



INTERNATIONAL GRAND INVESTMENT CORPORATION

TERMS AND CONDITIONS

Except as otherwise provided on the face of this Purchase Order or Supply Contract (the "Order") which is attached hereto, the parties agree to the following provisions:

1. Buyer. "Buyer" means International Grand Investment Corporation (IGIC) and its subsidiaries and affiliated Companies. The term "Goods" means all work, items, merchandise, materials, products, equipment, supplies, drawings, data and all services including design, delivery, installation, inspection, testing and expediting, described in, covered by, supplied or required in reference to this Order, regardless of type.

2. Acceptance and Modification. An Order can be accepted only upon the provisions expressed herein and may not be modified, amended or waived except in writing by Buyer's duly authorized representative. Suppliers' quotation is incorporated in and made a part of this Order only to the extent of specifying the nature and description of the Goods ordered, and then only to the extent that such items are consistent with the other terms of this Order. No other terms or conditions shall be binding on Buyer unless accepted by it in writing. Commencing performance or making deliveries hereunder or any acknowledgement thereof by Supplier, notwithstanding any proposals or terms and conditions additional to or different from those contained herein, shall be deemed an acceptance hereof and Buyer shall only be bound by the terms and conditions of this Order. Any of Supplier's quotations referenced by this Order are only intended as a matter of convenience to Supplier, and the terms and conditions of said quotation are expressly excluded from becoming a part of this Order.

3. Changes. Buyer shall have the right to make changes in this Order, including, but not limited to, changing Buyer's drawings and specifications upon which this Order is based. No modification, alteration or amendment to this Order shall be effective unless a written change order is signed by Buyer. Buyer shall not be obligated to pay for changes not authorized in a change order signed by Buyer. Changes shall be priced as specified in the change order executed by Buyer and Supplier. If Supplier does not execute a change order, the price shall be equitably adjusted to account for the change.

4. Compliance with Law. Supplier will comply with all applicable statutes, rules and regulations of Federal, State and local governments. All goods supplied and services performed hereunder shall be in compliance with all applicable statutes, rules and regulations of Federal, State and local governments including, without limitation, all requirements of the Fair Labor Standards Act of 1938, as amended. **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected**



veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability, are incorporated by reference in this Order or Supply Contract. By accepting this Order, Supplier certifies that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8. Supplier warrants that all goods furnished under this purchase order will comply with all applicable safety and health standards (including ANSI, ASTM, API) as well as all standards or regulations promulgated by any state or federal agency with jurisdiction over safety or health matters. All regulations required to be incorporated in agreements of this character are hereby incorporated herein by this reference. Supplier shall hold Buyer harmless from all fines, costs of compliance or any other costs incurred from Supplier's noncompliance with its obligations and warranties contained in this Order.

5. Set-Off Rights and Backcharges. Buyer shall be entitled to set-off amounts due from Supplier to Buyer or to any of Buyer's affiliated companies against any amount payable by Buyer in connection with this Order. Should a default in the Goods or a work-in-process be discovered, then Buyer will advise Supplier in writing and request Supplier to remedy the fault. Should Supplier fail to remedy the fault within a reasonable period of time, then Buyer reserves the right to make the necessary corrections and to backcharge the actual cost to Supplier.

6. Delivery/Title. Unless otherwise agreed, delivery shall be F.O.B destination point and title shall pass to Buyer upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by Buyer shall be the responsibility of the Seller. Unless otherwise expressly agreed in writing by Buyer, the terms of delivery of goods or performance of services hereunder must be in strict conformity with this Order. Time is of the essence of this Order.

7. Pricing. The price specified herein shall, unless otherwise expressly stated, include all (i) taxes and duties imposed by any governmental authority, which either Buyer or Supplier is required to pay with respect to the production, sale or shipment of the Goods and (ii) all charges for packing, loading and shipment. If, pursuant to the Purchase Order, transportation charges are to be separately paid or charged, only actual transportation costs shall be included. Payment will be made in accordance with the applicable provisions of the Order. The time for payment of invoices, or for accepting any prompt payment discounts, shall run only from the date correct invoices are furnished to Buyer.



