

**PURCHASE ORDER
TERMS AND CONDITIONS**

1. **ACCEPTANCE** - This offer is subject to withdrawal at any time prior to communication of acceptance to Buyer. Upon such acceptance, the terms set forth on this "Purchase Order" shall constitute the entire agreement relating to the purchase of the goods or services ("materials") ordered on the face hereof and shipment or delivery of said materials by Seller shall be deemed to be acceptance of said terms in their entirety. Seller is hereby notified of Buyer's objection to any terms inconsistent herewith and to any additional terms proposed by Seller in accepting or acknowledging this order or otherwise and such terms shall not become a part of this agreement unless accepted in writing by Buyer. Neither Buyer's subsequent lack of objection to any such terms, nor the acceptance of materials ordered hereby, shall constitute or be deemed an agreement by Buyer to any such terms. Seller may not assign this order without Buyer's prior written consent.

2. **SHIPMENT** - Seller shall suitably contain, pack, mark, label and ship in accordance with any instructions from Buyer.

3. **FREIGHT, DUTIES AND TAXES** - On materials bought "delivered", Seller is responsible for paying all freight charges. On prepaid and add shipments, Seller is responsible for arranging a carrier and adding the freight cost to Buyer's product invoice. On collect shipments, Seller must ship via the carrier method stated on Buyer's Purchase Order and reflect 3rd party billing along with Buyer's address on the bill of lading. Buyer will withhold payment of Seller's invoice until the date that this condition has been fulfilled, and reserves the right to take cash discount from this later date. The "recourse" clause on the bill of lading must not be signed, and any overcharges that may accrue will be for Seller's account. If required by Buyer, Buyer shall have the right to review and approve any bill of lading in advance and to require that any such bill of lading be in such form and content as Buyer may require. The amounts payable by Buyer to Seller set forth on the face of this Purchase Order include all applicable sales, use, consumption, transfer, excise, stamp, customs, value-added or similar taxes, duties, and charges.

4. **DISCOUNTS** - On all invoices subject to discount, the discount period will be calculated from the invoice date, except that if the Buyer's invoice requirements are not met, the date for calculating the discount period shall be postponed until these requirements are met.

5. **INSPECTION/RETURNS** - All materials ordered herein shall be subject to inspection and testing by Buyer at all reasonable times and places, prior to acceptance. Seller shall permit access to its facilities at all reasonable times for inspection of materials by Buyer and will provide all tools, facilities, and assistance necessary at no additional cost to Buyer. It is expressly agreed that inspections and/or payments prior to delivery shall not constitute final acceptance and that all materials shall be subject to final inspection after delivery to Buyer. Buyer may return any materials which are defective, unsatisfactory, or of inferior quality or workmanship, or fail to meet the specifications or other requirements of this Purchase Order or the Data as defined below. Materials delivered and rejected in whole or in part may, at Buyer's option, be returned to Seller, at Seller's risk and expense, for reimbursement, credit or replacement or may be held for disposition at Seller's risk and expense. Buyer's remedies are not conditioned on nor limited by Buyer's inspection or testing.

6. CONFORMANCE-TO-ORDER WARRANTY - Seller represents and warrants that the materials will conform to the description and applicable specifications, drawings, manufacturing data, data sheets, standards (collectively, "Data"), shall be of good merchantable quality and fit for the known purpose for which sold, that the materials are free and clear of all liens and encumbrances, and that Seller has good and merchantable title. Seller warrants that the materials shall conform to any written statements or advertisements for such materials. This is in addition to any warranty, condition, representation or service guarantee offered by Seller or implied or provided by law (statutory or otherwise).

7. INFRINGEMENT WARRANTY - Seller represents and warrants that no article or articles furnished hereunder, or the use thereof, infringe any patent, trademark or other intellectual property rights; that it will defend any suit that may arise in respect thereto; and that it will indemnify and hold harmless the Buyer, and any subsidiary or affiliated company thereof, from and against any and all losses, damages, claims, liabilities, costs, fees and expenses, including without limitation attorney's fees, court costs and penalties (whether levied by a foreign or domestic governmental body), that may be incurred by the assertion of any patent, trademark or other intellectual property rights by other persons.

8. COMPLIANCE-WITH-LAW WARRANTIES

a. Seller warrants and agrees that it has complied, and will comply, with (1) the Fair Labor Standards Act as amended, (2) Social Security and Workmen's Compensation Laws as amended, if work is done on Buyer's premises, (3) the Robinson-Patman Act or similar law, the Foreign Corrupt Practices Act and all applicable local anti-bribery laws, environmental, health and safety laws, laws restricting heavy metal content, and employment and labor laws, including laws regarding child labor and human trafficking and (3) all other applicable laws, codes, regulations, rules and orders. Seller agrees to indemnify, defend and hold harmless Buyer, and any subsidiary or affiliated company thereof, from and against any and all losses, damages, claims, liabilities, costs, fees and expenses, including without limitation attorney's fees, court costs and penalties (whether levied by a foreign or domestic governmental body), that may be asserted by reason of Seller's failure to comply with the foregoing, and in the event of such failure Buyer may, in addition cancel this order forthwith and without notice.

b. Seller recognizes that Buyer (and any subsidiary or affiliated company thereof) requires its suppliers of goods and services to be equal opportunity employers and not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. This Purchase Order specifically incorporates and makes a part hereof all the provisions of Executive Order 11246, as amended, which among other things, prohibits such discrimination, and requires Affirmative Action planning. The Seller also shall be bound by and agrees to all the provisions of 38 U.S.C. Section 2012 and Executive Order 11701 38 FR 2575 which prohibits discrimination on the basis of Vietnam era or disabled veteran status, and Section 503 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of handicaps. Further, the Seller agrees to maintain non-segregated facilities for all employees, and where applicable, assure that known minority business enterprises will have equitable opportunity to be considered for subcontracts for goods and services.

