

Twin Rivers Technologies, LP
TERMS, CONDITIONS, AND INSTRUCTIONS

1. This order must not be filled, without Buyer's consent, at higher price than last quoted or charged by Seller.
2. On all invoices subject to discount for prompt payment, the discount period shall be calculated, subject to Section 3 and/or 7, from the date invoice is received in Buyer's office or the date of delivery of material or performance of service ordered herein, whichever is later.
3. On goods bought "delivered" or "F.O.B. destination," Seller should prepay freight or other transportation charges. On goods bought "F.O.B. point of origin" or "F.O.B. Seller's plant," on which Sellers prepays freight and invoices Buyer, invoice including transportation charges must be accompanied by a copy of the prepaid freight bill and bill of lading. As an alternative, Seller may show on invoice including transportation charges the weight of shipment, freight rate charged, and name of carrier, and accompany invoice by a copy of the bill of lading only. Buyer may withhold payment of Seller's invoice until date that this condition has been fulfilled and reserves the right to take each discount from the latter date. The "non-recourse" clause on the bill of lading covering the shipment must not be de signed, and any overcharges which may accrue will be for Seller's account.
4. Fire, flood, strikes, lock-out, epidemic, accident, shortage of customarily used transportation equipment (or suitable substitute), or other cause beyond the reasonable control of the parties which prevent Seller from delivering, or Buyer from receiving and/or using any of the items covered by this order, shall operate to suspend deliveries during the period required to remove such cause, subject, however, to Buyer "right of cancellation."
5. By acceptance of this order and in consideration thereof, Seller warrants and agrees that it will defend any suit that may arise against the Buyer or any subsidiary or affiliated company thereof, against any loss, including damages, costs and expenses, including attorneys' fees, which may be incurred by the assertion of any patent rights by other persons. Buyer agrees to hold Seller harmless with respect to liability for infringement of a design patent by reason of making or furnishing to Buyer hereunder any article or articles the ornamental appearance of which was specified by Buyer and not offered by Seller as an option.
6. Buyer has right to cancel the unfulfilled portion of this order upon giving Seller at least five days written notice. If Buyer elects to cancel this order, Buyer shall have the option to take any goods, work or other items included in this order, whether finished, unfinished or in process, upon such terms as Buyer and Seller may then agree.
7. Whether this order and contract refers to manufactured items or to work, Seller warrants and agrees that it has complied and will comply with (1) Fair Labor Standards Act as amended, and (2) Social Security and Workmen's Compensation Laws, if work is done on Buyer's premises, and (3) all other applicable laws, codes, regulations, rules and orders, and (4) Seller warrants that prices set forth in this Order are valid under the provisions of the Robinson-Patman (Price Discrimination) Act and all other pertinent laws, orders, and regulations. Each invoice must bear the following certification "Materials or work covered by this invoice were produced in conformity with the Fair Labor Standards Act as amended." Seller agrees to indemnify Buyer and save Buyer harmless if Seller fails to comply with foregoing, and in the event such failure Buyer may, in addition, cancel this order and contract.
8. Seller agrees to protect, defend, indemnify, and save Buyer harmless from any and all judgments, orders, decrees, awards, costs, expenses, including attorneys' fees, settlements and claims on account of damage to property or personal injury, including death which may be sustained by itself, its employees or Buyer or Buyer's employees or third persons, arising out of or in connection with work done whether such loss, damage, injury, or liability is contributed to by the negligence of Buyer or its employees (except that this indemnity shall not apply to damages, injuries, or the costs incident thereto found to be caused by the sole negligence of Buyer) and Seller further agrees to provide complete and adequate insurance to indemnify itself and Buyer against same; provided, however, that the Seller's obligation to indemnify and save Buyer harmless shall be limited to the amount of Seller's insurance coverage, so long as that coverage includes contractual liability coverage for the liability assumed hereunder and is at least in the amount required by the terms of this Order. This provision shall not be construed in any circumstance to constitute an indemnification contrary to any governing law which shall prohibit indemnification against any loss, liability, or costs or expenses incident thereto caused by the negligence of such indemnities.
9. If this order relates to the purchase of machines or machinery, Buyer shall have the privilege to make or to purchase parts, accessories and supplies for such equipment whenever and wherever Buyer may desire to do so and to make any alterations thereto which Buyer considers desirable provided that such alterations do not involve Seller's patents other than those covering the machine supplied.
10. If this Agreement relates to the purchase of any food, drug, cosmetic, or device, or substance the intended use of which results or may reasonably be expected to result directly or indirectly, in its becoming a component or otherwise affecting the characteristics or any food including any substance intended to use in producing, manufacturing, packing, processing, preparing, treating, packaging, transporting or holding food, Seller hereby guarantees that the article compromising each shipment or other delivery now or hereafter made by Seller to Buyer, as of the date of such shipment or delivery is not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act as amended or within the meaning of applicable State laws or Municipal ordinances in which the definitions or adulteration and misbranding are substantially the same as those contained in the above Act and not an article which may note, under the provisions of section 404 or 505 of the Act, be introduced into interstate commerce: and, that if any such article is a coal-tar color or contains a coal-tar color, that said color was manufactured by Seller and is from a batch certified in accordance with the applicable regulations promulgated under the Federal Food, Drug, and Cosmetic Act as amended or that Seller has in its possession a guarantee to the same effect from the manufacturer of said color.
11. **TOXIC SUBSTANCES – SELLER WARRANTS THAT ALL GOODS COMPLY IN ALL RESPECTS WITH APPLICABLE REQUIREMENTS OF THE TOXIC SUBSTANCES CONTROL ACT AND REGULATIONS THEREUNDER SELLER AGREES TO HOLD BUYER HARMLESS FROM ALL DAMAGES AND LIABILITY RESULTING FROM ANY BREACH OF THIS WARRANTY.**
12. **EQUAL EMPLOYMENT OPPORTUNITY –** Some of the material or services covered by this Order is to be used on a contract with the Federal Government to which the provisions of Section 202 of Executive Order 11246. Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973 apply, and consequently, the provisions of Section 202. Section 402 and Section 503 will become binding upon the vendor upon acceptance of this order. If this order exceeds \$10,000 or applies against a contract exceeding \$10,000 in one year with respect to Sections 202 and 402 and \$2,500 with respect to Section 503. Regulations under the Executive Order of the Vietnam Era, Veterans Readjustment Assistance Act and the Rehabilitation Act may require Seller to develop an affirmative action compliance program to be an employee information report EEO-1 or other reports as prescribed, and to certify that its facilities are not segregated on the basis or race, color, religion, or national origin. (See 41 CFR60.)