TF Companies
Terms and Conditions of Purchase

1. ACCEPTANCE - This Agreement becomes a binding contract, subject to the terms and conditions hereof, when accepted by acknowledgement or commencement of performance. Any provisions contained in any document issued by the Supplier ("Seller") are expressly rejected and if the terms and conditions set forth herein differ from the terms in any document issued by Seller, this document shall be construed as a counter offer and shall not be effective as an acceptance of Seller's document. In ordering and delivery of the Goods, the parties may employ their standard forms; provided, however, that nothing in those forms shall be construed to modify or amend the terms of these terms and conditions. In the event of a conflict between these terms and conditions and either party's standard forms, these terms and conditions shall govern. These terms and conditions may be changed or supplemented only by written agreement between TF Companies ("Purchaser") and Seller.

2. TERMS OF PAYMENT - Unless otherwise stated in the Order, invoices shall be rendered separately for each delivery, cover not more than one order, and include Purchaser's Order Number and any additional information stated within the Order. Failure to submit invoices in accordance with the terms of this Purchase Order will result in a rejected invoice that will require correction and resubmittal. All invoices shall be sent via email to ap@tf-companies.com. Purchaser reserves the right to withhold payment for goods or services not delivered in accordance with the Purchase Order.

Terms of Payment are Net 30 Days from date of Purchaser's accepted delivery of invoiced items or receipt of Seller's invoice, whichever is the later date.

Seller shall have thirty (30) days after the completion of Services or provision of Goods to invoice Purchaser for all amounts due and outstanding under each Purchase Order. In the event Seller fails to invoice Purchaser for all amounts due within such thirty (30) day period, Seller shall waive its right to collect payment from Purchaser for such amount under the applicable Purchase Order.

3. PRICE and EXTRA CHARGES - Unless otherwise specified, price inserted on the face of this Order represent complete cost to Purchaser at point of delivery specified herein and includes every license, fee, patent, royalty, government and municipal tax (except sales taxes which are the responsibility of Purchaser), levy and charge for crating, boxing or cartage.

4. CHANGES - Purchaser shall have the right to make changes in the Order, but no additional charge will be allowed unless authorized in writing by Purchaser. If such changes affect delivery or amount to be paid by Purchaser, Seller shall notify Purchaser immediately and negotiate an adjustment.

5. DELIVERY - Time is of the essence of this Agreement, Purchaser may at its election, by delivery to Seller of written notice of termination, cancel this Agreement or any part hereof if Seller (a) fails to deliver the Goods in whole or in part or perform the Services in accordance with the performance schedule specified in this Agreement, or (b) fails to comply with any of the other provisions of this Agreement and does not cure such failure to comply within a period of ten (l 0) days or such longer period as Purchaser may authorize in writing. In the event of such failure by Seller and whether or not this Agreement shall be cancelled in whole or in part, Purchaser may purchase similar goods elsewhere or secure the manufacture and delivery thereof, or the performance of such Services, in whole or in part, and Seller shall be liable to Purchaser for all loss and damages suffered or incurred by Purchaser and arising out of or resulting from such failure or failures by Seller. Goods shipped to Purchaser in advance of schedule or in excess of quantity designated without prior written consent, may be returned to Seller at Seller's expense. Shipments sent C.O.D. without Purchaser's prior written consent will not be accepted and will be at Seller's risk.

6. DELAYS IN DELIVERY - Seller will not be liable for damages for delays in delivery due to causes beyond its reasonable control. If Seller, however, for any reason does not substantially comply with Purchaser's delivery schedule, Purchaser, at its option, may either approve a revised delivery schedule or may terminate the Order as provided for under Articles 19 and 20 herein.

7. INSPECTION - All articles, materials, and work to be furnished hereunder shall be subject to inspection by Purchaser at any and all times during manufacture of materials or performance of work, and at all places where manufacture or work is carried on. If inspection is made on Seller's premises or on premises of one of Seller's suppliers, Seller shall promptly furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient inspection required by Purchaser's inspectors. Final inspection and acceptance of materials and finished articles will be made after delivery unless otherwise stated, and subject to any guarantee otherwise provided; final inspection shall be conclusive except as regards latent defects, fraud or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of articles, materials, or work shall be made as promptly as practicable, but failure to inspect and accept or reject articles, materials, or work shall not impose liability upon Purchaser for such articles, materials or work as are not in accordance with the drawings and specifications.