8. Invoices. Invoices shall be emailed unless otherwise specified, and shall contain the following information: (i) order number, item number, Buyer's stock number, description of supplies or services, sizes, quantities, unit prices and extended totals; (ii) bill of lading number and weight of shipment for shipments shipped F.O.B. shipping point. All invoices must be issued in the same unit of measure as shown on the order.

9. Force Majeure. Delay in performance or failure to perform hereunder shall be excused to the extent caused by act of God, labor trouble, fire, act of governmental authority, failure of transportation or supplies, accident or any other cause (other than economic conditions or increases in cost of performance) beyond the reasonable control of the party claiming such excuse and not the result of its failure to exercise due diligence. Delay in performance or failure to perform hereunder shall not be excused if caused by either party's inability to accurately process data based on correct date data input from external systems. The party claiming such excuse shall use all reasonable efforts to remove the cause thereof, and shall give written notice to the other party within ten days after occurrence of the event giving rise to the claim specifying in detail the cause of the delay or inability to perform; and its best estimate of the expected delay period.

10. Warranty. Supplier expressly warrants with respect to all Goods supplied hereunder that they are provided with good and marketable title, free and clear of all liens and encumbrances, and 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. Supplier 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. In the event of failure to comply with any express or implied warranty by any goods supplied hereunder within a period of eighteen months after delivery or twelve months after acceptance, whichever period expires first, or by any services performed hereunder within a period of one year after final completion, Buyer may give Supplier prompt notice thereof, and Supplier shall, at its sole expense, promptly repair or replace all noncomplying Goods and effect all necessary corrective work. Buyer may accept or reject any tender of performance hereunder which does not comply with all express and implied warranties. In addition, Supplier hereby assigns and transfers to Buyer the benefits of all warranties given to Supplier by persons from whom Supplier purchased any materials or components used in the Goods or work. Supplier's warranty with respect to corrected or replaced goods or services (or components thereof) shall be the same as that given for the original Goods or services.

11. Indemnity. Supplier shall defend, indemnify and hold harmless Buyer, its successors, assigns, customers and users of its products, against any and all claims, demands,



suits, damages, liabilities, judgments or expenses (including, without limitation, attorneys' fees incurred in defending any claim) which may arise out of or in connection with: (i) death or injury or damage to any property alleged to have resulted from the Goods; (ii) any act or omission of Supplier, including Supplier's performance or non-performance of this Order; (iii) Supplier's breach of any warranty; (iv) any claim that the manufacture, sale or use of the Product infringes upon any patent or patent right, or any trademark, copyright, trade secret or other proprietary intellectual property right; or (v) any other breach of Supplier's obligations hereunder, whether or not such claim or suit is based upon contract, warranty, strict liability in tort, negligence or other legal theory. If requested by Buyer, Supplier will, at its own cost and expense, defend any and all such actions.

12. Intellectual Property. Supplier warrants that neither the Goods or processes supplied hereunder nor the use of 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, trade secret or other proprietary intellectual property right of any third party. Supplier 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 Supplier prompt notice of any suit against Buyer based on such claim of infringement and shall permit Supplier, at Supplier'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, Supplier 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.

13. Confidentiality. Supplier, on behalf of itself, its employees and agents, agrees that any ideas, concepts or information concerning Buyer, its operations, processes or products of which Supplier becomes aware in connection with this Order (collectively "Information") shall be kept in confidence by Supplier 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 (through no fault of Supplier) or its disclosure or use by Supplier is authorized by Buyer in writing. Supplier 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 Supplier herein. All Information which Supplier creates through or in connection with performance of this Order, if this Order specifically includes creative or developmental tasks, and all Information which Supplier acquires shall be and remain the property of Buyer and shall be made available to Buyer at all reasonable times, and Supplier shall communicate with Buyer, promptly and without request, all Information pertinent to this Order as performance progresses.



