

ARTICLE 1 PURCHASE/SUPPLY TERMS & CONDITIONS**1. Acceptance – Order of Precedence - Modification**

This Purchase Order is for the purchase of goods, services, or goods and services described on the face of the Purchase Order document (collectively, "Goods") and is issued by Customer Inc. identified on the face of this document ("Customer"). The Purchase Order is deemed accepted upon the early return of the acknowledgment copy of the Purchase Order or the commencement of performance by RETLAW Industries. Any reference to RETLAW's quotation, bid or proposal will be deemed acceptance of any term, condition, or instruction contained in that document. These terms and conditions together with the specifications, drawings, or other documents referred to on the face of the Purchase Order, or attached, or any documents incorporated by reference, supersede any prior or contemporaneous communications, representations, promises, or negotiations, whether oral or written, with respect to the subject matter of the Purchase Order. All contract documents related to this Purchase Order are to be interpreted together as one agreement. However, if there is an irreconcilable conflict among the provisions of those contract documents, the following order of precedence applies: a) any consignment agreement; then b) any supply agreement; then c) any contract for labor services; then d) the face of the Purchase Order and any supplemental terms included or incorporated by reference; then e) these general Purchase Order provisions; and finally f) other contract documents agreed to in writing by the parties. No change to or modification of this Purchase Order will be binding upon Customer unless in writing, specifically identifying that it is amending this Purchase Order, and signed, or approved electronically, by an authorized procurement representative of Customer. If Supplier becomes aware of any ambiguities, issues or discrepancies between this Purchase Order and any specification, design or other technical requirement applicable to this Purchase Order, Supplier will immediately submit the matter to Customer for resolution.

2. Delivery, Shipment and Packaging

Actual authorization to purchase/ship shall be Customer's Purchase Order/Contract or as otherwise agreed in writing by the Parties (for example, electronic data interchange, bar code information transfer or other agreed methods) RETLAW will deliver Goods in accordance with the quantities and date(s) specified on the Purchase Order or the Purchase Order schedule releases. If delivery dates are not stated, RETLAW will offer its best delivery date(s), which will be subject to acceptance by Customer. Unless otherwise directed, all Goods shipped in one day from and to a single location must be consolidated on one bill of lading or air waybill, as appropriate. RETLAW will, at its expense, deliver Goods by the most expeditious shipping method if the delivery schedule is endangered for any reason other than Customer's fault. If Goods are delinquent to Customer's requirements, RETLAW will grant Customer first priority for Goods allocation and shipment. Customer reserves the right to reject, at no expense to Customer, all or any part of any delivery that varies from the quantity authorized by Customer for shipment. RETLAW will not make any substitutions without Customer's prior written approval. All items will be packaged in accordance with Customer's instructions or, if none are specified, in accordance with good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. Customer will not be liable for any discharge, spill or other environmental incident (including clean-up costs) involving any Goods shipped under the Purchase Order until received by Customer. All containers will be properly marked for identification per the instructions on Customer's Purchase Order and contain a packing slip that details, at a minimum, the Customer Purchase Order number(s), product part number, detailed product description, total number of boxes in shipment, quantity of product shipped, and final delivery address. Items shipped in advance of Customer's delivery schedule may be returned at RETLAW's expense. For domestic shipments, if requested by Customer, and for all international shipments, RETLAW will give notice of shipment to Customer when the Goods are delivered to a carrier for transportation. The Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading and air Way bills.

All Goods, unless specifically exempted by the destination country's governing authorities, must be marked with the country of origin (manufacture) of the Goods in a conspicuous place as legibly, indelibly, and permanently as the nature of the article or container permits.

Within one business day after RETLAW delivers the Goods to the carrier, RETLAW will send Customer a complete set of shipping documents including the commercial invoice, packing list, and air waybill or three original parts of the combined through bill of lading, clean without notation, necessary to release the Goods to Customer's custody.

3. Notice of Delay

Whenever anything delays or threatens to delay the timely performance of the Purchase Order, RETLAW must immediately notify Customer in writing of all relevant information with respect to such delay.