8. GUARANTEE/WARRANTY - Seller warrants that all articles, materials and work covered hereby will be of the quality specified or of the best grade of their respective kinds if no quality is specified, will conform to the specifications, drawings, samples or other description furnished by Purchaser, will be of good material and workmanship, free from defect, and suitable for the use and purpose intended or represented. Seller also warrants that

the goods are free from any encumbrances or third-party claims.

In addition to any guarantees otherwise provided or established by law, Seller guarantees all articles and materials furnished and all work performed hereunder against any and all defects in material and workmanship for a period of eighteen (18) months from date of delivery to Purchaser, or twelve (12) months from date of final acceptance by Purchaser of the entire system, whichever shall first occur.

9. RISK OF LOSS - All shipments shall be made F.O.B. Destination, with transportation charges prepaid and included, unless otherwise stated in the Order. Title and risk of loss in transit shall not pass to Purchaser until delivery to Purchaser in accordance with all applicable federal, state, provincial or local laws or regulations, including, without limitations, US Department of Transportation and US Environmental Protection Agency regulations for hazardous substances.

10. MARKING - Seller shall mark each package or shipment with Purchaser's order number and additional requirements specified in the Order, and shall include an itemized packing slip, affixed to the outside of each package, with a copy inside each package. No charges will be allowed for packing, crating, freight, express or cartage unless specified in the Order.

11. NON-CONFORMING GOODS - If at any time within the warranty period, the Purchaser shall determine any item of goods delivered under this order to be unmerchantable, to be structurally, mechanically or otherwise defective, not to be in accordance with the specifications therefore, or not to be fit and suitable for the purpose intended or represented, Purchaser shall promptly notify Seller of such fact and Seller shall perform all modification, adjustment, repair or replacement promptly that may be required, furnishing any parts required therefore, F.O.B. Purchaser's site, together with services of Seller's supervisor and such workmen as shall be required, all at Seller's expense.

It is specifically understood that time is of the essence in modifying, repairing or replacing non-conforming items. To avoid delay of construction and to minimize loss and damage to Purchaser, Purchaser shall be entitled to make modifications, repairs, adjustments or replacements after notifying Seller of the existence of nonconforming items. Modification, repair, or replacement by Purchaser of non-conforming goods shall in no way affect Seller's warranty of the goods.

12. REJECTION - If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of the Order, Purchaser, in addition to any other rights which Purchaser may have under warranties or otherwise, shall have the right to reject and return such goods at Seller's expense, such goods not to be replaced without suitable written authorization from Purchaser.

13. NON-ASSIGNMENT - Seller shall not assign orally, in writing or by operation of law, in whole or in part, to any person, firm, corporation or government agency, its rights, interests or obligation under this Agreement without prior written permission of Purchaser. Purchaser may assign this Agreement without Seller's consent.

14. PATENTS - Seller guarantees and agrees that all machines and devices furnished under this Order are and shall be free and clear of infringement of any valid patent and that Seller will, at its own expense, defend any and all actions or suits alleging such infringement and will save Purchaser harmless in case of any such infringement.

15. PURCHASER'S PROPERTY - Unless otherwise agreed in writing, all tools, equipment or material of every description furnished to Seller by Purchaser or specifically paid for by Purchaser, shall be and remain the property of Purchaser. Seller shall not substitute any property for Purchaser's property and shall not use such property except in filling Purchaser's orders. Such property while in Seller's custody or control shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Purchaser and shall be subject to removal at Purchaser's written request, in which event Seller shall prepare such property for shipment and shall deliver to Purchaser in the same condition as originally received by Seller, reasonable wear and tear excepted.

16. DISCLOSURE - No disclosure, description or other communication of any sort shall be made by Seller to any third person of the fact of Purchaser's procurement of goods or services hereunder, or of the details and characteristics thereof, without Purchaser's prior consent in writing. Anything furnished to Seller by Purchaser pursuant to this Order, including, without limitations, samples, drawings, and materials, shall remain the property of Purchaser, shall be held at Seller's risk and shall be returned upon completion of the work, and no disclosure or reproduction thereof in any form shall be made without Purchaser's prior consent in writing.

Any knowledge or information which the Seller shall have disclosed or may hereafter disclose to the Purchaser in connection with the purchase of the goods or services covered by this Order shall not, unless otherwise specifically agreed upon in writing by Purchaser, be deemed to be confidential or proprietary information, and shall be acquired, free from any restrictions, as part of the consideration of this Order.

