

STANDARD TERMS AND CONDITIONS OF PURCHASE

ARTICLE 1

General Provisions for All Purchases by Buyer

The following terms shall apply to the purchase of any goods or services by THE RITSCREEN COMPANY, LLC (“Buyer”), from the vendor/supplier listed on the purchase documents (the “Seller”), and shall be in addition to any terms in Article 2 and Article 3.

1.3 BY ACCEPTING ANY PURCHASE ORDER OF BUYER, AND/OR PERFORMING THEREUNDER, SELLER AGREES TO FULLY COMPLY WITH THE TERMS AND CONDITIONS OF PURCHASE SET FORTH IN THIS DOCUMENT (which along with Buyer’s purchase order is the “Agreement”). In all communications, Buyer and Seller may employ their standard forms, but nothing in those forms will be construed to modify or amend the terms and conditions of this Agreement, and, in the case of any conflict therewith, the terms and conditions of this Agreement will control. Any terms and conditions set forth in any Seller form, or any other correspondence from Seller, that are in addition to, inconsistent with, or in conflict with, this Agreement will be of no force or effect unless specifically agreed to in a writing signed by Buyer that expressly references such terms. Acceptance of a purchase order is expressly limited to the terms and conditions of this Agreement, and Seller may not ship any goods purchased hereunder under reservation. This Agreement along with Buyer’s purchase order constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes any prior or contemporaneous agreement or understanding between the parties. No course of dealing, no usage of trade and no course of performance shall be used to supplement or explain any term, condition or instruction in this purchase order, nor be deemed to effect any amendment. For purposes of this Agreement, a “purchase order” is any document by which Buyer orders goods or services from Seller, whether or not on standard or customary forms. These terms and conditions may be amended, modified, and changed from time to time after the date of the Agreement or purchase order, and the parties agree that such changes are part of the Agreement provided Seller is provided prior notice of such changes (either directly or by reference to the web site location of such changed terms and conditions), and subject to Section 2.2 hereof.

1.4 Applicable Law. The validity, interpretation and performance of these terms and conditions and any purchase order made hereunder shall be governed exclusively by the laws of the Commonwealth of Pennsylvania in force at the date of this purchase order. The United Nations Convention on Contracts for the International Sale of Goods is deemed waived and shall not apply. Where not modified by the terms herein, the provisions of Pennsylvania’s enactment of Article 2 of the Uniform Commercial Code shall apply to the purchase of goods hereunder. Any disputes arising under or related to this Agreement, its interpretation, the rights and obligations of the parties hereunder, or the transactions contemplated hereby, shall be resolved exclusively in the state courts located in Harrisburg, Pennsylvania, or a federal court in the Middle District of Pennsylvania, each of which shall have exclusive jurisdiction over such disputes. Each party consents to the exclusive personal and subject matter jurisdiction of such courts for said purposes and waives any defense with respect to any such action based upon forum non conveniens or lack of personal or subject matter jurisdiction.

1.5 Compliance with Laws; Export and Import Requirements.

Seller represents and warrants that the performance of any services or the purchase of any goods hereunder shall be in accordance with all applicable federal, state, and local laws, rules, and regulations. Seller certifies that the manufacture, packaging, labeling, and transportation in commerce of the goods purchased hereunder comply with applicable federal, state, and local environmental laws and regulations including

but not limited to the Toxic Substances Control Act of 1976, the Hazardous Materials Transportation, Safety, and Health Act of 1975, the Occupational Safety and Health Act, and California Proposition 65.

(a) Seller shall be the importer of record on all imports into the United States. Seller represents and warrants that it will comply with all applicable laws and regulations relating to import and export of goods, including, without limitation, obtaining all necessary import and export licenses and clearances. At Buyer’s request, Seller shall supply to Buyer requested information related to export or import of goods. Seller has and at all times will comply in all respects with the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq., as amended).

