

### PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. **TIME OF ESSENCE.** Time is of the essence of this Order. Seller shall promptly notify Buyer if it reasonably believes that it will not meet the delivery date(s). Regardless of such notice, any failure of Seller to meet the delivery date(s) shown on this Order shall be a breach by Seller of its obligations under this Order. In addition to Buyer's other remedies, Buyer may cancel Order without liability if Seller does not meet the delivery date(s).
2. **DELIVERY AND TITLE.** Title to the goods and risk of loss of the goods covered by the Order shall pass to Buyer when conforming goods are received at the delivery point specified on this Order and accepted by Buyer (or Buyer's customer). Passing title upon such delivery shall not constitute final acceptance by the Buyer.
3. **TAXES.** Unless otherwise provided herein or by law, Seller shall pay all taxes, including, but not limited to sales, use, employer, excise and other taxes, charges and contributions however arising.
4. **PRICES AND PAYMENTS.** Unless otherwise specified, payment shall be made subject to the terms of this Order in U.S. dollars, after receipt of a proper invoice and final acceptance by Buyer of conforming goods or services (whichever occurs later).
5. **INVOICES.** Seller shall submit invoices in duplicate together with the original bill of lading or express receipts properly signed by carrier's representative for each and every shipment against this Order. Seller shall also submit the original receipted expense bill, if applicable. Delay in receiving invoices, and errors or omissions on invoices shall be considered just cause for withholding payment without losing any cash discount privilege. In preparing invoices, Seller shall include all descriptive matter as shown on this Order, in addition to any information customarily furnished by the trade. If Seller is providing goods or services under more than one Order, each Order must be invoiced separately.
6. **TYPED STANDARDS.** Specific standards, instructions or specifications furnished by Buyer and typed on this Order shall govern in case of a conflict between them and these General Terms and Conditions.
7. **APPLICABLE LAW/ENTIRE AGREEMENT.** This Order shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of Louisiana. It is the entire agreement of the parties. It inures to the benefit of the Buyer and Seller, their successors and permitted assigns.
8. **GENERAL PROVISIONS.** The purchase represented by this Order by Buyer shall be subject to these terms and conditions. No modified, additional or different conditions, whether contained in a quotation, acknowledgment or any other communication from Seller, shall be recognized by, or binding upon Seller and Buyer unless specifically agreed to in writing by Seller and Buyer, and the failure of Buyer to object to any such provisions shall not be a waiver of these conditions or any acceptance thereof.
9. **ACCEPTANCE OF ORDERS.** All Orders made by Buyer shall be deemed accepted subject to these terms and conditions upon the earlier of Seller's acknowledgment, confirmation, agreement of statement of intent to furnish any goods or services ordered, or upon the furnishing of such goods or services, or the commencement by Seller of manufacturing, engineering or procurement with respect thereto. Prior dealings or trades usage shall not change, add to or detract from the provisions of this Order. Any changes in specification, quantity changes, price increases or product substitution will not be honored without the prior approval in writing of Buyer.
10. **PACKING AND SHIPMENT.** Unless specifically stated on the front of this Order, no charge of any kind, including but not limited to, charges for boxing, packaging, storage and transportation, shall be allowed. Unless specifically stated on the front of this Order, the goods shall be suitably packed to secure the lowest transportation cost and in accordance with the requirements of common carriers. Buyer's Order numbers must be plainly marked on all invoices, packages, bills of lading, packing lists and shipping Orders. Without Buyer's prior written consent, deliveries shall not be made in whole or in part prior to the dates shown on this Order, and they shall not exceed the quantities specified in delivery schedules. Seller shall include one copy of packing list with shipment and on same day of shipment, mail one copy to Buyer's Purchasing Department and one copy to Buyer at destination of goods. Buyer's count will be accepted as final and conclusive on all shipments not accompanied by packing list. Goods delivered in error or over-shipment in quantity will be returned at Seller's expense.
11. **CHANGES.** Buyer may make changes in drawings, specifications, quantities, delivery schedules or methods of shipment or packaging on any merchandise at any time. Seller must assert claim for equitable adjustment within eight (8) calendar days of the date of the change order. Buyer will not be liable for any increase in price unless Buyer agrees in writing. If such agreement for equitable adjustment cannot be reached, Buyer shall have the option of canceling this purchase order without liability.
12. **INSPECTION.** All goods furnished pursuant to this Order and all manufacturing processes of Seller related to the goods or services furnished pursuant to this Order shall be subject to Buyer's or Buyer's customers' inspection at any reasonable time. Such inspection or failure to inspect shall not relieve Seller from any responsibility or obligation hereunder, nor constitute a waiver by Buyer thereof; and nothing herein shall exclude or limit any warranties implied by law.
