



ORGANO USA, INC.

THE TERMS AND CONDITIONS OF PURCHASE, WHICH WILL BE ATTACHED TO THE BACK OF PURCHASE ORDER

1. **ACCEPTANCE AND AGREEMENT.** This Purchase Order (this "Order") is an offer by Organo USA, Inc. ("Buyer") to purchase and/or obtain the goods and/or services identified on the front of this Order from Seller, who is identified as such on the front hereof as well, in accordance with these terms and conditions of purchase as stated below (the "Terms & Conditions"). Acceptance of this Order is expressly limited to these terms and conditions, and any additional or different terms or conditions proposed by Seller are rejected, unless expressly agreed to in writing by Buyer.
2. **PRICE & PAYMENT TERMS.** The price for the goods and/or services shall be as set forth in this Order. Payment terms shall be net sixty (60) days from the date of the invoice, unless otherwise agreed upon in writing by the parties. Seller shall provide a detailed invoice to Buyer for all goods and services delivered and rendered under this Order.
3. **DELIVERY, TITLE AND RISK OF LOSS.** The goods shall be delivered to the location and at the time specified in this Order, and delivery shall be deemed complete when the goods have been received and accepted by Buyer. Title and risk of loss shall pass to Buyer upon acceptance of the goods at the designated delivery location. Seller shall be responsible for all shipping and transportation costs unless otherwise agreed upon in writing by the parties. Buyer shall be under no duty to inspect the goods and/or services prior to Buyer's use, consumption or resale, and neither retention, use, consumption or resale of the goods and/or services shall be construed to constitute an acceptance of the goods and/or services that are not in compliance with the requirements of this Order, the specifications and requirements provided by Buyer or the Terms & Conditions.
4. **WARRANTY.** Seller warrants to Buyer and its customers that the goods and/or services provided and sold under this Order shall (a) be free from any defect in design, materials and workmanship, (b) conform to all specifications and requirements provided by Buyer, (c) be merchantable and fit for the purpose intended, and (d) be free and clear of any lien or other adverse claim against title. These warranties shall survive any inspection, delivery, acceptance, or payment by Buyer.
5. **IP INDEMNITY.** Seller shall indemnify, defend, and hold harmless Buyer, its officers, directors, employees, agents and customers from and against any and all claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to any actual or alleged infringement or misappropriation of any third-party intellectual property rights including, but not limited to, patents, trade secrets, trademarks, copyrights and other IP rights arising from the goods and/or services provided by Seller under this Order.
6. **PRODUCT LIABILITY INDEMNITY.** Seller shall indemnify, defend, and hold harmless Buyer, its officers, directors, employees, agents and customers from and against any and all claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to any actual or alleged injury, illness, or death of any person, or damage to any property, caused by or resulting from the goods and/or services provided by Seller under this Order, including, but not limited to, any product liability claims based on strict liability, negligence, or breach of warranty. This indemnity obligation shall apply regardless of whether the claim is based on the Seller's design, manufacture, sale, or distribution of the goods or the performance of the services.
7. **GENERAL INDEMNIFICATION.** Seller shall indemnify, defend, and hold Buyer, its officers, directors, employees, agents and customers harmless from and against any and all claims, losses, damages, liabilities, and expenses (including reasonable attorney's fees) arising from or related to any breach by Seller of its warranties, representations, or obligations under this Order.
8. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE IN THIS ORDER OR OTHERWISE, BUYER SHALL NOT BE LIABLE TO SELLER WITH RESPECT TO THE SUBJECT MATTER OF THIS ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORIES FOR ANY AMOUNT IN EXCESS OF THE AMOUNT BUYER PAID TO SELLER. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THIS ORDER, WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
9. **TERMINATION.** Buyer reserves the right to terminate this Order, either in whole or in part, at any time for its convenience, by providing written notice to Seller. In such event, Buyer shall compensate Seller for the goods and/or services provided up to the date of termination, subject to any applicable setoff or adjustment for nonconformance or breach by Seller.
10. **CONFIDENTIALITY.** Seller shall maintain the confidentiality of all non-public information obtained from Buyer in connection with this Order including, but not limited to, the content of this Order and the specifications and



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requirements provided by Buyer and shall refrain from disclosing such information to any third party without Buyer's prior written consent, except as required by law or regulation.

11. **COMPLIANCE WITH LAWS.** Seller shall comply with all applicable laws and regulations in the manufacture, packaging, shipping, sale and provision of the goods and/or services under this Order and in connection with the transactions contemplated hereunder. Without limiting the generality of the foregoing, Seller shall at all times comply with applicable laws and regulations concerning bribery and kickbacks.
12. **GENERAL.**
 - 12.1 Any notice given under this Order shall be in writing and addressed to the parties at the addresses stated in the front of this Order.
 - 12.2 Seller may not assign or otherwise transfer this Order without the prior written consent of Buyer.
 - 12.3 Waiver by Buyer of any provision of this Order shall not be construed as a waiver of any other provision of this Order, nor of any subsequent breach of the same provision.
 - 12.4 This Order, together with the Terms & Conditions or any attachments, exhibits, or other documents expressly incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the parties relating to the same. This Order may only be amended, modified, or supplemented in writing and signed by both parties.
 - 12.5 This Order shall be governed by and interpreted in accordance with the laws of the State of New York, USA without regard to principles of its conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods. Whenever a term defined by the UCC as adopted in the State of New York is used in this Order, the definition in such UCC shall control. In the event that Buyer fails to perform any of its obligations, Buyer shall be entitled to all legal and equitable remedies including those specified herein and under the UCC.
 - 12.6 Any dispute, difference, controversy or claim arising out of or relating to the sale of goods and/or services under this Order or a breach hereof shall be resolved by arbitration conducted in the English language in New York, USA and administered by American Arbitration Association ("AAA"). There shall be three (3) arbitrators appointed by AAA. The prevailing party in any such proceeding shall be entitled to an award of its reasonable attorneys' fees and other costs, including the fees and expenses of the arbitrators and AAA. The arbitrator's decision shall be final and binding upon Buyer and Seller, and the award made by the arbitrators may be filed in any court of competent jurisdiction and execution issued thereof. Nothing in this Section shall limit the right of Buyer to exercise at any time self-help remedies under the UCC as adopted in New York.