17. WORK ON PURCHASER'S PROPERTY - If Seller's work under this Order provides for work to be performed by Seller on property owned and controlled by Purchaser or one of its customers, or on property of others named herein, Seller agrees that its agent or representative, in

performing such services, shall not be deemed to be the agent or employee of Purchaser, and Seller assumes full responsibility for its agent or representative's actions and exclusive liability for any taxes imposed by any Federal, state, or local law regarding the use or employment of the agent or representative. Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work and except to the extent that any such injury is due solely and directly to Purchaser, against all loss which may result in any way from any act or omission of the Seller, its agent, employees, or subcontractors, and Seller shall maintain liability insurance covering same.

Seller shall comply with all applicable governmental regulations and rules of Purchaser's premises, encompassing, without limitation, those relative to environmental quality including safety and fire protection. Seller shall at all times provide all equipment that is to be used in the performance of this Order, except for that equipment specified in this Order as being furnished by Purchaser, including all equipment to ensure the safety of all employees, subcontractors or others under Seller's control or employ.

18 - COMPLIANCE WITH LAWS - Seller warrants that it has complied with all applicable State, Federal and Local laws, rules, codes and regulations covering material, labor and workmanship supplied in this Order or any subcontract entered into hereunder.

These Terms shall be governed by and construed in accordance with the laws of Texas without regard to its conflicts of laws principles.

19. TERMINATION FOR CONVENIENCE OF PURCHASER – Purchaser reserves the right to terminate this Order or any part hereof for its sole convenience upon not less than five (5) days written notice to Seller. If Purchaser so terminates this Order, Seller shall immediately stop all work herein and shall immediately cause its suppliers or subcontractors to cease work. Purchaser shall determine and pay to Seller the percentage of the Order price equal to the percentage of conforming services performed and conforming goods accepted by Purchaser prior to the delivery of Purchaser's termination notice, plus reasonable actual direct out-of-pocket expenses incurred by Seller as a result of the termination (excluding any lost profits) and Purchaser's determination of such sums shall be binding on Seller, absent manifest error.

20. TERMINATION FOR CAUSE – Purchaser may terminate this Order or any part hereof, upon not less than three (3) days prior written notice to Seller, for Seller's default of this Order. Late deliveries of products which are defective or which do not conform to this Order, and Seller's failure to provide Purchaser, upon request, with adequate assurance of satisfactory future performance or any other failure to comply with the terms and conditions hereof shall constitute defaults allowing Purchaser to terminate this Order for cause. If termination occurs, Purchaser shall not be liable to Seller for any amount, and Seller shall be liable to Purchaser for any and all damages sustained by reason of the default, which gave rise to the termination. If Purchaser improperly terminates this Order for Seller's default, such termination shall be deemed a termination for convenience.

21. INDEMNIFICATION - In accepting this Purchase Order, Seller shall indemnify and hold Purchaser harmless, and at the option of the Purchaser shall defend Purchaser, from and against all claims, demands and costs including reasonable legal fees incurred in any manner based upon, occasioned by or attributable to any such damage or injury, including damage or injury due partly to the negligence of Purchaser and partly to the negligence of Seller under this Purchase Order. Seller also agrees to indemnify and hold Purchaser harmless, and at the option of Purchaser shall defend Purchaser from and against any and all claims, demands, and suits which may be made or brought against Purchaser for or on account of injury, disease or death to any employee of Seller or of Seller's vendors or subcontractors.

Additionally, Seller agrees to hold Purchaser harmless against any liability, judgment, damages, loss or expense, including reasonable counsel fees, resulting from any claim or any suit against Purchaser, charging infringement of a United States copyright or patent by any publication or product sold under this Purchase Order or any element of such product. If the product sold hereunder is a material whose composition and ingredients are not disclosed by Seller to Purchaser, then Seller's agreement to hold Purchaser harmless, as stated in the foregoing sentence, shall extend to all uses of such product for which the product is sold by Seller, to all uses for which the product is recommended by Seller to Purchaser, and to all intended uses by Purchaser expressly disclosed to Seller by Purchaser.

22. CONFLICT OF INTEREST - Seller declares that, with respect to the Seller's business, no TF COMPANIES employee, or relative of TF COMPANIES employees:

(a) has any financial interest in, or will derive any direct or indirect benefit from this or any other Purchase Order issued by TF COMPANIES, or

(b) is an employee, officer, director, consultant, or supplier or is in any way involved in any business relationship with the Seller except as an ordinary purchaser in the regular course of the Seller's business.

Should any such interest exist, the Seller must immediately make this fact known to the Purchaser.