4. Excusable Delay (Force Majeure)

Neither party will be in default for any delay or failure to perform hereunder due to causes beyond its control and without its fault or negligence; provided, however, that any delay or failure to perform caused by the default of a sub-tier RETLAW or RETLAW will be excused only if (a) it is beyond the control of both RETLAW and its sub-tier RETLAW(s) and without the fault or negligence of any of them, and (b) the Goods to be furnished cannot be obtained from other sources in sufficient time to permit RETLAW to meet the delivery schedule. RETLAW's ability to sell Goods at a more advantageous price or RETLAW's economic hardship in buying materials or processing necessary for manufacture of the Goods will not constitute an excusable delay event. The party affected by an excusable delay will promptly provide written notice to the other, explaining in detail the full particulars and expected duration of the excusable delay, and will use its best efforts to remedy the delay if it is capable of being remedied. If RETLAW's delivery is delayed, Customer may, at Customer's sole option, cancel deliveries that had been scheduled during the excusable delay period or elect to extend the period of performance commensurate with the period of delay caused by the excusable delay. If an excusable delay occurs that affects delivery of Goods to Customer, RETLAW will allocate its available supply of Goods in a manner that assures Customer of at least the same proportion of RETLAW's total output of Goods as was allocated to Customer prior to the excusable delay event.

5. Risk

If the Goods will be transported from RETLAW's location in the U.S. to Customer's location in the U.S.A., unless otherwise specified on the face of the Purchase Order or in a separate agreement, the F. O. B. point is RETLAW location. When the F. O. B. point is RETLAW's location, Customer bears all risk of loss or damage to the Goods and title passes to Customer upon delivery of the Goods to the carrier designated or approved by Customer. The foregoing does not relieve RETLAW of any responsibility for hidden damages discovered after acceptance of the Goods. Customer may direct RETLAW to ship the Goods to Customer or to any third party designated by Customer.

6. Customer-Supplied Materials, Tooling, Equipment and Technical Data

Title to any material, tooling, equipment or technical data that Customer pays for or provides to RETLAW, including replacements thereof ("Customer Property"), will remain or vest with Customer. RETLAW will conspicuously label Customer Property as such, maintain it in good condition, keep written records of the Customer Property in its possession and the location of such property, not allow any liens to be placed upon it, and not change its location without prior written approval from Customer. RETLAW is responsible for inspecting and determining that the Customer Property is in useable and acceptable condition. RETLAW will use Customer Property exclusively for the performance of Customer Purchase Orders unless otherwise authorized in writing by Customer's procurement representative. Customer Property is intended for use at the RETLAW's site only or as otherwise authorized in writing by Customer's procurement representative and, to the extent applicable, is subject to U.S.A. and other government export or re-exports requirements. RETLAW is responsible for any loss, damage, or destruction of Customer Property and any loss, damage or destruction of any third party property resulting from RETLAW's negligent use of Customer Property. RETLAW will not include the cost of any insurance for Customer Property in the prices charged under this Purchase Order. RETLAW will return Customer Property or dispose of it at Customer's sole option in accordance with

Customer's written directions. Customer makes no representations and disclaims all warranties (express or implied) with respect to Customer Property.

7. Price

RETLAW will furnish the Goods at the prices stated on the face of the Purchase Order. If prices are not stated on the face of the Purchase Order, RETLAW will offer its lowest prices subject to written acceptance by Customer. RETLAW warrants that the prices charged for the Goods delivered under the Purchase Order are the lowest prices charged by RETLAW to any of its external customers for similar volumes of similar Goods. If RETLAW charges any external customer a lower price for a similar volume of similar Goods, RETLAW must notify Customer and apply that price to all Goods ordered under the Purchase Order. If at any time prior to full performance of the Purchase Order Customer notifies RETLAW in writing that Customer has received a written offer from another RETLAW for Goods similar to those to be provided under the Purchase Order at a price lower than the price set forth in the Purchase Order, RETLAW is obligated to immediately meet the lower price for any undelivered Goods.