14. Safety. If the goods supplied hereunder or the services performed hereunder involve any risk of injury or death to persons or damage to property, Supplier shall provide Buyer with a written description of the nature and extent of such risk, including, a description of all precautions which are necessary to insure that the goods are used in a safe manner. Supplier warrants that each and every chemical substance 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 (PL 94-469) (“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 Supplier 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 Supplier. Material Safety Data Sheets (“MSDS”) shall be provided by Supplier at or before the time of delivery of any goods for which an MSDS is required by Law or is requested by Buyer. Supplier further warrants with respect to the Product that (i) Supplier has made all required chemical premanufacture or significant new use notifications to EPA specified by TSCA at 15 USC §§ 2601-2671; (ii) all chemical substances, mixtures, or significant new uses for chemical substances or mixtures are properly registered with the EPA and are present on the EPA Chemical Inventory maintained pursuant to 15 USC § 2607(b); and (iii) the Product is in compliance with the labeling requirements for ozone depleting substances imposed by Section 611 of the Federal Clean Air Act, 42 USC § 767(j).

15. Termination Without Cause. Buyer may terminate this Order at any time and without cause, in accordance with this paragraph, by giving written notice to Supplier. In such event, Buyer shall pay to Supplier, upon presentation of properly supported and itemized invoices, all reasonable actual costs and expenses incurred by Supplier prior to termination and not previously paid, which costs shall include direct labor costs, the cost of any material supplied hereunder, and the cost of purchased materials and components applicable hereto, including such termination charges as may be contractually imposed on Supplier by Supplier’s suppliers or subcontractors, provided that Supplier shall use all reasonable efforts to minimize or offset such costs, including without limitation making beneficial use of the Goods or any part thereof, with Buyer’s prior written consent, and not charging Buyer therefor. No payment shall be owing to Supplier with respect to Goods not shipped which are Supplier’s standard stock. In no event shall the amount payable hereunder exceed provable damages directly resulting and caused by Buyer’s termination. Termination under this paragraph shall not affect any other rights Buyer may have.

16. Termination for Cause. Buyer may cancel or suspend all or, from time to time, any undelivered or unexecuted portion of this order for cause, if Supplier fails to make any



delivery or to perform any work as scheduled; if Supplier breaches any of the terms hereof; or in the event of any actual or impending bankruptcy or insolvency proceedings by or against Supplier. Cancellation or suspension shall be in addition to, and not in lieu of, Buyer's other remedies under applicable law.

17. Assignment; Subcontracting. Supplier may neither assign this Order or any part hereof, nor delegate performance hereunder without Buyer's prior written consent and any attempted assignment or delegation without such consent shall be null and void. Supplier shall insert in any subcontract under which all or part of the Work will be performed, provisions causing subcontractor to be bound to Supplier by the terms of this Order and to assume toward Supplier all of the obligations and responsibilities that Supplier assumes toward Buyer under this Order.

18. Governing Law. The laws (except as to choice of law) of the state of Buyer's location to which goods are supplied or at which services are performed hereunder shall govern all matters relating to this Order. It is agreed that the United Nations Convention on the International Sale of Goods shall not apply to this Order.

19. On-Site Work Addendum. IF THIS ORDER INVOLVES PERFORMANCE OF WORK ON BUYER'S PREMISES, THE ON-SITE WORK ADDENDUM TO IGIC AND ITS SUBSIDIARIES AND AFFILIATED COMPANIES PURCHASE ORDER IS A PART OF THIS ORDER AND IS HEREBY INCORPORATED HEREIN BY REFERENCE.

20. Complete Agreement This Order (and if the order is a Supply Contract, such Supply Contract), and, if applicable, the On-Site Work Addendum, constitutes the entire agreement of the parties with respect to the Goods or services covered by this Order, and supercede any prior oral or written agreement relating thereto.