

HOOD INDUSTRIES, INC.
GENERAL TERMS AND CONDITIONS FOR ALL PURCHASE ORDERS

1. Acceptance of this Purchase Order (hereinafter "Order") constitutes acceptance of all terms and conditions herein stated, acceptance of all terms and conditions set forth on the face of this Order, and which may be attached hereto. The resulting contract is non-assignable by the Seller unless approved in writing by the Buyer.
2. The quantities, prices, terms, conditions or other specifications of this Order shall not be changed except by the Buyer's written authorization. No agreement or other understanding in any way modifying the contract resulting from the acceptance of this Purchase Order will be binding upon the Buyer unless in writing and signed by Buyer's authorized representative.
3. All material furnished against this Order is subject to final inspection and approval at destination by Buyer within a reasonable time after delivery. If material does not meet specifications and is rejected by Buyer, any or all of such material will be returned at Seller's expense. No goods returned as defective shall be replaced unless authorized by Buyer. Payment for material on this Order prior to inspection shall not constitute an acceptance thereof.
4. Shipment must be effected within the time stated on this Order. If shipment is not received within the time stated on the Order, Buyer reserves the right to cancel this Order and purchase elsewhere charging Seller for any resulting increase in the cost of the replacement goods and/or services. Buyer will have no liability for payment for goods or services delivered to Buyer which are in excess of quantities specified on the Order.
5. If the price is not shown on this Order, it is agreed that the material shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
6. All materials shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure the lowest transportation cost. Damage to any material due to improper packing will be charged to Seller.
7. All materials must be forwarded by route designated by Buyer unless such material is purchased f.o.b. destination. If route is not specified, Seller shall ship by the lowest classification and rate available.
8. All materials and/or services furnished against this Order will be produced and sold in full compliance with all applicable Federal, State/Provincial and Local laws and regulations.
9. Buyer may cancel or postpone this Order in whole or in part in the event of the happening of any of the following: shutdown at any of Buyer's plants due or attributed to strikes, floods, riots, accidents to machinery, or other causes beyond its control; Insolvency of the Seller; the filing of a voluntary or involuntary petition in bankruptcy by the Seller; the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution of the Seller of an assignment for the benefit of creditors.
10. Seller expressly warrants with respect to all goods supplied hereunder that good and marketable title, free and clear of all liens and encumbrances, is transferred to Buyer and that the goods are first quality, conform to all applicable specifications and samples and are free from all defects in design, material and workmanship and will be fit and sufficient for the purpose intended. Seller expressly warrants with respect to all services performed hereunder that performance is good and workmanlike in accordance with sound generally accepted practices, involves no unreasonable risk of injury or damage, conforms to all applicable specifications and is without fault and free from all material defects, errors and omissions.
11. The provisions of Executive Order 11246, as amended, and particularly Subpart B. 202, Paragraph 1 through 7; the Rehabilitation Act of 1973; and the Vietnam Era Veterans' Readjustment Act of 1974 are hereby incorporated, including the applicable Rules and Regulations (41 CFR 60-2, 41 CFR 60-250, and 41 CFR-741) issued pursuant thereto. The Seller represents by acceptance of this Purchase Order that it will comply with such Executive Order and Rules, Regulations, and Amendments thereto, to the extent the same are applicable to the sale of goods or services hereunder.
12. Seller agrees to indemnify and protect buyer against all liabilities, claims, or demands for injuries or damages to any person or property growing out of Seller's performance of this Order.
13. Buyer shall be entitled to set-off amounts due from Seller to Buyer or to any of Buyer's affiliated companies against any amount payable by Buyer in connection with this Order.
14. Seller warrants that neither the goods or processes supplied hereunder nor the use to which the same are to be put (according to Buyer's stated purpose set forth herein or such uses as are inherent in the goods) infringe upon any patent or patent right, or any trademark, copyright or trade secret or another proprietary intellectual property right of any third party. By accepting this Order, Seller agrees to defend, protect and save harmless Buyer, its successors, assigns, customers and users of its products, against all suits at law or in equity and from all damages, claims and demands, for actual or alleged infringement of any Patent or Copyright by reason of the sale or use of the material hereby ordered. Seller shall indemnify Buyer against all losses, liability, costs and attorneys' fees which may arise out of or in connection with the alleged infringement of any such patent or patent right, or any trademark, copyright, trade secret or other proprietary intellectual property right. Buyer shall provide Seller prompt notice of any suit against Buyer based on such claim of infringement and shall permit Seller, at Seller's option and sole expense, to take over Buyer's defense of such suit. If Buyer should be enjoined or interfered with in the use of any goods supplied hereunder, Seller shall, at its option and sole expense, promptly either furnish Buyer a paid up license to continue using such goods or furnish and install replacement goods satisfactory to Buyer.
15. Seller, on behalf of itself, its employees and agents, agrees that any ideas, concepts or information concerning Buyer, its operations, processes or products of which Seller becomes aware in connection with this Order (collectively "Information") shall be kept in confidence by Seller and shall be neither disclosed nor used except as is necessary for proper performance of this Order, unless and until any such information shall otherwise become available to the public or its disclosure or use by Seller is authorized by Buyer in writing. Seller may disclose information to third parties to the extent required for proper performance of this Order, but only under the same obligations relating to ownership, disclosure and use undertaken by Seller herein. All information which Seller creates through or in connection with performance of this Order, if this Order specifically includes creative or developmental tasks, and all information which Sellers acquires shall be and remain the property of Buyer and shall be made available to Buyer at all reasonable times, and Seller shall communicate with Buyer, promptly and without request, all information pertinent to this Order as performance progresses.
16. Seller warrants that each and every chemical substances constituting or contained in the Product is not on the list of prohibited chemical substances published by the Administrator of the United States Environmental Protection Agency ("EPA") pursuant to the Toxic Substances Control Act ("TSCA") and is otherwise in compliance with TSCA. Any materials required by this Order that are hazardous under federal, state or local statute, ordinance, regulation or agency order will be packaged, labeled, marked and shipped by Seller to comply with all federal, state and local regulations, including but not limited to, the provisions of the Hazardous Materials Transportation Act and regulations promulgated thereunder, and will further comply with any special requirements and any policies and procedures of Buyer relating to the purchase of hazardous materials as might be noted on this Order or otherwise communicated to Seller. Material Safety Data Sheets ("MSDS") shall be provided by Seller upon delivery of any goods for which an MSDS is required by Law or is required by Buyer.
17. The laws of the state of Buyer's corporate office shall govern all matters relating to this Order.
18. If the Order involves performance or work on Buyer's premises, then Buyer's contractor, safety manuals and procedure documents are made a part of this Order and are hereby incorporated herein by reference and Seller agrees to be bound by all terms and conditions contained therein and agrees to execute the same.
19. Where material is exported, the Seller will reimburse the Buyer for any costs associated with invalid customs documentation, including additional duties paid and applicable interest and penalties.
20. Both parties to this agreement agree and represent to the other that no party or employee of either buyer or seller shall hold any interest in the other party. Neither party shall provide remuneration to the other party except as specifically provided in the agreement.