8. Invoicing and Payment

After each shipment made or service provided, RETLAW will submit an invoice listing a description of the Goods provided and, as applicable, part numbers, quantity, and unit of measure, hours, and the unit and total prices. Any incidental charges such as royalties, selling commissions, non-recurring engineering/engineering support, or other incidental charges must be separately itemized and identified on the invoice. The invoice must also include the following information in English, or in the destination country's official language if required: (a) name and address of RETLAW and the Customer entity purchasing the Goods; (b) name of shipper (if different from RETLAW); (c) Customer's Purchase Order number(s); (d) country of export; (e) detailed description of the Goods; (f) Harmonized Tariff Schedule number; (g) country of origin (manufacture) of the Goods, or if multiple countries of origin, the country of origin of each part shipped; (h) weights of the Goods shipped; (i) currency in which the sale was made; (j) payment terms; (k) shipment terms used; and (l) all rebates or discounts. The invoice will be accompanied (if applicable) by a signed bill of lading or express receipt evidencing shipment. Payment of an invoice does not constitute acceptance of the Goods and is subject to appropriate adjustment should RETLAW fail to meet the agreed upon specifications and requirements of the Purchase Order. Payment terms are net 30 days from receipt of invoice and RETLAW's approval of conforming Goods. Payment will be scheduled for the first payment cycle following the net terms for the Purchase Order. All engineering invoices will be paid every two weeks or agreed upon with the Customer.

9. Quality Assurance.

To sustain a quality system that conforms to the requirements set forth in ISO9001; 2008/ ISO 9001:2015 and in accordance with the latest revision of the Customer/RETLAW Approved Quality Management Systems & Quality Procedures.

10. Inspection

All Goods may be inspected and tested by Customer; its customers; higher tier contractors; and end user at all reasonable times and places. If additional inspection or testing is made on RETLAW's premises, RETLAW will provide, without additional charge, all reasonable facilities and assistance required for such inspections and tests prior to agreed upon delivery date(s). In its standard inspection of First Article, In-Process, Final, or with Customer approval of RETLAW Engineering & Production Qualification Samples/Prototypes and testing of the Goods, RETLAW will use an inspection system accepted by Customer in writing. All inspection records, including sub-tier RETLAW records relating to the Goods, will be maintained and made available to Customer during the performance of the Purchase Order, and for such longer periods as may be specified by Customer. Notwithstanding any prior inspection at RETLAW's premises, the manner and place of final inspection and acceptance by Customer will be as determined by Customer upon acceptance of shipment in its sole discretion. No inspection, tests, approval, design approval, or acceptance of the Goods relieves RETLAW from responsibility for RETLAW Warranty Clause or any latent defects, fraud, or negligence. If the Goods are

defective or otherwise not in conformity with the requirements of the Purchase Order, Customer may, by written notice to RETLAW: (a) rescind the Purchase Order as to such Goods; (b) accept such Goods at an equitable reduction in price; or (c) reject such Goods and require the delivery of replacements. Delivery of replacements will be accompanied by a written notice specifying that such Goods are replacements. If RETLAW fails to deliver required replacements promptly, Customer may correct any retained defective or nonconforming Goods at RETLAW's expense; replace them with Goods from another supplier and charge RETLAW the cost thereof, including coverage part cost, and any incidentals costs; or terminate this Purchase Order for cause.

11. Changes

Customer may, by written or electronic notification, direct changes in the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Goods; reschedule the services; or require additional or diminished services. Only authorized Customer procurement representatives may issue changes to the Purchase Order. If any change causes an increase or decrease in the cost of, or the time required for, performing this Purchase Order, an equitable adjustment for reasonable costs will be made in the Purchase Order price, delivery dates or both, and this Purchase Order will be modified in writing or electronically accordingly. Any claim for adjustment under this provision may, at Customer's option, be deemed to be waived unless asserted in writing (including the amount of the claim) and delivered to Customer within 30 days from the date of the receipt by RETLAW of the Customer-directed change to the Purchase Order. If the cost of property made obsolete or excess as a result of a change is paid by Customer, Customer may prescribe the manner of disposition of the property.

