

TERMS AND CONDITIONS

THE WORD "BUYER" MEANS J J WHITE INCORPORATED

1. All materials, goods and equipment are subject to Buyer's inspection and acceptance notwithstanding prior payment to obtain cash discount. Any materials, goods and equipment that are rejected for failure to meet specifications and/or for lack of quality, and/or workmanship, may be returned to Seller for replacement or Buyer may perform such work upon materials, goods and equipment as may be necessary to cause same to be acceptable. Upon demand, Seller shall reimburse Buyer for all of Buyer's expense in connection with such rejected materials, goods and equipment including but not limited to expense of inspection, handling and of making the goods acceptable.
2. Seller guarantees all materials, goods and equipment for a period of one year from date of acceptance. Should any materials, goods or equipment fail to perform as required or otherwise become unacceptable within such time period due to defective material or workmanship, Buyer at Buyer's option, may require Seller to replace the defective materials, goods and equipment at Seller's expense and/or reimburse Buyer for Buyer's expense of making necessary repairs and/or replacements. The rights provided in this paragraph are in addition to, and not in substitution for, all guarantees and warranties contained in the specifications or provided by the Uniform Commercial code.
3. Materials, workmanship, goods and equipment will meet all specifications requirements of all owners and its architects or consulting engineers and will be subject to their approval.
4. If Seller fails to make deliveries as set forth herein, Buyer shall have the right to take whatever action is necessary and expedient to complete Buyer's work and Seller shall be liable for any costs and for any losses or consequential damages, including loss of anticipated profits sustained by Buyer.
5. If Seller should be adjudged bankrupt or should it make a general assignment of its assets for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should then fail to proceed with the work as directed by the Buyer or otherwise be guilty of a violation of any terms and conditions of this order then Buyer may upon giving two (2) days written notice to Seller cancel all or any part of this order and to charge Seller for any losses sustained by the Buyer as a result of cancellation.
6. Seller understands and acknowledges that Buyer must receive invoices from Seller on a timely basis in order to obtain payment from Buyer's customer. Seller, therefore, has a duty to submit invoices in a timely manner, and in no event not later than sixty (60) days following the date Buyer acknowledges receipt of the materials, equipment, goods or services for which Seller is requesting

payment which is defined as the "Delivery Date." Seller acknowledges that Buyer may not be able to obtain payment from Buyer's customer for invoices that are submitted more than sixty (60) days after the Delivery Date. Accordingly, Buyer shall have no obligation to pay invoices for materials, equipment, goods or services submitted more than sixty (60) days after the Delivery Date. For Seller's invoices submitted beyond sixty (60) days and less than one hundred twenty (120) days after the Delivery Date, Buyer has the absolute discretion as to whether it will submit the invoiced work to Buyer's customer for payment and whether Buyer will impose a discount based on the late invoice submission or as maybe imposed by Buyer's customer. For any invoice Seller submits one hundred and twenty (120) days or later after the Delivery Date, Buyer shall have no obligation to pay such invoice. Notwithstanding the foregoing, if Buyer's customer imposes a deadline for invoices to be submitted which are shorter than those noted above, Buyer shall advise Seller, and Seller agrees to comply with that deadline. Any invoices not submitted in compliance with that deadline will not be paid. Furthermore, if any invoice is not paid within sixty (60) days following the Delivery Date, Seller shall notify Buyer in writing of such non-payment. Seller's failure to provide such notice to Buyer within such time period shall constitute Seller's irrevocable waiver and release of any claim for payment with respect to the materials, equipment, goods or services identified on such invoice, and Buyer shall have no obligation or liability with respect to any such invoice or for such materials, equipment, goods or services.

7. Buyer shall be entitled to a two (2%) cash discount for any payments made by check on or before the fifteenth day of the month following the month in which the invoices were received or the materials, goods or equipment were delivered, whichever occurred last. However, Buyer shall be entitled to a three (3%) cash discount for any payment made through the Automated Clearing House (ACH) or by wire transfer on or before the fifteenth day of the month following the month in which the invoices were received or the materials, goods or equipment were delivered, whichever occurred last.
8. Returned goods will be credited to Buyer's account and not subject to handling charges provided returned goods are in resalable condition.
9. All applicable Federal, State and Local Taxes which apply to materials and/or services are included in the price.
10. If requested by Buyer, Seller will provide a release of liens in form acceptable to Buyer before final payment is made to Seller.
11. Seller represents and warrants that the products referred to in its order have been (or will be) manufactured and are sold in complete and strict compliance and accordance with all relevant Federal, State and local laws and all pertinent regulations and orders of the Federal Government and the various departments,

- branches and agencies thereof, as well as all applicable industry codes and standards; and Seller hereby agrees to indemnify and hold harmless Buyer from and against any and all costs, damages, and expenses (including reasonable attorney's fees) incurred by or occasioned to it, directly or indirectly, through any failure of Seller fully and faithfully to comply with and perform any such law, regulation, order, code, or standard.
12. Seller shall be solely responsible for, indemnify, defend and hold Buyer and Owner free and harmless from any and all losses, expenses, damages, demands and claims arising out of or in connection with injuries (including death) or property damage in any way sustained or alleged to have been sustained in connection with or by reason of the performance of this order by Seller, its subcontractors, agents, or employees.
 13. Seller shall be solely responsible for, indemnify, defend and hold Buyer free and harmless from any claim by Buyer's customer that work, materials or goods supplied by Seller (including its subcontractors, agents and employees) did not conform to the contract between Buyer and Buyer's customer.
 14. If applicable, Seller shall comply with Pennsylvania Law No. 1984-19 (Right to Know) and OSHA 29 CFR 1910-1200 (Federal OSHA Hazard Communication Standard), both of which Seller acknowledges that it fully understands. Seller shall supply to Buyer copies of all Material Safety Data Sheets required by law for all materials which are to be used at the workplace and, upon request, shall make copies available to all interested parties.
 15. Seller shall carry all forms of insurance reasonable and necessary for the business in which they are engaged and services or goods they provide for the entire time goods and/or services are provided under this Purchase Order. Seller shall provide evidence of such insurance if Buyer requests it. The lack of a request by Buyer shall not relieve Seller of this obligation.
 16. Seller covenants that it shall perform all responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, trade secret, copyright or other proprietary right of any third party. Seller shall defend all suits or claims against Buyer and/or Owner arising from any infringement, real or claimed, of the foregoing and, without limitation, any patented or unpatented invention, article, machine, appliance, manufacture, structure, composition, arrangement, improvement design, device and/or methods of process embodied or used in the performance of this Agreement, including its use by Owner, and hereby agrees to indemnify Buyer and hold it harmless from liability of any kind or character, including court costs and attorneys' fees, in connection with all such suits or claims. Buyer shall give written notice to Seller of all such claims and patent infringements, suits, or claims, instituted or asserted against Buyer, and Seller shall defend same at Seller's own cost and expense.

Seller shall pay all royalties and license fees on the equipment and materials which it shall furnish under this Agreement.

17. This Purchase Order shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles. Any disagreements or disputes between or amongst the parties to this Purchase Order as to the meaning or intent of terms or any obligations under the terms of this Purchase Order, or any dispute regarding the interpretation and/or enforcement of this Purchase Order shall be brought in the Philadelphia County Court of Common Pleas or the United States District Court for the Eastern District of Pennsylvania.