

## PURCHASE ORDER TERMS & CONDITIONS

1. ACCEPTANCE- of this order must be without qualification. Platypus Technologies, LLC (hereinafter referred to as "Purchaser") shall not be bound by any terms and conditions not appearing hereon and shipment by Seller of the material ordered shall constitute a waiver by Seller of all terms and conditions contained in any acceptance form of any other communications which are inconsistent with the terms and conditions set forth on this order unless specifically agreed to in writing by Purchaser.
2. PRICE-If no price is stated on this order, material must not be furnished at a price higher than last paid Seller by Purchaser for comparable material without prior notice and written acceptance by Purchaser of such increased price. Seller further represents to the best of its knowledge, information, and belief that the prices charged for items covered by this order are not in excess of or less than prices permitted by any applicable Federal, State and Local law or regulation. Seller agrees to refund any amount paid by Purchaser in excess of lawful amounts.
3. CHANGES-No changes in or additions to this order or the terms thereof shall be binding upon Purchaser unless approved by Purchaser in writing.
4. CHANGES-MATERIALS-Seller acknowledges that certain material(s) purchased hereunder may be incorporated into products by the Purchaser. Seller agrees to notify Purchaser of any proposed change(s) to be made to any such material(s). Such notification shall be made in sufficient detail to allow Purchaser to determine the impact of such change(s) if any, upon its completed products.
5. PACKING-Seller shall be responsible for safe packing, which must conform to the requirements of carrier's tariffs. Seller shall separately number all cases, packages etc., showing the corresponding numbers on the invoices. All itemized packing slips, bearing the Purchase Order number, must be placed in each container. No extra charge shall be made for packaging materials unless authority is expressly incorporated in this order
6. RISK OF LOSS AND INSPECTIONS-Risk of loss or damage to the Articles shall be on Seller until said Articles have been delivered to and accepted by Purchaser, notwithstanding any other terms contained herein. Materials delivered under this order shall be subject to inspection and test by Purchaser. All or any part of the materials delivered under this order may be held for or returned to Seller at his expense for storage, transportation and insurance if found within a reasonable time from the date of their opening to be defective or not in accordance with the order, including specifications provided therein and/or Seller's express or implied warranties or representations. Acceptance of all or part of the goods, use thereof and/or payment therefore or failure to notify Seller promptly shall not waive or affect Purchaser's right to cancel or return all or part of the goods, or to recover damages, or to recover upon Seller's warranties or agreements of indemnity.
7. SHIPPING INSTRUCTIONS-All goods must be shipped in accordance with shipping instructions stated on the face hereof or otherwise specified by Purchaser and, where freight is to be paid by Purchaser, at the most advantageous rate. Freight charges shall be paid by Seller unless Purchaser's order specifies otherwise. No extra expense sustained due to failure to comply with these instructions shall be the Purchaser's responsibility.
8. INVOICES AND DISCOUNTS-Invoices shall (a) be rendered for each delivery in duplicate with a bill of lading attached; (b) postmarked on the date appearing on the invoice; (c) cover no more than one order; (d) be rendered with order number indicated thereon. Invoices lacking terms will be discounted on a 1%-10 day basis. The discount period will be calculated from the date on which Seller will have complied with all requirements of this order and Purchaser has received an invoice in good order.
9. DELIVERY: NOTICE OF LABOR DISPUTES-Time is and shall remain of the essence in this order; and no acts of Purchaser, including without limitation, modification of this order or acceptance of late deliveries shall constitute waiver of this provision. Purchaser reserves the right to refuse or return at Seller's risk and expense shipments made in excess of Purchaser's orders or in advance of required schedules, or to defer payment of advanced deliveries until



scheduled delivery dates. Seller shall notify Purchaser immediately of any actual or potential labor dispute which is delaying or threatens to delay the time and performance of this order.

10. PATENTS-Seller warrants that the goods sold hereunder, and the use of such goods where a representation of suitability for such use, express or implied, has been made, do not infringe any United States letters patent; and where Seller knows or has reason to believe that the goods will be resold or used in any foreign country, do not infringe any letters patent of such country. Seller further agrees to indemnify and save Purchaser harmless from and against any and all liability for such infringement, including damages, cost and expenses arising from any suit against Purchaser alleging such infringement, provided Purchaser gives Seller prompt notice in writing of the institution of any such suit and permits Seller, if it so elects, to enter and defend, settle or otherwise terminate such suit.

11. TRADEMARKS-Purchaser warrants that all of the trademarks Purchaser requests Seller to affix to the Articles purchased are those owned by Purchaser or has the right to use the same, and it is understood Seller shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any Articles produced for itself or anyone other than Purchaser.

12. ASSIGNMENT OR ADVERTISING-Seller shall not, without first obtaining written consent of the Purchaser, in any manner, assign or subcontract all or any part of this purchase order, or advertise or publish (including denial or confirmation thereof) the fact that Seller has contracted to furnish to Purchaser the materials herein ordered.