12. Design and Process Changes

Supplier will make no changes to the design, materials, manufacturing location, or processes specified in the Purchase Order or documents referenced therein, or if none, those in place at time of issuance of the Purchase Order, without the advance written approval of Customer's procurement representative. Changes to a process include, but are not limited to, changes to the production process, changes in manufacturing equipment, or changes between a manual and automated process. This requirement applies whether or not there is a cost impact associated with the change and regardless of the type of change, including product improvements.

13. Stop Work

Customer may, at any time by written notice and at no cost, require RETLAW to stop all or any part of the work under the Purchase Order for a period of up to 10 (ten) days (Stop Work Order), and for any further period as RETLAW and Customer may agree. Immediately upon receipt of a Stop Work Order, RETLAW will comply with its terms. At any time during the stop work period, Customer may, in whole or in part, either cancel the Stop Work Order or terminate the work in accordance with the Termination Section of the Purchase Order. To the extent the Stop Work Order is canceled or expires, RETLAW must resume work and RETLAW will establish new lead times, price and delivery schedule.

14. Termination

The non-breaching party may terminate this Purchase Order if the other party commits a material breach and fails to remedy the breach within 45 calendar days following receipt of written notice specifying the grounds for the breach. A material breach includes, but is not limited to, failure to deliver, late delivery or delivery of non-conforming Goods. The solvent party may terminate this Purchase Order upon written notice if the other party becomes insolvent or if any petition is filed or proceedings commenced by or against that party relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Termination of RETLAW by Customer under this Article will entitle Customer to all damages and remedies available at law or equity. Notwithstanding any firm time period or quantity, Customer may terminate the Purchase Order in whole or in part at any time with cause with respect to undelivered Goods or unperformed services upon 30 days' prior written notice. If Customer terminates the Purchase Order as identified above, Customer's sole liability to

RETLAW, and RETLAW's sole and exclusive remedy, is payment for Goods received and accepted by Customer prior to the date of termination, payment for which can be set off against any damages to RETLAW. Upon termination, Customer may require RETLAW to transfer title and deliver to Customer for any materials, in-process materials, completed Goods and Customer will pay RETLAW Purchase Order price for such Goods subject to set off against any damages to Customer. To the extent that any portion of this Purchase Order is not terminated pursuant above, RETLAW will continue performance of that portion.

15. General Indemnification

RETLAW will, at its expense, defend, indemnify and hold harmless Customer and its subsidiaries, affiliates and agents, and their respective officers, directors, shareholders, and employees, and Customer's customers (collectively "Indemnitees") from and against any and all loss, cost, expense, damage, claim, demand or liability, including reasonable attorney and professional fees and costs and the cost of settlement, compromise, judgment or verdict incurred by or demanded of an Indemnitee arising out of, resulting from or occurring in connection with RETLAW's negligence, willful misconduct, or breach of the terms of the Purchase Order. Prior to service or filing of any significant pleading, motion, brief, discovery response or other document on behalf of Customer, RETLAW will provide such documents to Customer for review and approval, which will not be unreasonably withheld. In no event will RETLAW enter into any settlement without Customer's prior written consent, which will not be unreasonably withheld.

Customer will, at its expense, defend, indemnify and hold harmless RETLAW and its subsidiaries, affiliates and agents, and their respective officers, directors, shareholders, and employees, and RETLAW's suppliers (collectively "Indemnitees") from and against any and all loss, cost, expense, damage, claim, demand or liability, including reasonable attorney and professional fees and costs and the cost of settlement, compromise, judgment or verdict incurred by or demanded of an Indemnitee arising out of, resulting from or occurring in connection with Customer's negligence, willful misconduct, or breach of the terms of the Purchase Order. Prior to service or filing of any significant pleading, motion, brief, discovery response or other document on behalf of RETLAW, Customer will provide such documents to RETLAW for review and approval, which will not be unreasonably withheld. In no event will RETLAW enter into any settlement without RETLAW's prior written consent, which will not be unreasonably withheld.

