/or equipment in the performance hereof, cancel all of Seller's existing, outstanding orders and terminate all related subcontracts, upon receipt of such notice of termination, and no additional payment shall be due or owing by Buyer to Seller.

18. CANCELLATIONS FOR INSOLVENCY- In the event of any suspension of payment or the institution of any proceedings by or against Buyer or Seller, voluntary or involuntary, in bankruptcy or insolvency or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of Buyer or Seller or in the event of a breach of any of the terms hereof, including warranties of Seller, Buyer or Seller shall be entitled to cancel this contract without affecting any rights of the other party.