

#### PURCHASE ORDER TERMS AND CONDITIONS:

1. ACCEPTANCE: This purchase order is an offer by Detex Corporation to the Seller which will become a binding contract on the terms and conditions contained on both sides of this purchase order when it is accepted by the Seller. The Seller may accept by shipping against this purchase order, or by signing the acknowledgment copy of this purchase order, or by sending Detex Corporation the Seller's own acknowledgment form. Acceptance is expressly limited to the terms and conditions of this purchase order, and in no event, shall any of the terms and conditions contained, in Seller's acceptance, whether by acknowledgment or otherwise, vary the terms of this purchase order.

2. INSPECTION: Seller's facilities and equipment, the articles to be shipped and the work to be performed shall at all times and places be subject to Detex's inspection and acceptance. The Seller shall have on file at the plant, subject to audit by Detex, adequate data showing the presence in each article, including all component's and raw materials incorporated therein, of the physical and chemical properties required by the applicable specification; Seller also shall impose the same requirements on its subcontractors. Seller agrees, on request by Detex, to provide Detex with a written statement of the place(s) and country(s) of manufacture or production of the articles supplied hereunder.

3. WARRANTY: Seller warrants that each article delivered hereunder and the materials and components incorporated therein shall be free from defects in material, workmanship and, if designed by seller, design, shall satisfy all requirements of samples, drawings and specifications referred to or incorporated herein or supplies Seller in connection herewith and shall be merchantable and fit for Detex's intended purpose. Seller further warrants that any services ordered hereunder or work performed in connection herewith will be done by careful, efficient, qualified persons in the best and most workmanlike manner and will conform to the highest standards applicable in the trade. This warranty shall survive acceptance and payment by Detex. Seller agrees to indemnify and save Detex harmless from any loss, penalty or damages arising out of or related to any breach of warranty. It is understood and agreed that tender of nonconforming articles will substantially impair the value of the entire order and may cause Detex special damage. The warranties, rights and remedies provided Detex herein are not exclusive and are in addition to any other warranties, rights or remedies provided by law or in equity, all warranties, rights and remedies being cumulative.

4. DEFAULT: Should Seller fail or refuse to perform or comply, or so fail to make progress as to endanger performance or compliance, with any provision of this order, including those relating to warranties and delivery; or if Seller becomes insolvent or bankrupt, makes an assignment for benefit of creditors or admits in writing its inability to pay its debts as they mature or a petition of any type is filed by or against Seller under any bankruptcy or other law for relief of debtors, Detex in each and every such event may cancel this order in whole or in part without liability by written or telegraphic notice to Seller. Seller agrees to indemnify and save Detex harmless from any loss, penalty or damages resulting from or arising in connection with Seller's failure to make progress or refusal or failure to perform or comply with any provision of this order. Anything contained in the preceding sentence to the contrary notwithstanding, Seller shall not be liable for loss or damage resulting from delay or default due to causes beyond its and its subcontractor's control and without the fault or negligence of either if Seller notifies Detex in writing of such delay or default and its cause, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule. The rights and remedies provided Detex herein are not exclusive and are in addition to any other rights or remedies provided by law or in equity, all rights and remedies being cumulative.

5. MATERIALS, TOOLS AND EQUIPMENT PAID FOR OR FURNISHED BY DETEX: Such property shall be maintained by Seller in good and usable condition, reasonable wear and tear excepted.

6.) INTELLECTUAL PROPERTY INDEMNIFICATION: BY ACCEPTANCE OF THIS ORDER, SELLER AGREES TO INDEMNIFY DETEX AGAINST ALL CLAIMS, JUDGMENTS, DECREES, COSTS AND EXPENSES AND ATTORNEY FEES, INCIDENT TO ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE DRESS OR OTHER INTELLECTUAL PROPERTY ARISING OUT OF THE USE, SALE, LEASE OR OTHER DISPOSITION BY DETEX OR ITS CUSTOMERS OF ARTICLES OR

MATERIALS COVERED BY THIS ORDER FOR THE USE THEREOF BY DETEX IN THE MANUFACTURE AND SALE OF PRODUCTS, AND SELLER AGREES THAT IT WILL, UPON REQUEST OF DETEX AND AT SELLER'S OWN EXPENSE, DEFEND OR ASSIST IN THE DEFENSE OR ANY ACTION WHICH MAY BE BROUGHT AGAINST DETEX OR ITS CUSTOMERS FOR SUCH CLAIMED INFRINGEMENT. DETEX AGREES TO NOTIFY SELLER PROMPTLY UPON RECEIPT OF NOTICE OF INFORMATION OF SUCH SUIT.

7. INFORMATION DISCLOSED BY SELLER: Unless otherwise agreed to in writing by Detex, any information disclosed to Detex by Seller in connection with the purchase covered by this order, shall not be deemed to be confidential or proprietary information and shall be acquired without restrictions as part of the consideration for this order.

8. COMPLIANCE WITH LAWS: The articles furnished and work performed hereunder by Seller shall comply both as to production and manufacturer with all applicable national and local rules of the United States or any other country; including, in the United States, but not limited to, the Act of September 2, 1964 (41 USC 5154), as amended. The Seller will indemnify Detex against liability on account of any non-compliance with such laws, rules or regulations. A Seller supplying articles manufactured or produced in the United States agrees to furnish on each invoice a statement (in form approved by U.S. Department of Labor) certifying that the items covered by such invoice were produced, manufactured and delivered in accordance with the Fair Labor Standards Act of 1938, as amended, and all regulations and orders issued thereunder.

9. WAIVER: Failure or delay on the part of Detex to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any other subject, right, power or privilege.

10. INDEMNITY AND INSURANCE: Seller shall defend, indemnify and protect Detex Corporation against all claims, liabilities, losses and damages due to injury or to death of any person and damage to or loss of any property arising out of or any improper performance or negligent work under this order, or arising out of allegedly defective material or workmanship in the goods or services provided under this order, or out of any act or omission of an employee or agent of Seller and its subcontractors. Seller agrees to maintain adequate workmen's compensation, public liability and property damage insurance and, when requested by Detex, furnish acceptable certificates evidencing such insurance.

11. ENTIRE AGREEMENT: This purchase order shall constitute the entire agreement of the parties thereto and shall supersede all prior offers, negotiations, and agreements on the goods or services covered by this order. No modification of this purchase order shall be binding upon Detex Corporation unless made in writing and signed by its authorized representative.

12. GOVERNING LAW: This purchase order agreement shall be governed by and construed according to the laws of the State of Texas.

13. EQUAL OPPORTUNITY CLAUSE: Seller agrees that the following provisions are hereby made a part of the Contracts of Sale above mentioned between it and Buyer: (Executive Order 11246, as amended by Executive Order 11375).

The provisions of the Equal Opportunity clause prescribed by Executive Order 11246, as amended by Executive Order 11375 and 12086, as implemented by Title 41, Code of Federal Regulations, Section 60-1-4, are incorporated.