16. Intellectual Property Indemnification

With respect to the Goods provided hereunder, RETLAW will, at its expense, indemnify and hold harmless reasonable attorney and professional fees and costs and the cost of settlement, compromise, judgment or verdict incurred by or demanded from Indemnitees arising out of, resulting from, or occurring in connection with any alleged: (a) patent, copyright or trademark infringement; (b) unlawful disclosure, use or misappropriation of a trade secret; or (c) violation of any other third party intellectual property right, and from expenses incurred by Indemnitees in defense of such suit, claim or proceeding. RETLAW will have the right to conduct the defense of any such claim or action and, consistent with Indemnitees' rights hereunder, all negotiations for its settlement; provided, however, in no event will RETLAW enter into any settlement without Customer's prior written consent, which will not be unreasonably withheld. Indemnitee may participate in such defense or negotiations to protect its interests. If any injunction or restraining order is issued, RETLAW will, at its expense, obtain for Indemnitee either the right to continue to make, use, offer to sell, sell or import the Goods or replace or modify the Goods to make them noninfringing.

17. Insurance

Customer and RETLAW will maintain insurance with a carrier rated a minimum AM Best rated "A", covering at least the following insurance: commercial general liability (including product liability, and for services to be performed, completed operations liability) in a sum no less than \$5 million, automobile liability in a sum no less than \$5 million, worker's compensation in an amount no less than the applicable statutory minimum requirement and employer's liability in an amount of no less than \$1 million.

18. Confidentiality and Intellectual Property

All information, including without limitation specifications, samples, drawings, materials, know how, designs, processes and other technical, business or financial information, that: (a) has been or will be supplied to RETLAW hereunder by or on behalf of Customer; or (b) RETLAW will design, develop or create in connection with the Purchase Order; both as to individual items and/or a combination of components and whether or not completed and all derivatives of (a) and (b) that RETLAW has or will design, develop or create are deemed to be "Confidential Information" of Customer. All of the foregoing Confidential Information is deemed to be work made for hire and made in the course of services rendered and all rights thereto belong exclusively to Customer, with Customer having the sole right to obtain, hold and renew, in its own name or for its own benefit, patents, copyrights, registrations or other appropriate protection. RETLAW retains all confidential qualification manufacturing processes and or information that RETLAW has developed as a Trade Secret. To the extent that exclusive title or ownership rights in such Confidential Information may not originally vest in Customer as contemplated hereunder, RETLAW irrevocably assigns transfers and conveys to Customer all right, title and interest therein. Customer's Confidential Information will remain the property of Customer, may not be used by RETLAW for any purpose other than for performing the Purchase Order, may not be disclosed to any third party, and will be returned to Customer upon the earlier of Customer's written request or completion of this Purchase Order. If, with Customer's prior written approval, RETLAW furnishes Confidential Information to a sub-tier RETLAW, RETLAW will bind the sub-tier RETLAW to confidentiality requirements substantially identical to this provision and RETLAW will remain responsible to Customer for any breach of this provision by its sub-tier RETLAWs. No disclosure, description or other communication of any sort will be made by RETLAW to any third person of the fact of Customer's purchase of Goods hereunder, the terms of this Purchase Order, the substance of any discussions or negotiations concerning the Purchase Order, or either party's performance under this Purchase Order.

19. Compliance with Laws and Integrity

The parties will comply with all applicable national, state and local laws, regulations and ordinances and the parties Code of Business Conduct ("Code") in performing the Purchase Order. A copy of RETLAW Code will be distributed and updated from time to time and may be obtained at RETLAW Website. In addition, and to the extent Buyer and its RETLAW's suppliers are required to comply with codes of conduct of Buyer's Customers ("Customer Codes"), the parties will also comply with these Customer Codes. The parties will maintain an integrity and compliance program acceptable to Customer and its customers and effective in preventing and correcting ethical violations and in maintaining compliance with USA laws.