13. **QUALITY ASSURANCE.** Seller shall perform all work diligently and in a good and workmanlike manner. Seller shall furnish all necessary labor, supervision, machinery, equipment, materials and supplies. Seller shall obtain and maintain all permits and licenses required by public authorities in connection with performance of the work, and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. Seller shall conduct all operations in Seller's own name and as an independent contractor, and not in the name of, or as agent for Buyer. Seller shall be solely responsible for all material, equipment and services until the work is completed to Buyer's satisfaction.
14. **WARRANTIES.** In addition to all warranties implied by law and other express warranties made herein, Seller warrants that all goods and services covered by this Order (a) shall comply with the terms of this Order and with all specifications, drawings, samples or other descriptions furnished or adopted by Buyer; (b) shall be in accord with all representations made by Seller to Buyer; and (c) shall be free from defects in materials, workmanship and design, merchantable, fit and sufficient for the purpose intended, of the best quality and workmanship, free from all patent defects and safe for consumer use. Seller further guarantees full, complete and maximum warranties of title for the goods furnished hereunder, and freedom from all liens, encumbrances and claims. Without limiting Buyer's remedies herein or under law or at equity, at Buyer's option, Seller agrees to test, replace or repair any item not meeting any of the above, without cost to Buyer. Seller agrees that the foregoing warranty shall survive delivery, inspection, acceptance and payment by Buyer. Seller waives, and shall require its subcontractors and suppliers of any tier to waive any and all liens, claims and encumbrances, and the right to file or otherwise assert any such liens claims or encumbrances, against Buyer, Buyer's customer, or Buyer's property, or the property of Buyer's customer, for work done, services performed and materials or equipment furnished hereunder. Prior to making final payment to any subcontractor or supplier, Seller shall require the subcontractor or supplier to execute a written release stating that the subcontractor or supplier has made full payment to the subcontractors or suppliers and that Buyer is released from any claims and liens arising out of or connected with the supplier or subcontractor's work. In addition, before Seller shall be entitled to final payment under this Order, Seller shall execute and provide Buyer with a written release discharging Buyer and Buyer's customer from all claims and liens arising out of or connected with Seller's work hereunder.
15. **CONFIDENTIALITY.** All plans, drawings, designs and specifications which may be supplied by Buyer to Seller shall remain the property of Buyer and any information derived there from or otherwise communicated to Seller shall be regarded by Seller as strictly confidential, to be used exclusively by Seller for performance of this Order, and shall not be disclosed to any third party or made use of by Seller except in connection with the performance of this Order. Further, all of such information shall be returned to Buyer on demand, with no copies being retained by Seller.
16. **COMPLIANCE WITH LAWS, MANUFACTURING REGULATIONS.** Seller represents that the goods provided hereunder shall be manufactured or produced in accordance with, and shall surpass the standards and requirements of all applicable federal, state and municipal and local laws, rules and regulations.
17. **GOVERNMENT CONTRACTOR.** Many of Buyer's customers are federal government contractors. Accordingly, the provisions of all laws applicable to federal government contractors (including 41 CFR 60.1-4, 60-250.2 (38 U.S.C. 2012) and 60.741.4 (Sec. 503) shall apply to this Order.  
Seller warrants that it has not offered or given and will not offer or give to any employee, agent or representative of Buyer a gratuity with a view toward securing any business from Buyer, or influencing such person with respect to the terms, conditions or performance of any contract with or Order from Buyer. Any breach of this warranty shall be a material breach of each and every contract or Order between Buyer and Seller.
18. **INSURANCE.** Without in any way limiting any of Seller's obligations indemnities or liabilities under this Order, Seller shall at all times maintain the following minimum insurance.
  - A. **Workers' Compensation - Statutory Limits**  
Employer's Liability - \$500,000/per occurrence
  - B. **Comprehensive Generally**
    - (1) Bodily Injury/Property Damage - \$1,000,000 combined single limit per occurrence
  - C. **Automobile Liability**
    - (1) Bodily Injury/Property Damage - \$1,000,000 combined single limit per occurrence
  - D. **Product Liability**
    - (1) Bodily Injury/Property Damage - \$1,000,000 combined single limit per occurrenceIf requested by Buyer, before beginning any work hereunder, Seller shall provide Buyer with certificates evidencing (i) that the above minimum insurance is in force; (ii) that the policies name Buyer as an additional insured; (iii) that the policies provide for subrogation of claims in favor of Buyer, and (iv) that such policies may not be canceled without at least thirty days notice to Buyer.
