1. ACCEPTANCE/ENTIRE AGREEMENT: Seller’s acceptance of this order from The Dupps Company (“Dupps”) is expressly limited to and conditioned upon, and shall be deemed to be, Seller’s agreement to the following terms and conditions of purchase and sale, which shall govern this order and supersede all other agreements and terms between the parties. Except for any descriptions or promises by Seller with respect to its goods and services, including Seller’s specifications, each of which shall be part of this order and the contract formed hereby (unless such provisions contradict the terms of this order, in which case such provisions shall control), such terms as are not specified in this order or in Seller’s current prices, whichever is lower. Failure by Seller in any respect shall entitle Dupps to terminate this order and be relieved of all liability for any undelivered portion in addition to any other rights or remedies of Dupps. Dupps’ acceptance of any items not in compliance with this order shall not constitute a waiver of Dupps’ rights with respect to this order or future deliveries. Items received before the scheduled delivery date may be returned to Seller at Seller’s expense, and renewal of the delayed items may be required by Dupps. Inspection and testing may be performed by Dupps at any time before, during, or after manufacture or delivery, at Seller’s expense. Dupps’ approval of any drawings, specifications, or other documents of Seller, or any sample, must be in writing, and neither such approval by Dupps, nor any inspection or testing, failure to inspect, test, acceptance of goods, and/or payment, shall affect or waive any of Dupps’ rights or remedies, including under any warranties of Seller, and all rights and remedies of Seller shall survive approval, inspection, delivery, acceptance, and payment by Dupps. All work by Seller or any subcontractors permitted pursuant to Section 7 hereby is subject to inspection by Dupps at the place where performed. Seller and all subcontractors shall ensure the safety and convenience of Dupps’ representatives performing the inspection and testing, and shall provide all equipment, facilities and assistance necessary. Dupps’ acceptance of all goods and services shall be in writing, and Dupps may revoke any acceptance in accordance with the UCC. Dupps may reject any goods or services for any reason, including after payment. If Dupps rejects any goods or services, in addition to other remedies of Dupps, including as set forth in Section 3, Dupps may return such goods at Seller’s expense.

2. WARRANTIES: Seller warrants that all items delivered hereunder will substantially conform with all specifications and approved samples, be of the highest quality and workmanship, be fit for the purpose for which purchased, comply with all laws, not infringe upon the intellectual property rights or other rights of any person, and be merchantable and free from all defects. If any goods or services are defective for any reason or are not in conformity with such warrants, at Dupps’ option and in addition to any other rights and remedies of Dupps hereunder or at law or equity, Dupps may: return such articles to Seller for immediate repair or replacement at Seller’s risk and expense; require a credit or refund for such articles as Dupps may direct; undertake promptly to cure any defects at Seller’s risk and expense; and/or retain such articles with an equitable adjustment of price. Seller shall pay for all transportation, handling, and other expenses of Dupps in connection with such cure or correction.

3. LIENS: Seller warrants that Dupps shall receive good title, free from all liens, encumbrances, and other claims, to the goods and services ordered hereunder. Seller shall promptly pay all claims for labor, services, materials and other items furnished in connection with this order. Seller expressly agrees that neither Seller nor any assignee, subcontractor, supplier, materialman, worker, or other person shall file or perfect any lien or other attachment against the items ordered or any other property of Dupps or Dupps’ customers. Seller hereby expressly waives all rights to any such lien or attachment, and Seller agrees to obtain any necessary releases to promptly discharge all liens and attachments. Seller agrees to promptly inform Dupps of any action or proceeding, or any claim against Dupps or any assignee, subcontractor, supplier or materialman, whether or not related to the goods and services ordered hereunder, which may result in a claim against Dupps or against Seller by any persons or entities who may be entitled to any such lien or attachment, and Seller agrees to promptly reimburse Dupps against all losses and expenses in connection therewith. Dupps may withhold all or any part of any payments to Seller, and pay such amounts directly to any person which Dupps believes has not or will not be paid for labor, services, materials or other things furnished in connection with this order.