20. RETLAW shall sell and the Customer shall purchase the Goods in accordance with any quotation or offer of the RETLAW which is accepted by the Customer, or any order of the Customer which is accepted by the RETLAW, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.
21. RETLAW's employees or agents are not authorized to make any representations or claims concerning the Goods unless confirmed by RETLAW in writing. In entering into the Purchase Order/Contract Customer acknowledges that it does not rely on, and waives any claim for beach of, any such representations which are not so confirmed. No variation to these Conditions shall be binding unless agreed in writing between the authorized representations of the Customer and RETLAW.
22. Sales literature, price lists and other documents issued by RETLAW in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. An order placed by the Customer may not be withdrawn cancelled or altered prior to acceptance by RETLAW. No contract for the sale of Goods shall be binding on the RETLAW unless RETLAW has issued a quotation which is expressed to be an offer to sell the Goods; or has accepted an order placed by the Customer, by whichever is the earlier of:

- a. RETLAW's written acceptance;
 - b. delivery of the Goods; or
 - c. RETLAW's invoice.
23. Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by RETLAW shall be subject to correction without any liability on the part of RETLAW.
 24. No order submitted by the Customer shall be deemed to be accepted by the RETLAW unless and until confirmed in writing by an authorized representative of RETLAW.
 25. RETLAW reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to RETLAW's specification, which do not materially affect their quality or performance.
 26. No order which has been accepted by RETLAW may be cancelled by the Customer except with the agreement in writing of RETLAW and on terms that the Customer shall indemnify the RETLAW in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by RETLAW as a result of cancellation.
 27. The price of the Goods shall be the price listed in RETLAW's published price list current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by RETLAW and the Customer.
 28. Where RETLAW has quoted a price for the Goods other than in accordance with RETLAW's published price list the price quoted shall be valid for 30 days only or such other time as RETLAW may specify.
 29. RETLAW reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to RETLAW which is due to any factor beyond the control of the RETLAW (such as, without limitation, material pricing, any foreign exchange fluctuation, currency regulation or alteration of duties, any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give RETLAW adequate information or instructions.
 30. The Customer undertakes not to offer the goods for resale in any country (not being member states of the European Community or EFTA) notified by RETLAW to the Customer at or before the time the Customer's order is placed, or to sell the Goods to any person if the Customer knows or has reason to believe that that person intends to resell the Goods in any such country.
 31. The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Customer shall be additionally liable to pay to RETLAW.
 32. The cost of pallets and returnable containers will be charged to the Customer in addition to the price of the Goods, but full credit will be given to the Customer provided they are returned at the Customer's expense undamaged to RETLAW.
 33. Subject to any special terms agreed in writing between the Customer and RETLAW, RETLAW shall invoice the Customer for the net sum due the goods on or at any time after dispatch of the Goods from RETLAW.