19. **BREACH.** If Seller does not deliver conforming goods or render conforming services or deliver goods or render services within the time specified or if Seller or any subcontractor breaches any term or provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntary or involuntary), or makes an assignment of the benefit of creditors, Buyer shall have the right, in addition to any other rights or remedies it may have hereunder or by law or in equity, to terminate the remainder of the Order by giving Seller written notice, whereupon; (a) Buyer shall be relieved of all further obligation hereunder, except to pay the reasonable value of Seller's prior performance, but not more than the contract price; and (b) title to any product(s) of Seller's work, whether completed or partially completed, as well as all materials prepared, procured or set aside by Seller for use in the work, shall at the Buyer's option, upon giving written notice to Seller, vest in Buyer, and Buyer may enter Seller's premises and remove the same there from; and (c) Buyer may, at its option, complete performance of the work, in which event Seller shall be liable to Buyer for all cost incurred by Buyer completing such performance in excess of the contract price.
20. **WITHHOLDING.** Buyer shall have the right to withhold any payment due Seller and apply the same to payment of any obligations of Seller to Buyer or to any other parties arising in any way out of this Order or Seller's performance hereunder.
21. **INDEMNIFICATION.** Seller shall indemnify, defend and hold harmless Buyer, its parent and subsidiary companies and their respective directors, officers, employees and agents ("said persons") from and against any and all liabilities, claims, penalties, fines, assessments, demands, losses, damages, causes of action, suits, judgments and costs of every kind (including but not limited to all costs and expenses of defense, settlement, judgment interest, court costs and attorney's fees) which any of said persons may suffer, incur, pay out or be responsible for, that arise out of or are in any way connected to the manufacture, production, sale, normal use or other normal disposition of any good furnished hereunder or the performance or nonperformance of any work under this Order or incident to any claim of patent or trademark infringement or title or unfair competition arising from Seller's activities. Seller's indemnity is owed regardless of whether the liability, claim, penalty, fine, assessment, demand, loss, damage, cause of action, suit, judgment and costs caused or occasioned in whole or in part by the joint, concurrent or contributory negligence or joint, concurrent or contributory fault of Buyer, its parent or subsidiary companies or their respective directors, officers, employees or agents (whether active or passive), except that the indemnity provided for in this paragraph shall have no application if to any liability, claim, penalty, fine, assessment, demand, loss, damage, cause of action, suit, judgment and costs resulting from the sole negligence or sole fault of Buyer, its directors, officers, employees or agents, unmixed with the fault of any other person or entity. Further, it is the expressed intention that Seller's indemnity provided herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Seller or its contractors under worker's compensation acts or other employee benefit acts without regard to the extent of negligence, if any, of Buyer. Seller at its sole expense shall investigate, handle, respond to, provide defense for, defend and pay damage resulting there from (including, but not limited to, settlements, judgments, fines, penalties and other assessments) even if it believes that such claim, demand or suit is groundless, false or fraudulent. Buyer has the right to participate in its own defense, at Buyer's cost, without relieving Seller of its obligations hereunder. The obligations and indemnities assumed by Seller under this Order shall not be limited by any provisions or limits of insurance required by this Order.  
If it is finally judicially determined that any of the indemnity obligations are invalid, illegal or unenforceable in any respect, the parties agree to amend said obligations to conform to the maximum monetary limits and other provisions in applicable law.
22. **ASSIGNMENT.** No right or obligation under this order (including the right to receive monies to become due hereunder) nor any claim arising directly or indirectly out of or in connection with this Order shall be assignable, nor subcontracted, in whole or in part by Seller or by the operation of law without the prior written consent of Buyer. Any purported assignment of subcontract without such consent shall be void. However, consent by Buyer shall relieve Seller of responsibility for Seller's obligations hereunder.
23. **REMEDIES.** The right and remedies provided to Buyer herein shall be cumulative and in addition to any other rights and remedies provided by law or equity. Buyer's right to require strict performance by Seller shall not be affected by any waiver, forbearance or course of dealing. Waiver of a breach of any provision hereof shall not constitute a waiver of any other breach or provision.
24. **EXCUSSES.** Either Seller or Buyer shall be excused from performance of the obligation hereunder when and to the extent that such performance is delayed or prevented (and, in Buyer's case, its need for the articles, materials or work is reduced or eliminated) by an act of God, or by any circumstance reasonably beyond the control of such party, or by fire, explosion, any strike or labor dispute or any act or omission of any governmental authority.
25. **INDEPENDENT CONTRACTOR.** Seller is an independent contractor with respect to its performance hereunder and neither Seller nor any o those employed by Seller shall be deemed the agents, representatives, employees or servants of Buyer. Seller shall have complete and sole control over its employees, the details of the performance of this Order, and the methods by which this Order are accomplished.
26. **ATTORNEY FEES AND EXPENSES.** Seller hereby agrees to pay Buyer all attorney fees, costs and expenses incurred by Buyer as a result of Seller's breach of any obligation of this Order.