

TERMS AND CONDITIONS FOR PURCHASE ORDERS

Supplier agrees that the following Terms and Conditions (“Terms and Conditions”) and the conditions set forth in accompanying “Quality Clauses for Suppliers” are incorporated into and govern all purchase orders (the “Purchase Order”) between Supplier and _____ (the “Company”):

PRICE. If price terms are omitted from the Purchase Order, the price of the goods shall be \$_____ per gallon

TAXES. Unless otherwise expressly set forth in the Purchase Order or required by applicable law, all prices do not include taxes and duties or other governmental fees.

PAYMENT & INVOICING. To be inserted by Supplier

DELIVERY. Product must be made available for pickup at scheduled times as identified under delivery schedule “A:” Buyer is responsible for shipping expenses and shipping arrangements. Supplier must immediately advise Company if any product cannot be delivered as ordered by the stated date.

PARTIAL SHIPMENT: At Company’s option, in the event of shipment or receipt of less than all products ordered, Company may either accept shipment and pay only for the products received, pro rata, based on the unit price of the item ordered, or reject the entire shipment.

LATE SHIPMENT: Company reserves the right to cancel the Purchase Order or any portion thereof if delivery is not made when and as specified. Company may reject the late delivery without cancellation of the Purchase Order as to other subsequent required deliveries. Each shipment required under the Purchase Order is to be considered separately, and Company’s right to reject a late delivery shall not be affected by acceptance of other late deliveries by Supplier.

INSPECTION AND TESTING: All products shall be subject to inspection and approval by Company prior to pickup of the product. Company reserves the right to reject any products. that are non-conforming to the product specifications or quantities or in any other way unsuitable for its purposes as a disinfectant Company reserves the right to require replacement of rejected products, ..

ACCEPTANCE: Acceptance of the Purchase Order may be evidenced by the Supplier or his authorized agent by written notice of acceptance.

CHANGES: Company reserves the right at any time prior to shipment to make changes as to:

(i) schedule of pickup which must be less than 24 days from original scheduled pick up.

CANCELLATION: Upon notice of a default by Supplier from Company of any of its material obligations hereunder, Company may, in addition to any other rights or remedies it may have, cancel the Purchase Order from Supplier. However the supplier shall have 5 days to propose a remedy and 10 business days to effect the remedy before Company can cancel the purchase order. If Supplier becomes insolvent, a petition is filed for reorganization of Supplier or for its adjudication as a bankrupt, Supplier makes an assignment for the benefit of its creditors, or a receiver or trustee is appointed for any of Supplier's assets or any other type of insolvency proceeding or formal or informal proceeding for dissolution, liquidation or winding down of the affairs of the Supplier is commenced, Company may cancel this Purchase Order, from Supplier in accordance with law. In the event of any cancellation hereunder, Supplier shall cease any work or delivery and observe any instruction from Company as to work in progress.

INSURANCE: If insurance requirements are not specified in the Purchase Order, Supplier represents that as of the date of the Purchase Order, Supplier maintains comprehensive

general liability insurance in an amount not less than \$1,000,000 combined single limit, worker's compensation insurance as required by law Upon request, Supplier shall provide proof of such insurance coverages naming the Company certificate holder and additionally insured in respect to their operation and representatives. Company reserves the right to increase the mandatory insurance limits to reasonable limits.

PREMISES: Supplier must comply with all reasonable regulations and policies communicated by Company to Supplier concerning Supplier's conduct on Company's premises.

LIMITATION OF LIABILITY: In no event shall Company nor Supplier be liable for any claim of any kind, for any loss, or for any damage arising out of, in connection with, or resulting from the Purchase Order in excess of the price allocable to the products giving rise to such claims. Any action resulting from Company's default as to the Purchase Order must commence within one year after the cause has accrued. Notwithstanding anything herein to the contrary, Neither Company nor Supplier shall have liability for any consequential, special, punitive, incidental or indirect damages.

CONFIDENTIALITY: Supplier acknowledges that it is, may be or will be privy to Confidential Information (as defined below). Supplier agrees it will use the Confidential Information only in furtherance of its work under this Purchase Order and shall not transfer or otherwise disclose the Confidential Information to any third party except as provided for herein. Supplier shall: (i) give access to such Confidential Information solely to those of its employees with a need to have access thereto in furtherance of or in connection with this agreement or as required by applicable law; and (ii) take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that Supplier takes with its own confidential information, but in no event shall Supplier apply less than a

reasonable standard of care to prevent such disclosure or unauthorized use. As used herein, “Confidential Information” means any and all information relating to Company and any of its respective affiliates that may be received by or be provided to Supplier from time to time, including, without limitation, equipment and business specifications, business records or data, trade secrets, and confidential planning or policy matters, business strategies, internal policies, and procedures, matters subject to attorney-client privilege, and any financial or accounting information, the existence of this or any other agreements or communications between Supplier and Company, and the terms of any such agreement, and all data, reports, interpretations, forecasts and records containing or otherwise reflecting information concerning any such person or entity, together with analysis, compilations, studies or other documents, whether prepared by Supplier or Company, which contain or otherwise reflect such information. Supplier shall not use the Company’s name, or the names of its respective subsidiaries or affiliates, in any sales or marketing publication or advertisement, without the prior written consent of Company.

SUPPLIER REPRESENTATIONS AND WARRANTIES: Supplier represents and warrants that:(a) Supplier owns all rights, title and interests in the products and services and has the legal authority to sell, license or otherwise transfer the right to use or sell such items to Company; (b) the products and services covered under the Purchase Order are of good and merchantable quality and free from defects in design, material and workmanship, are safe and conform to applicable specifications, drawings, samples, descriptions and associated documentation provided to Company in writing,;(c) the products and services, and the production and sale thereof, and all warranties, guarantees, representations by Supplier made or authorized to be made in connection therewith are in all respects in compliance with all applicable United States(including applicable import and export regulations), federal, state, local laws, rules, and regulations; d) the goods are fit for the use intended as a disinfectant (e) neither the products,nor their sale or use will infringe any patents, trademarks,

copyrights, trade secrets, or similar intellectual property rights of any third party; (f) unless otherwise specified in this Purchase Order, the goods are new and not used or reconditioned except the shipping container which may be recycled and returned to Supplier clean and ready for filling as per industry standards; and (g) Supplier will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under this Purchase Order.. If supplier is found to be in noncompliance to state or federal law then it will have three business days to propose a remedy acceptable to the Company and 5 business days to implement such remedy thereafter. hereunder.

ASSIGNMENT AND SUCCESSORS. Supplier shall not assign the contract without the prior written authorization of the Company.

GOVERNING LAW; SEVERABILITY. The Purchase Order and these Terms and Conditions shall be governed by and construed in accordance with the law of the State of Utah, without regard to its conflicts of law's provisions. In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Utah, County of Salt Lake. The validity of any provision of the Purchase Order, including its Terms and Conditions, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof, which will otherwise remain in full force and effect.

ENTIRE AGREEMENT. The Purchase Order, the Quality Clauses for Suppliers and these Terms and Conditions constitute the entire agreement and understanding between the parties with respect to the subject matter contained in the Purchase Order, the Quality Clauses for Suppliers and these Terms and Conditions, and Company shall not be bound by any other terms, including, without limitation, any terms that may be contained in any acknowledgement, contract, proposals, invoice form, Supplier's web site or correspondence, or other act of Supplier and notwithstanding Company's purchasing department's act of accepting or paying for any shipment or similar act of the purchasing department.