34. Invoices are based on the quantity and condition of goods and at weights established by RETLAW when the Goods leave RETLAW's factory or warehouse.
35. The Customer shall pay the price of the Goods on the payment date stated in the Purchase Order/Contract or if no express provision for the time of payment is contained in the Purchase Order/Contract within thirty days after the date of invoice notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Customer. The time of payment of the price shall be of the essence of the Purchase Order/Contract. Receipts for payment will be issued only upon request.
36. All payments shall be made to RETLAW in the currency of the price stated in Purchase Order/Contract at its office as indicated on the form of acceptance or invoice issued by RETLAW without any deduction credit or set off whatsoever.
37. RETLAW is not obliged to accept orders from any customer or Customer who has not supplied RETLAW with references satisfactory to RETLAW; if at any time RETLAW is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer that no further credit will be allowed to the Customer in which event the Customer shall be required to give security deposits in respect of goods already shipped and no further goods will be delivered to the Customer other than against cash payment and notwithstanding any payment terms contained in the Purchase Order/Contract all amounts owing to the Customer to RETLAW shall be immediately payable in cash.
38. Delivery of the Goods shall take place and risk in the Goods will pass in accordance with USA regulations, where applicable, otherwise delivery of the Goods shall be made by RETLAW tendering bills or other appropriate documents of lading or by delivering the Goods to the place specified in the Customer's orders and/or RETLAW's acceptance as the location to which the Goods are to be delivered by RETLAW or if no place of delivery is so specified by the Customer collecting the Goods at RETLAW's premises at any time after RETLAW has notified the Customer that the Goods are ready for collection. Goods dispatched by post will be delivered when the Goods are accepted by the post office/delivery service.
39. The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by RETLAW in writing. The Goods may be delivered by RETLAW in advance of the Delivery Date upon giving reasonable notice to the Customer. If RETLAW delivers the Goods at any time after the Delivery Date RETLAW shall have no liability in respect of such late delivery.
40. Where delivery of the Goods is to be made by RETLAW in bulk measured by weight, RETLAW reserves the right to deliver up to three per cent more or three per cent less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed to be the quantity ordered.
41. Where the Goods are to be delivered in installments, each delivery shall constitute a separate contract and failure by RETLAW to deliver any one or more of the installments in accordance with these Conditions or any claim by the Customer in respect of any one or more installments shall not entitle the Customer to treat the Contract as a whole as repudiated.
42. If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licenses, consents or authorizations required to enable the Goods to be delivered on that date, RETLAW shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provision of Clause 5 of these Conditions risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to RETLAW all costs and expenses including storage and insurance charges arising from such failure.
43. RETLAW shall not be liable for any costs incurred for whatever reason after delivery of the Goods is deemed to have taken place. Where Goods are sold inclusive of any or all of the freight, handling, port or insurance charges, any increases in, or in the rates for, such charges arising after the date of the Contract and before the Goods are delivered or arising through deviation to a new port or airport necessarily or at the Customer's

request or through any delay however caused shall be for the Customer's account subject to the absolute discretion of RETLAW.

44. RETLAW shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in delivery or in performing, or any failure to perform, any of RETLAW's obligations in relation to the Goods, if the delay or failure was due to any cause beyond RETLAW's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond RETLAW's reasonable control:

- a. act of God, explosion, flood, tempest, fire or accident;
- b. war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- c. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- d. import or export regulations or embargoes;
- e. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of RETLAW or of a third party);
- f. difficulties in obtaining raw materials, labor, fuel, parts or machinery;
- g. power failure or breakdown in machinery.

45. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until RETLAW has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by RETLAW to the Customer for which payment is then due.

- a. The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of RETLAW, but if the Customer does so all money owing by the Customer to RETLAW shall (without prejudice to any other right or remedy of RETLAW) forthwith become due and payable.

46. Warranties and Liability

Subject to the conditions set out below RETLAW warrants that the Goods will correspond with their specification at the time of delivery and will be of merchantable quality.

Customer shall be responsible for arranging for testing and inspection of the Goods at RETLAW's premises before shipment. RETLAW shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which are made after shipment, or in respect of any damage during transit. Customer shall be responsible for arranging for testing and inspection of the Goods at RETLAW's premises before shipment. RETLAW shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which are made after shipment, or in respect of any damage during transit.

RETLAW shall be under no liability in respect of any defect arising from reasonable wear and tear, or any willful damage, negligence, subjection to abnormal conditions, failure to follow RETLAW's instructions (whether oral or in writing), misuse or alteration of the Goods without RETLAW's approval, or any other act or omission on the part of the Customer, its employees or agents or any third party. The mixing or use of the Goods is beyond RETLAW's control and accordingly all conditions and warranties, statutory or otherwise, as to fitness of the Goods for any particular purpose are expressly excluded. Subject as expressly

provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

No Goods may be returned to RETLAW without the prior agreement in writing by authorized RETLAW representative. Subject thereto any Goods returned which RETLAW is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection may be replaced free of charge or, at RETLAW's sole discretion RETLAW may refund or credit to the Customer the price of the defective Goods but RETLAW shall have no further liability to the Customer.

Except as expressly provided in these Conditions, RETLAW shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Customer (including, without limitation, loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of RETLAW, its servants or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer.

