

## GENERAL TERMS AND CONDITIONS OF PURCHASE

1. **DEFINITIONS:** (1) "Seller" means a person or organization with whom Streck, Inc., (Streck) has contracted for the purchase of material, equipment, items or services (hereinafter "items") and (2) "Buyer" means Streck, its subsidiaries and affiliates.

2. **ACCEPTANCE:** Unless otherwise noted on this purchase order, this purchase order is deemed to be "accepted" by (1) written acknowledgement of this order confirming prices and delivery or (2) shipment of any part of the items ordered by Buyer. By accepting this order, Seller agrees to all of the terms and conditions (hereinafter "terms") hereof. These terms can be varied only by a writing signed by Buyer.

3. **INCORPORATION INTO AGREEMENTS:** This purchase order is limited to the terms and conditions specified on the face of this purchase order, this document, any attachments, and any written agreement between Seller and Buyer. In the event of any conflict between the terms of this purchase order and terms of any such written agreement, the terms of the written agreement between Seller and Buyer shall govern and control. Any other statement or writing of Seller shall not alter, add to, or otherwise affect these terms.

4. **PRICE:** Buyer shall not be billed at prices higher than stated on this order unless authorized by a Purchase Order Change Notice issued and signed by Buyer. Seller represents the price charged for the items covered by this order is the lowest price charged by the Seller to buyers of class similar to Buyer under conditions similar to those specified in this order and that prices comply with applicable government regulations in effect at the time of quotation, sale or delivery. Seller agrees that any price reduction made to others within such class in items covered by this order subsequent to this order will be applicable to this order. Except as may be otherwise provided, this contract price includes all applicable direct, federal, state and local taxes in effect on the contract date.

The cash discount period available to Buyer shall commence on the date of receipt of the merchandise or on the date of the receipt of the invoice, whichever may be later.

5. **WARRANTY:** Seller represents and warrants that all items it manufactures for Buyer shall meet all product specifications; be of good and merchantable quality and fit for their intended use during their dating period; and have been manufactured and sold in compliance with all applicable state and federal laws.

6. **CHANGES:** Additions, deletions, or changes to any order except by the authorized Buyer are not acceptable and are provided at Seller's risk and may be returned at Seller's expense.

7. **PACKING AND SHIPPING:** All items furnished by Seller shall be packaged in containers that conform to all shipping regulations. No items shall be repackaged from original containers or relabeled or contain any effacement reducing its value without the Buyer's express written consent; and Seller shall indemnify and hold Buyer harmless from any and all damages or claims resulting from any such actions with or without Buyer's consent.

Seller shall present to Buyer a packing slip with proper certification (if applicable) upon delivery of items. Information to be contained on these documents shall include, but is not limited to, date of shipment, description of items, quantities shipped, purchase order number, item number and Buyer part number (if applicable).

Buyer reserves the right to require a performance bond from Seller at no additional cost to Buyer. Seller also agrees to and shall provide required Material Safety Data Sheets as required by federal, state or local law and Certificates of Analysis for all chemical items.

8. **SHIPMENT OR DELIVERY:** Seller shall furnish only those brands specified in its proposal or in subsequent contract addenda and shall not be allowed to furnish alternate or substitute brands to Buyer without receiving prior written approval of buyer. All risk of

damage to, or loss of, items shall be assumed by Seller until deliveries are made to, and accepted by, Buyer. Seller shall, on or before delivery of such items, furnish to Buyer a certificate of insurance evidencing contractual liability and product liability coverage with minimum limits of \$1,000,000. The insurance shall not be cancelled or changed without providing Buyer with 30 days prior written notice.

Buyer reserves the right to accept or reject any item where the quantity shipped exceeds the purchase order line quantity by more than 10%. Excess quantities are provided at Seller's risk and may be returned at Seller's expense.

9. **REJECTION:** In the event of Seller's failure to deliver as and when and where specified, Buyer reserves the right to cancel this order or any part thereof without prejudice to its other rights, and Seller agrees that Buyer may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to deliver.

10. **TERMINATION:** Buyer reserves the right to cancel any purchase order by giving 30 days written notice. Buyer may cancel this order at any time by giving written notice if Seller and/or Seller's representatives or agents do not comply with the terms of this purchase order and may return items after notice of cancellation at Seller's expense.

11. **INDEMNITY:** Seller agrees to and shall indemnify and hold Buyer harmless from any and all claims, actions, costs, expenses and damages, including attorney's fees and expenses arising out of: (1) any actual or alleged, patent, trademark or copyright infringement in the use, sale, advertising or packaging of the items; (2) any breach of the warranties or guarantees set forth in this Guaranty; (3) the sale or use of items where such liability results from the act or omission of Seller (whether for breach of warranty, strict liability in tort, negligence or otherwise). Seller's obligation to indemnify shall not be limited by the amount of insurance coverage provided for in paragraph 7 hereof.

12. **CONFIDENTIALITY:** Seller shall keep confidential all designs, processes, drawings, specifications, reports, data and other technical or proprietary information furnished or disclosed to the Seller by Buyer in connection with this purchase order. Seller shall use such information, and the features thereof, only in the performance of this purchase order.

13. **EQUAL EMPLOYMENT OPPORTUNITY:** Seller agrees to comply with all federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR Sections 60-1.4, 60-250.5(a) and 60-741.5(a), which equal opportunity clauses are hereby incorporated by reference. Notification is hereby given that compliance with these clauses may require Seller to annually file certain reports (e.g. EEO-1 Report and VETS-100 Report) with the federal government and may require the Seller to develop written Affirmative Action Programs for Women and Minorities, covered Veterans and/or Person with Disabilities.

14. **GENERAL:** Seller agrees not to use the name of Buyer or to quote the opinion of Buyer employees in any advertising without Buyer's prior written consent. The obligations and rights of this purchase order may not be assigned without prior written consent of both parties. Buyer may at any time insist upon strict compliance with these terms notwithstanding any previous custom, practice, or course of dealing to the contrary. This order shall be construed, interpreted and applied in accordance with the laws of the State of Nebraska.