1.6 Proprietary Information.

(a) All ideas, information, designs drawings, specifications, photographs and engineering and manufacturing information supplied by Buyer or prepared by Seller pursuant to a purchase order (the “Proprietary Information”) shall be Buyer’s sole and exclusive property, and Seller hereby assigns all right, title, and interest thereto to Buyer. Seller shall maintain all Proprietary Information in strict confidence and shall not disclose any Proprietary Information to any other person or entity without Buyer express prior written consent. Seller shall not use any Proprietary Information to provide services to any other person or entity and nor shall it be used or incorporated into any product or item later manufactured or assembled by Seller for anyone other than Buyer. Seller agrees to return to Buyer all Proprietary Information promptly upon Buyer’s request. Any unpatented knowledge or information of Seller (including, without limitation, processes, present or contemplated, product or their uses) which Seller may disclose to Buyer (and its employees, agents, shareholders, or directors) in connection with the ordering, acquisition and use by Buyer of the goods or services covered by a purchase order shall, unless otherwise specifically agreed in writing, be deemed to have been disclosed as part of the consideration for the purchase order, and Seller agrees not to assert any claim (other than a claim for a patent infringement) against Buyer by reason of any use or alleged use to which any such information or knowledge may be put by Buyer.

(b) Neither this Agreement nor any purchase order grants to Seller any right, title, or interest in or to Buyer’s Proprietary Information or other intellectual property, including, but not limited to, Buyer’s name, trademarks, trade names, trade dress, trade symbols, copyrights, patents, patent applications, inventions, trade secrets, product names or designations, model names or numbers, processes, models, prototypes, designs, or formulas.

1.7 Developments.

(a) Seller (for itself and its employees, agents, and contractors) shall disclose to Buyer, or any persons designated by it, all ideas, concepts, stories, images, trade secrets, processes, software programs, formulae, data and know-how, improvements, inventions, and techniques (all said items shall be collectively hereinafter called “Developments,” or individually the “Development”), whether or not patentable or otherwise protectable, made or conceived or reduced to practice or learned by Seller, either alone or jointly with others, during the period of Seller’s Agreement with Buyer and which results in whole or in part from any work performed by Seller for Buyer, and in which either of the following is true: (a) equipment, supplies, facility, funds, employees, Proprietary Information, or other resources of Buyer were used in whole or in part for the Development; or (b) the Development was conceived or developed in whole or in part during or after work hours on the premises of Buyer.

(b) Seller agrees that all Developments shall be the sole and exclusive property of Buyer and its assigns, and Buyer and its assigns

shall be sole owner of all patents, trademarks, copyrights and other rights in connection therewith. Seller hereby irrevocably and unconditionally assigns to Buyer any and all rights Seller may have or acquire in any and all Developments. Seller further agrees to assist Buyer in every proper way (but at Buyer's expense) to obtain and from time to time enforce patents, trademarks, copyrights, and trade secrets on any and all Developments in any and all countries, and to that end Seller will promptly execute all documents for use in applying for and obtaining such patents, copyrights and trademarks thereon and enforcing same, as Buyer may request, together with any assignments thereof to Buyer or persons designated by it. Seller's obligation to assist Buyer in obtaining and enforcing patents, copyrights and trademarks for Developments in any and all countries requested by Buyer shall continue beyond the expiration or termination of this Agreement.

1.8 Non-Infringement. Seller represents and warrants that the goods and/or services purchased hereunder do not infringe any patent, trade name, trade secret, trademark, copyright, or other intellectual property right of any other party. Should the goods and/or services purchased hereunder become, or in Seller's opinion be likely to become, the subject of a claim of infringement, without limiting any other rights or remedies of Buyer, Seller shall have the right, at Seller's option and sole expense, to (i) procure for Buyer the right to continue using such goods and/or services, (ii) replace or modify the goods and/or services to become non-infringing, or (iii) accept a return of the goods and refund to Buyer all amounts paid by Buyer.

1.9 Insurance. Seller will maintain and cause its subcontractors to maintain during the term of this Agreement and any purchase order insurance in categories and amounts sufficient to satisfy Seller's obligations hereunder, including, without limitation, worker's compensation, automobile, product liability, and general liability insurance. At Buyer's request, Seller shall furnish Buyer with certificates of insurance from Seller's insurance carrier(s) relating to coverage set forth in this section. Buyer may, at its sole option, specify minimum levels of insurance and require Seller to name Buyer as an additional insured. Seller waives any right of subrogation that it or its insurance carriers may have against Buyer with respect to claims submitted by Seller's employees under Seller's worker's compensation insurance.