13. WARRANTY-In accepting this order, Seller warrants that the articles to be shipped herein are free from defects in materials, workmanship and fabrication and that all merchandise delivered shall be of quality, quantity, size, description and dimension specified and strictly in accordance with Purchaser's specifications, drawings and approved samples, if any, and suitable for the purpose(s) designated. These warranties shall survive acceptance and payment and shall run to Purchaser, his successors, assigns, customers, and the users of its products and shall be deemed to be exclusive.

14. INDEPENDENT CONTRACTORS-The Seller shall perform hereunder as an independent contractor and not as an employee or agent of the Purchaser.

15. INDEMNITY AND INSURANCE-(a) Seller shall defend, indemnify and hold harmless Purchaser, its affiliates, distributors, sales agents, employees, customers and end users of the purchased Articles (the "Indemnified Parties"), from and against any and all claims, suits, demands, losses, costs, expenses and liabilities (including reasonable attorneys' fees and litigation expenses) arising from or related to alleged property damage, personal injuries or death allegedly arising out of or related to the purchase and/or use of the Articles purchased hereunder and/or arising out of Seller's (or its subcontractor's) work or performance hereunder. Seller shall procure and maintain liability insurance (including without limitation products and completed operations coverage), with minimum limits of \$2,000,000 per occurrence, or with such higher limits as Purchaser shall reasonably request. Seller shall on or before delivery of the Articles purchased hereunder, furnish to Purchaser a Certificate of insurance evidencing the foregoing coverage's and limits and naming Purchaser as an additional insured. Seller shall maintain such coverage, and shall provide to Purchaser such Certificate naming Purchaser as an additional insured, for so long as Purchaser shall reasonably request. (b) Seller shall defend, indemnify and hold harmless the Indemnified Parties from the assessment by any third party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely deliver the Articles purchased hereunder; (c) Seller shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all damages, charges, expenses, costs (including reasonable attorneys' fees and litigation expense) and losses (including the cost of any Articles lost by libel, condemnation or voluntary recall) arising from or related to actions and proceedings brought by the United States of America or any state, local or foreign government or any agency or instrumentality thereof against the Indemnified Parties or against any such Articles by reason of any claim or findings by said public authority that any such Articles are not as herein guaranteed and warranted.



16. CHANGES-SPECIFICATIONS-Purchaser shall have the right by written order, without notice, to make changes from time to time in the work to be performed on the materials to be furnished by Seller hereunder. If such changes cause an increase or decrease in the amount due under this order or in the time required for its performance, an equitable adjustment shall be made and the order shall be modified accordingly. Any claim for adjustment must be asserted in writing within thirty (30) days from the date the change is ordered. Nothing contained in this clause shall relieve Seller from proceeding without delay in the performance of the order as changed.

17. CONTINGENCIES-Neither party hereto shall be liable to the other for default or delay in delivering or accepting goods hereunder if, such default or delay is caused by fire, strike, riot, act of God, delay of carriers, governmental order or regulation, complete or partial shutdown of plant by reason of inability to obtain sufficient raw materials or power and/or any other similar or different contingencies beyond the reasonable control of the respective parties.

18. DEFAULT-BANKRUPTCY-CANCELLATION-Purchaser may cancel this order in whole or in part at any time by written or electronic notice whenever Seller shall default in performance or shall so fail to make progress in the work as to endanger the performance, except that the Purchase Order shall not be terminated for such default where the default is due to cause beyond the cause of Seller and without its default or negligence, in the event of any proceedings, voluntary or involuntary, in bankruptcy or solvency, by or against Seller including any proceeding under the Chandler Act, or in the event of the appointment with or without the Seller's consent of an assignee for the benefit of creditors or of a receiver, then Purchaser may, at its option, cancel this order for default and hold Seller accountable for any additional damages incurred by Purchaser.

19. TOOLS AND MATERIALS-In consideration of Purchaser entering into this order, title to all designs, sketches, drawings, programs, blueprints, patterns, dies, models, molds, tools, plates, cuts, special appliances, materials and all improvements thereto, furnished to Seller by Purchaser and/or created or developed by Seller for Purchaser in connection with or as a result of this order, shall belong to Purchaser. They shall be recorded and identified as property of Purchaser and retained by Seller on consignment, subject to commission by Purchaser. They shall be at Seller's risk and shall be replaced by Seller if lost, damaged or destroyed. They shall be maintained in good condition at Seller's expense and kept insured by Seller with loss payable to Purchaser. Such facilities shall be used exclusively in the production for Purchaser of articles required by the order and shall not be used for production or larger quantities than those specified herein, or in the production, manufacture or design of any articles for any person without prior written consent of Purchaser. Such facilities shall be subject to disposition of Purchaser at any and all times. Upon demand, they shall be returned to Purchaser, including any unused materials furnished by Purchaser and all spoiled or defective materials or products which contain any secret or patented device unless Purchaser shall otherwise direct. However, nothing in this paragraph shall be construed as imposing any obligation on Purchaser to furnish any such facilities to Seller.