c. If this Purchase Order relates to the purchase of any food, drug, cosmetic or pesticide, 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 of any food (including any substance intended for use in producing, manufacturing, packing, processing, preparing, treating, packaging, transporting, or holding food). Seller hereby guarantees that, as of the date of shipment or delivery, the article comprising each shipment or other delivery hereafter made by Seller to, or on the order of Buyer, is, on such date (1) not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act; (2) not an article which may not, under the applicable provisions of said Act, be introduced into Interstate Commerce: and (3) in conformance with the requirements of all applicable laws and regulations including the Federal Food Drug, and Cosmetic Act, the Fair Packaging and Labeling Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Occupational Safety and Health Act, and all similar or related Federal, State or Local legislative or administrative promulgations relevant to Buyer's resale or use of the goods.

9. INDEMNITY - Seller agrees to indemnify, defend and hold harmless Buyer, Buyer's Customer (as defined below), and any subsidiary or affiliated company thereof and licensees, from and against any and all losses, damages, claims, liabilities, costs, fees and expenses, including without limitation attorney's fees, court costs and penalties (whether levied by a foreign or domestic governmental body), that may be asserted by third parties that are related to Seller's breaches of its representations, warranties or obligations set forth in these terms and conditions or claims related to defective products supplied by Seller.

10. INSURANCE - Seller agrees to purchase and keep in effect Products Liability insurance for a period of time not less than five (5) years after the date of the last sale of product covered by this Purchase Order. Such insurance shall be in amounts not less than \$3,000,000 on a "per occurrence" basis, including any umbrella coverage as part of the General Commercial Liability policy. Such insurance will provide for the interest of Buyer and its subsidiaries, affiliates and Buyers' customers, when specifically requested, as an additional insured. Upon request, Seller shall furnish Buyer with a Certificate of Insurance giving evidence of required coverage along with policy endorsements and forms providing same with; providing for 30 days prior written notice to Buyer of cancellation or material change in insurance coverage.

11. GOVERNING LAW AND ARBITRATION - This Purchase Order and all exhibits and/or attachments hereto will be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without reference to the principles of conflicts of laws. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods or any other international convention governing sales of goods. Any disputes or differences occurring between the parties arising out of or in any way relating to this Purchase Order, or their rights and responsibilities to each other, will be settled by arbitration under the then current rules of the American Arbitration Association. The decision and award of the arbitrator(s) will be final and binding and the award so rendered may be entered in any court having jurisdiction thereof. The place of arbitration will be a place selected by mutual agreement of the parties. Nothing in the foregoing requirement that disputes or differences be submitted to arbitration will prohibit the right to seek provisional or equitable relief from any court having jurisdiction over the parties, including injunctive relief, pending a final award issued by the

arbitrator(s); provided, however, this right is not intended to nor will it usurp the obligation of the parties to otherwise resolve such differences in accordance with this paragraph.

12. **CERTIFICATE OF ORIGIN** - Seller, if it is providing materials from a country that is signatory to NAFTA, represents and warrants that the materials will qualify for the appropriate NAFTA tariff treatment, if applicable, and will provide Buyer with a valid Certificate of Origin. Seller shall indemnify, defend and hold harmless Buyer, Buyer's Customer, and any subsidiary or affiliated company thereof, from and against any losses, damages, claims, liabilities, fees, costs and expenses, including without limitation any legal fees, court costs and penalties (whether levied by a foreign or domestic governmental body), on a full indemnity basis, that may be asserted relating to the Certificate of Origin issued by Seller, including without limitation the validity, sufficiency and/or correctness thereof.

13. **TERMINATION FOR CAUSE** - Buyer may terminate this Purchase Order or any part hereof, upon not less than three (3) days prior written notice to Seller, for Seller's default of this Purchase Order. Late deliveries, deliveries of materials which are defective or which do not conform to this Purchase Order, and Seller's failure to provide Buyer, upon request, with adequate assurance of satisfactory future performance or any other failure to comply with the terms and conditions hereof shall constitute defaults allowing Buyer to terminate this Purchase Order for cause. If termination occurs, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all damages sustained by reason of the default, which gave rise to the termination. If Buyer improperly terminates this Purchase Order for Seller's default, such termination shall be deemed a termination for convenience.

14. **TRADEMARKS/PUBLIC RELEASES** - Seller will not in any way whatsoever make use of or reference to Buyer's or Buyer's Customer's name or any trademark, including without limit as part of Seller's company or business name or any domain name, or any trade dress of Buyer or Buyer's Customer except with the prior written permission of Buyer, which may be withheld in Buyer's sole and absolute discretion. No news release, advertisement, public announcement, denial or confirmation of same, of any kind regarding any part of the subject matter of this Purchase Order shall be made without the prior written approval of Buyer, which may be withheld in Buyer's sole and absolute discretion.

15. **INCONSISTENT TERMS** - In the event of an inconsistency in any Purchase Order, unless otherwise provided herein, the inconsistency will be resolved by giving precedence in the following order: (a) these standard Terms and Conditions incorporated into this Purchase Order (b) the Purchase Order face sheet; (c) any Specifications; and (d) any special terms and conditions.

16. **THIRD PARTY BENEFICIARY** - Buyer's customer, Clorox Services Company ("Buyer's Customer"), shall be a third party beneficiary of all the terms and conditions in this Purchase Order, including, but not limited, to any indemnity and remedies set forth herein.

17. **LANGUAGE** - The parties have expressly required that all Purchase Orders and all documents and notices relating to any Purchase Order be drafted in English.