1.10 Payment Terms.

(a) Invoices will be paid 60 days from the date that goods or related services are received at Buyer unless otherwise stated on the purchase order or agreed to in writing by both parties. If Buyer receives Seller's invoice prior to such receipt of goods or services, the terms of payment shall be measured from date of such receipt of goods or services rather date of receipt of invoice.

(b) All invoices for goods or services provided hereunder shall be directed to Buyer's Purchasing Department. Seller agrees that it shall have no lien, and hereby waives its right to any lien, whether statutory, regulatory, under common law or otherwise, upon any shipment, or portion thereof, regardless of whether any charges are outstanding.

1.11 Setoff. Buyer shall be entitled at all times to set off any amount owing, for any reason, at any time, from Seller to Buyer or any of its affiliated companies against any amount payable at any time by Buyer in connection with the purchase order.

1.12 Confidentiality. Seller agrees that any information it obtains about Buyer's existing or proposed products, manufacturing facilities or processes, and any other non-public information of Buyer is Buyer's confidential information. Seller agrees that it will maintain Buyer's confidential information in confidence, will not disclose or disseminate the information to any third party, without Buyer's express, prior written consent, and will use the information only for the purposes of fulfilling its obligations under this Agreement or any purchase order. Seller agrees that it will disclose the confidential information provided

by Buyer only to Seller's employees, officers, directors, and consultants who (1) have signed agreements obligating them to keep the information in confidence, (2) have been advised of the confidential and proprietary nature of the information, and (3) have a need to know the information. The foregoing limitations shall not apply to information which Seller can demonstrate (by its written records) was (1) in the public domain at the time of its disclosure by Buyer, (2) in Seller's possession at the time of its disclosure by Buyer and was not acquired directly or indirectly from Buyer, (3) published or became part of the public domain after its disclosure by Buyer through no act or failure on Seller's part, or (4) obtained by Seller from a third party not owing obligations of confidence to Buyer. Seller agrees that the information disclosed shall not be deemed to be in the public domain or in Seller's possession merely because it is embraced by more general information in the public domain or in Seller's possession, or merely because individual items of the information are in the public domain or Seller's possession.

1.13 Attorney's Fees. In the event either party to this Agreement or any purchase order brings suit to enforce or interpret any part of this Agreement or the purchase order, the party determined to be the party prevailing shall be entitled to recover as an element of costs of suit, and not as damages, in addition to all other sums that either party may be called on to pay, a reasonable sum for attorney's fees.

1.14 Waiver. The failure of Buyer to enforce at any time, for any period of time, any of the provisions of this Agreement or any purchase order shall not constitute a waiver of such provisions nor of Buyer's right to enforce each and every provision. Seller acknowledges and agrees that Buyer's rights under this Agreement are cumulative and not elective or limiting.

1.15 Assignments; Severability. Seller may not assign, delegate, or transfer (whether by sale of assets, equity, merger, operation of law, or otherwise) its rights, duties, or obligations hereunder without the prior written approval by Buyer, and any attempted assignment, delegation, or transfer without such consent shall be void *ab initio*. Seller shall not subcontract any substantial portion of the work to be performed by it under the purchase order without the prior written consent of Buyer. If all or part of any provision hereof shall become or be declared unlawful, the rights and obligations of Seller and Buyer shall be reduced only as much as is necessary to remove the illegality.

1.16 Termination. Buyer may at any time by written notice terminate for its convenience or cancel for Seller's breach, all or any part of the purchase order. If the purchase order is canceled for Seller's breach of this Agreement, or failure to make sufficient progress, Seller shall have no claim against Buyer for any costs incurred or any profit with respect to the terminated or canceled portion of the purchase order. If the purchase order is otherwise terminated by Buyer, Seller shall be paid an equitable amount to cover only Seller's direct costs incurred prior to termination, provided however, that no amount shall be paid for any anticipatory profits and the total amount shall not exceed the purchase order price for the remaining goods or services terminated. If Seller, in Buyer's judgment, is failing to make sufficient progress so as to endanger performance of the purchase order, Buyer may seek a written adequate assurance of performance from Seller. If Seller fails to furnish Buyer such written assurance within 10 days (or such further period as Buyer may grant) after receipt of Buyer's written request for assurances, Seller shall be considered to be in breach. In no event shall a claim be asserted by Seller or honored by Buyer for loss of expected profits, or for any consequential or incidental damages, due to cancellation.