4. CHANGES: No modification or rescission of this order and the contract created hereby shall be effective unless in writing signed by Dupps. Any approved modified order will incorporate the unmodified terms of this order. Dupps may change drawings, designs, specifications, method of shipment, packaging, place of inspection, quantities, delivery schedules, and may suspend shipments and suspend, delay, or interrupt all or any part of the work, upon written notice to Seller. If the cost or time required for furnishing the items ordered is increased or decreased as a result of any change so arranged, the price or time for delivery, or both shall be increased or decreased by the amount of any increase or decrease resulting directly from such change, however no change shall be allowed either in delivery schedule or price unless Seller notifies Dupps in writing within 5 days from Seller’s receipt of the order that such claims be made. Dupps shall accept and inspect, at Dupps’ expense, any changes made by Seller in drawings, designs, notes, specifications, patterns, tools, dies, and any other documents, materials, or work products, furnished by Dupps (including any test equipment furnished by Dupps) or developed by Seller for Dupps (collectively, “Work Product”) shall be the property of Dupps, to be marked as directed and held in custody for Dupps, be returned to Dupps upon request, and shall not be used in the production, assembly, manufacture, finishing, testing, or any other use of any other products of Seller, or otherwise used, except as directed by Dupps, upon termination of the order or the contract, and Seller agrees to return to Dupps all drawings, designs, notes, specifications, patterns, tools, dies, and any other documents, materials, or work products furnished by Dupps or developed by Seller. Dupps may alter, modify or reject any drawing, design, note, specification, pattern, tool or die, or other item furnished by Seller under this contract, at any time before, during, or after manufacture or delivery, at Seller’s expense. Dupps may alter, modify or reject any other items furnished by Seller, including drawings, designs, notes, specifications, patterns, tools, dies, and any other documents, materials, or work products, that are not Work Product for any purpose pertaining to Dupps’ installation, modification, operation, maintenance, repair, replacement of purchases, or installation of complementary items, with respect to the articles purchased. Seller shall keep confidential, and shall not use or disclose for any purpose except as directed hereunder, all drawings, designs, notes, specifications, patterns, tools, dies and any other items furnished by Dupps under this contract. Dupps shall be indemnified, held harmless, and saved liable for any loss, damage, expense, or cost, including reasonable attorneys’ fees, incurred by Seller in connection with any claim, suit, or proceeding relating to any such drawings, designs, notes, specifications, patterns, tools, dies, or any other documents, materials, or work products furnished by Dupps or developed by Seller for Dupps.

5. ASSIGNMENT: Seller will not assign or subcontract any rights or obligations of Seller under this order and the contract created hereby, or of any part of the work to be done hereunder, in each case without Dupps’ prior written consent. Seller shall indemnify Dupps against and hold harmless Dupps, its shareholders, officers, directors, successors, assigns, agents, attorneys, employees and customers from and against all claims, demands, liabilities, losses, damages, liens of whatsoever kind or nature, and without limitation, all costs, expenses, attorneys’ fees and any other fees or expenses incurred in connection with or related to such assignments or subcontracts, and the infringement of any intellectual property rights of any other person. Dupps’ acceptance of any drawing, design, note, specification, pattern, tool or die, or other item furnished by Seller under this contract, at any time before, during, or after manufacture or delivery, at Seller’s expense. Dupps may alter, modify or reject any drawing, design, note, specification, pattern, tool or die, or other item furnished by Seller under this contract, at any time before, during, or after manufacture or delivery, at Seller’s expense. Dupps may alter, modify or reject any other items furnished by Seller, including drawings, designs, notes, specifications, patterns, tools, dies, and any other documents, materials, or work products furnished by Dupps or developed by Seller. Dupps may alter, modify or reject any other items furnished by Seller, including drawings, designs, notes, specifications, patterns, tools, dies, and any other documents, materials, or work products furnished by Dupps or developed by Seller for Dupps.

6. INDEMNIFICATION, REMEDIES, AND APPLICABLE LAW: In addition to any other remedies available to Dupps hereunder, at law, or in equity, all of which shall be cumulative, Seller shall indemnify and hold harmless Dupps, its shareholders, officers, directors, successors, assigns, agents, attorneys, employees and customers from and against all claims, demands, liabilities, losses, damages, liens of whatsoever kind or nature, and without limitation, all costs, expenses, attorneys’ fees and any other fees or expenses incurred in connection with or related to such assignments or subcontracts, and the infringement of any intellectual property rights of any other person. Dupps’ acceptance of any drawing, design, note, specification, pattern, tool or die, or other item furnished by Seller under this contract, at any time before, during, or after manufacture or delivery, at Seller’s expense. Dupps may alter, modify or reject any drawing, design, note, specification, pattern, tool or die, or other item furnished by Seller under this contract, at any time before, during, or after manufacture or delivery, at Seller’s expense. Dupps may alter, modify or reject any other items furnished by Seller, including drawings, designs, notes, specifications, patterns, tools, dies, and any other documents, materials, or work products furnished by Dupps or developed by Seller for Dupps.

7. TEMPORARY NONCONFORMING TERMS AND CONDITIONS OF ORDER: The headings hereof are for convenience only and are not to be used in interpreting the terms of this order. Dupps shall have the right, without notice to Seller, to modify at any time the terms of this order. Seller will not assign or sublet any part of the work under this order without Dupps’ prior written consent. Dupps shall have the right, without notice to Seller, to modify at any time the terms of this order.