Customer shall ensure that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labeling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory and other regulatory requirements and that the storage and handling of the Goods by the Customer is carried out in accordance with directions given by RETLAW or any competent governmental or regulatory authority and the Customer will indemnify RETLAW against any liability loss or damage which RETLAW might suffer as a result of the Customer's failure to comply with this condition.

47. Customer's Default: If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to RETLAW, RETLAW shall be entitled to:

- a. cancel the order or suspend any further deliveries to the Customer;
- b. appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and RETLAW) as RETLAW may think fit (notwithstanding any purported appropriation by the Customer);
- c. charge Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 18 per cent per annum above Customer Bank Place (or such other bankers as RETLAW may notify) base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and

i. This Condition applies if:

1. the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or
2. the Customer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or
3. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
4. Customer ceases, or threatens to cease, to carry on business; or

5. RETLAW reasonably apprehends that any of the events mentioned above is about to concur in relation to the Customer and notifies RETLAW accordingly.
6. If Condition applies then, without prejudice to any other right or remedy available to RETLAW, RETLAW shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

48. Confidentiality, Publications and Endorsements

Customer undertakes to the RETLAW that:

- a. Customer will regard as confidential the Contract and all information obtained by the Customer relating to the business and/or products, manufacturing processes, Trade Secrets of RETLAW and will not use or disclose to any third party such information without RETLAW's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Customer's default;
 - b. Customer will not use or authorize or permit any other person to use any name, trade mark, house mark, emblem or symbol which RETLAW is licensed to use or which is owned by RETLAW upon any premises, notepaper, visiting cards, advertisements or other printed matter or in any other manner whatsoever unless such use shall have been previously authorized in writing by RETLAW and (where appropriate) its licensor;
 - c. Customer will use all reasonable endeavors to ensure compliance with this condition by its employees, servants and agents. This Condition shall survive the termination of the Contract.
49. When placing the order the Customer must advise RETLAW in writing of any special, legal, administrative or regulatory requirements applying in the territory in which the Customer is to import, use or sell the Goods as to composition labeling distributors or sale of the Goods and the Customer must advise RETLAW immediately of any change made in such requirements.
50. Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.
51. Customer may not assign the benefit of the Contract without the written consent of RETLAW.
- a. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
 - b. No waiver by RETLAW of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
 - c. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

52. Applicable Law, Venue, and Forum

Customer is a legal entity formed in the United States of America (USA), then the construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Wisconsin, USA Any dispute not resolved by the parties shall be subject to the exclusive jurisdiction of the courts of Wisconsin. Venue shall be in Waukesha County, Wisconsin

53. Arbitration of Disputes

If a dispute develops between the parties to this contract, the parties will submit in writing to binding arbitration within 30 days to address any controversy or claim arising out of, or relating to this contract or relating to any change orders or other changes or addendums to this contract. The arbitration shall be conducted by and according to the rules and procedures of The American Arbitration Association. The Arbitration Award shall be binding upon the parties and shall be enforceable in any court of competent jurisdiction. Both parties shall share the cost of the dispute resolution process equally up to and including the arbitration hearing although personal attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties. As part of the Arbitration Award, the arbitrator(s) shall allocate the fees and costs of the arbitration along with reasonable attorney's fees and other reasonable costs and expenses to the prevailing party in any manner that the arbitrator(s) considers to be reasonable.

ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

IN WITNESS whereof this Agreement has been executed on the day and year written above.

SIGNED by

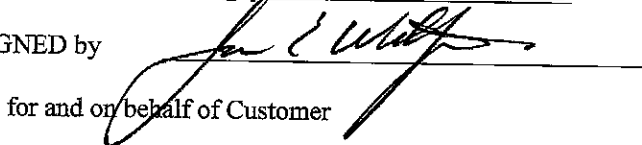


Mark Eberhardt, President of RETLAW Industries

In the presence of

Name of Witness James Wylford

SIGNED by



for and on behalf of Customer

In the presence of _____

In witness of the above, each party to this agreement has caused it to be executed at _____ Customer on the date indicated below.

[Signature]

[Date]

[Signature]

[Date]