1.17 Force Majeure; Supply Chain Disruption.

(a) If Seller is unable to produce, sell or deliver any goods or services covered by this Agreement, or Buyer is unable to accept delivery, buy or use any goods or services covered by this Agreement, as a result of natural disasters, fires, floods, windstorms, severe weather,

explosions, riots, wars, acts of terrorism, sabotage, labor problems (including lockouts, strikes and slowdowns), and general power failures affecting a region, or another event or occurrence beyond the reasonable control of the affected party and without such party's fault or negligence (a "Force Majeure Event"), then any delay or failure to perform under this Agreement that results from such Force Majeure Event will be excused for only so long as such Force Majeure Event continues. The affected party shall give written notice of any Force Majeure Event and resulting delay (including the anticipated duration of the delay) to the other party as soon as possible after the Force Majeure Event (but in no event more than three (3) days thereafter). During any delay or failure to perform by Seller, Buyer may (i) purchase substitute goods from other available sources, in which case the quantities under a specific purchase order will be reduced by the quantities of such substitute goods and Seller will reimburse Buyer for any additional costs to Buyer of obtaining the substitute goods compared to the prices set forth in this Agreement and/or (ii) have Seller provide substitute goods from other available sources in quantities and at times Buyer requests and at the prices set forth in this Agreement. If Seller fails to provide adequate assurances that any delay will not exceed thirty (30) days or if any delay lasts more than thirty (30) days, Buyer may terminate this Agreement without any liability to Seller or obligation to purchase raw materials, work-in-process or finished goods.

(b) As soon as Seller anticipates or learns of any impending strike, labor dispute, work stoppage or other disruption of its supply chain that might affect the delivery of goods to Buyer, Seller will immediately notify Buyer of such potential disruption and upon Buyer's request Seller will use its best efforts to produce (and locate in an area that will not be affected by any such disruption) a finished inventory of goods in quantities sufficient to ensure the supply of goods to Buyer for at least thirty (30) days after such disruption commences. In the event any Force Majeure Event causes Seller to be unable to meet delivery of goods due to shortages or lack of manufacturing capacity, labor, or materials, Seller shall allocate its then existing resources (including, without limitation, inventory, labor, and manufacturing capacity) with priority to Buyer's delivery requirements.

1.18 Indemnity. To the fullest extent permitted by law, Seller shall indemnify, defend and hold harmless Buyer, its affiliates, and their respective officers, directors, employees, agents, and consultants (collectively, "Indemnitees") from and against any and all claims, liabilities, losses, judgment, actions, administrative proceedings, costs, expenses, penalties, fines, damages and expenses (including, without limitation, reasonable attorneys' fees and expenses, and reasonable accountants' and other fees and expenses incurred in the investigation or defense of any of the same or in asserting, preserving or enforcing any rights) (each a "Loss" and collectively "Losses"), resulting from (i) any acts or omissions of Seller, its employees, subcontractors, or suppliers, or anyone for whose acts any of them may be responsible, (ii) Seller's failure to comply with any of its obligations under this Agreement, (iii) any illness, injury, death or property damage related to any goods provided by Seller under this Agreement; and (v) any claim of infringement of any intellectual property right related to the goods or services provided by Seller to Buyer. This indemnity obligation shall apply regardless of whether the event giving rise to the indemnity obligation is caused in part by the negligence of an Indemnitee, but shall not apply as to a particular Indemnitee if the loss is caused solely by the gross negligence or willful misconduct of such Indemnitee; in which case, the indemnification provisions provided for hereunder shall still apply to all other Indemnitees. This indemnity obligation shall survive completion of the services or delivery of goods, or earlier termination of this Agreement.