20. TAXES-Seller agrees to be responsible for any Federal, State or Local excise or gross receipts taxes, personal property taxes, customs duties or levies and any foreign taxes which may be imposed on articles, supplies or services ordered hereunder by reason of their sale, delivery to or subsequent payment by the Purchaser. Seller represents that any Federal, State or Local (jurisdiction) sales/use taxes which are charged on the items ordered herein will be promptly remitted to the designated jurisdiction and that Seller is authorized and properly registered with the jurisdiction taxing authorities to collect and remit said taxes. In the event that Seller has an obligation to collect said sales/use taxes, fails to do so and is subsequently assessed by a taxing authority or agency, Seller waives all rights to seek contribution for any interest or penalty charged. Further, Seller shall not have the right to seek contribution for any sales/use taxes assessed on items sold to Purchaser to the extent that Purchaser has either previously self-assessed or paid said taxes itself or Purchaser's Statute of Limitations with respect to the jurisdiction has expired.

21. CONFIDENTIAL RELATIONSHIP-Seller agrees to treat as strictly secret and confidential all specifications, programs, drawings, blueprints, nomenclature, samples, models and other information supplied to him by Purchaser.

22. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS-The Seller guarantees that no article shipped pursuant to this order is or shall be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or



is an article which may not be introduced into interstate commerce. Seller further guarantees that no article shipped pursuant to this order is or shall be produced in violation of any provisions of the Fair Labor Standards Act. Seller also guarantees full compliance with all applicable provisions of any other Federal and all State and Local laws and agrees to hold Purchaser harmless from all liability resulting from failure of such compliance.

23. TITLE-Title to material to be delivered hereunder shall not pass until the materials reach the receiving point indicated and are accepted.

24. CANCELLATION-Purchaser shall have the right upon notice to Seller to cancel this order or any unfilled portion thereto without any liability other than to make payment for that portion of the order which has been delivered and finally accepted.

25. EQUAL OPPORTUNITY-(This clause is applicable except to the extent that the Purchase Order is exempt from any of the requirements set out below pursuant to the rules and regulations published at 41 C.F.R. Sec.60-1.5, 41 C.F.R. Sec. 60-250.3, and Sec. 60-741-4)-The purpose of this clause is to obtain a commitment from Seller that will perform fully its obligation (i) to assist in achieving equal opportunity for all qualified persons employed by or seeking employment with Government contractors and subcontractors without regard to race, color, religion, sex, or national origin, (ii) to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (iii) to take affirmative action to employ and advance in employment qualified disabled individuals. Written Affirmative Action Compliance Program, Standard Form 100 and Non-Segregated Facilities- The purpose is to notify Seller of equal employment opportunity/affirmative action obligations that may arise as a result of the Purchase Order. These obligations arise, respectively, from Executive Order 11246 (as amended) of September 24, 1965, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, the Small Business Act of 1958 (as amended) and Executive Order 11625 of October 13, 1971. Accordingly, the clauses set forth at 41 C.F.R. Sec. 60-1, et seq.; Sec. 60-250.5(a); and 41 C.F.R. Sec. 60-741.5 and 60-741.40 are all incorporated herein by reference as if they were set out in full. Where used therein the terms "contractor" and "contract" shall mean "Seller" and "Purchase Order" respectively. Seller shall include the Equal Opportunity Clause in every subcontract or Purchase Order unless exempted by the rules and regulations set forth in the first sentence of this clause.

26. GOVERNING LAW-The contract resulting from the acceptance of this order shall be interpreted according to the laws of the State of Wisconsin.

27. DAMAGES-Purchaser's liability for breach of this Agreement shall not exceed the difference between the resale prices of any materials or work in process, sold in good faith and in a commercially reasonable manner and the contract price for such materials or work in process, less expenses and costs saved in consequence of Purchaser's breach. Purchaser shall not be liable for any indirect, incidental, special or consequential damages. Seller's remedies contained herein are not optional, but shall be Seller's exclusive remedies.

28. WAIVER-No waiver of any of the provisions contained in this order shall be valid unless made in writing and executed by both parties. No charges beyond the contract price herein specified will be allowed except with Purchaser's written consent. Failure of Purchaser to insist upon strict performance shall not constitute a waiver of any of the provisions of this order or waiver of any other default.

29. INSPECTION – Purchaser may, at reasonable intervals, audit the Seller's quality program for conformance to the applicable requirements of the Quality System Regulation (QSR) and to the intent of ISO 9000 Quality Management System Standards (ANSI/ASQ Q9000) or the Purchaser's quality assurance specification for suppliers.

30. These TERMS AND CONDITIONS may be superseded only in the event of the existence of a written contract, separate from this document, between Purchaser and the Seller.