ARTICLE 2 SPECIFIC TERMS FOR THE PURCHASE OF GOODS

The following terms shall apply to any goods purchased by Buyer, and in the event of any conflict of the following terms with any other

terms and conditions of this Agreement, the terms in this Article 2 shall control.

2.1 Receipt; Inspection; Warranty. Buyer shall receive the goods at the Buyer facility designated in the purchase order and inspect the goods in accordance with Buyer's customary procedures as in effect from time to time. Seller expressly warrants the goods furnished hereunder shall be merchantable, fit for the intended use, free from defects in design, workmanship and material; shall conform to the specifications, drawings, samples or other description furnished to or specified by Buyer and shall meet the performance requirements of the purchase order. In the event of non-compliance, Buyer may, at its option, (a) retain the goods with an equitable adjustment in the price; (b) have the goods repaired or replaced at the Buyer's designated location (at Seller's expense); or (c) return the goods at Seller's expense for a full refund. The initial inspection performed by Buyer upon receipt of the goods is a conditional acceptance and shall not waive the right of Buyer to return to Seller goods which exhibit or develop defects due to latent causes during or after installation or testing of the end product.

2.2 Changes. Buyer may, by written notice at any time prior to shipment, make changes in any one of the following: applicable drawings, designs or specifications, method of shipment or packing, and place or time of delivery. To the extent any change causes an increase or decrease in the cost of or time required for performance of the purchase order, an appropriate equitable adjustment shall be made. Any claim by Seller for adjustment pursuant to such change must be asserted in writing within 15 days from receipt of the change. Seller shall furnish such documentary evidence as Buyer may reasonably request substantiating the proposed adjustment. Failure to agree to an adjustment shall not excuse Seller from proceeding with the purchase order as changed.

2.3 Price Adjustment. Except as otherwise provided herein, Buyer will not accept shipment at any increase in price above that indicated on the purchase order. Any general price decrease announced by Seller in classification of goods or services similar to the items described on the purchase order shall automatically reduce the price thereof by a comparable percentage.

2.4 Extra Charges. No charges of any kind, including charges for boxing or cartage, will be allowed unless specifically agreed to by Buyer in writing. Pricing by weight, where applicable, covers net weight of goods, unless otherwise agreed.

2.5 Time of Delivery and Title Transfer.

(a) The delivery dates indicated by Buyer for the goods or services to be supplied under the purchase order are of the essence. Failure to meet agreed upon delivery shall be considered breach of the contract; furthermore, Seller agrees to pay to Buyer any penalty and damages imposed upon or incurred by Buyer for failure of Seller to deliver goods or services on such delivery dates.

(b) Unless otherwise agreed in writing, Seller shall not make commitments for material or production in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule. Any commitments by Seller for excess material or production is at Seller's sole risk. Goods shipped to Buyer in advance of schedule may be returned to Seller at Seller's expense. Buyer may reschedule the delivery of any unshipped product for later delivery within 90 days of the originally scheduled delivery date.

(c) Unless otherwise expressly stated on the purchase order, all shipments will be DDP (INCOTERMS 2010) to the Buyer's designated location; provide, however, that Buyer may specify the carrier to be used by Seller and may provide Buyer's carriage rate. Buyer may also specify the customs broker to be used for imports into the United States. Transfer of title to goods occurs only at the time the goods are physically received by Buyer at the Buyer's designated location.

2.6 Customs-Trade Partnership Against Terrorism. To the extent any goods covered by this Agreement are to be imported into the United States of America, Seller shall comply with all applicable recommendations or requirements of the Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism ("C-TPAT") initiative. Upon request, Seller shall certify in writing its compliance with the C-TPAT initiative.

2.7 Sales and Use Tax Exemption. Except for purchases of capital equipment and commodity goods, it is hereby certified that the goods described herein are exempt from the sales and use tax, unless otherwise noted, for the reason that such property is purchased for resale or will become an ingredient or component part of or be incorporated into or used or consumed in, a manufactured product produced for ultimate sale at retail. If the goods described on the purchase order are purchased tax exempt and subsequent use makes this property taxable, Buyer will assess and pay tax to the appropriate state

2.8 Reservation of Rights. Buyer expressly reserves all rights and remedies which are available to it at law or equity including, but not limited to, rights and remedies set forth in the Pennsylvania Uniform Commercial Code.

2.9 Over-shipments of Goods Purchased Hereunder. Seller is instructed to ship only the quantity(ies) specified in the purchase order. However, any deviation caused by conditions of loading, shipping, packing or allowances in manufacturing processes may be accepted by Buyer according to the over-shipment allowance indicated on the face of the purchase order. If no allowance is shown, it shall be zero percent (0%). Buyer reserves the right to return any over-shipment in excess of the allowance at the Seller's expense.

2.10 Packing and Shipping; Misbranding.

(a) Seller shall ship all goods using good commercial practices customary in the industry; provided that Buyer may specify specific shipping instructions and requirements for any purchase order. Unless otherwise instructed by Buyer in the applicable purchase order, Seller agrees to insure that shipments are properly packed and described in accordance with Buyer specifications, applicable carrier regulations, and federal, state, and local laws and regulations. Shipments will be made at the lowest freight charges.

(b) Seller hereby guarantees and warrants that none of the goods shipped pursuant to a purchase order will be at the time of such shipment adulterated or misbranded within the meaning of the Federal Hazardous Substances and Labeling Act or any similar state and local laws.

2.11 Return of Goods Purchased Hereunder. Defective goods shall be returned freight collect to Seller. Replacement goods shall be sent freight prepaid from Seller, who will absorb the burden of premium transportation when defect or replacement goods places critical time or delivery schedule constraints on Buyer.

2.12 Notices. All notices required or permitted to be given in connection with the purchase order shall be in writing and shall be

hand-delivered, delivered by nationally recognized overnight courier with proof of delivery, or deposited in the mail, certified with return receipt requested, addressed to such other party at its address shown on the purchase order. If hand-delivered, notice will be deemed to have been given when delivered. If delivered by overnight courier, notice will be deemed to have been given on the date shown on the proof of delivery; if sent by certified mail, notice shall be deemed to have been given on the date shown on the return receipt.

**ARTICLE 3
SPECIFIC TERMS FOR THE PURCHASE OF SERVICES**

The following terms shall apply to any services purchased by Buyer, and in the event of any conflict of the following terms with the above terms and conditions, the terms in this Article 3 shall control.

3.1 Independent Contractor. Seller is an independent contractor and is not an employee or agent of Buyer. Seller shall not have the right to incur any obligations whatsoever on the part of Buyer. Payments to be made to Seller for services purchased hereunder shall not be subject to withholding for income tax, social security, or unemployment compensation. Seller understands that Buyer may be required to report payments to Seller to State and Federal income taxing authorities.

3.2 Seller's Representations. Seller represents and warrants that it has substantial experience and expertise in providing the services of the type purchased hereunder and has the expertise, the personnel, and resources to perform such services in a manner which meets Buyer's quality and performance requirements. Seller shall provide any services purchased hereunder without the assistance of Buyer's personnel or the use of Buyer's equipment except as authorized in writing by Buyer. Seller agrees that Buyer has entered into this Agreement in reliance upon these representations.

3.3 Seller's Employees on Buyer's Property. Any portion of services purchased hereunder to be provided on Buyer's premises by Seller's employees, agents, or contractors shall be performed by properly qualified, trained, and supervised personnel. Seller shall instruct all of its employees, agents, and contractors that they shall (a) enter and leave Buyer's premises in compliance with Buyer's site entry and exit procedures, (b) conduct themselves on Buyer's premises in a professional and workmanlike manner and in full compliance with Buyer's rules for site security, environmental compliance, and health and safety, and (c) that they shall not engage in any activities that could be deemed harassing (including sexual harassment) or discriminatory.

3.4 Quality; Termination. Notwithstanding any other provision of this Agreement, all services provided by Seller shall be subject to approval and acceptance by Buyer, and shall be performed to Buyer's satisfaction. Buyer may terminate this Agreement as to any service provided by Seller at any time, and unless otherwise agreed in writing by Buyer and Seller, without liability for any unperformed services, but Buyer shall retain liability for any obligations under this Agreement with respect to services actually performed by Seller prior to the date of any termination.