

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 RETLAW Industries identified on the face of this document ("RETLAW"). The Purchase Order is deemed accepted upon the early return of the acknowledgment copy of the Purchase Order or the commencement of performance by Supplier. Any reference to Supplier 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 RETLAW 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 RETLAW unless in writing, specifically identifying that it is amending this Purchase Order, and signed, or approved electronically, by an authorized procurement representative of RETLAW. 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 RETLAW for resolution.

2. Delivery, Shipment and Packaging

Actual authorization to purchase/ship shall be RETLAW'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) SUPPLIER 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, SUPPLIER will offer its best delivery date(s), which will be subject to acceptance by RETLAW. 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. SUPPLIER will, at its expense, deliver Goods by the most expeditious shipping method if the delivery schedule is endangered for any reason other than RETLAW's fault. If Goods are delinquent to RETLAW's requirements, SUPPLIER will grant RETLAW first priority for Goods allocation and shipment. RETLAW reserves the right to reject, at no expense to RETLAW, all or any part of any delivery that varies from the quantity authorized by RETLAW for shipment. SUPPLIER will not make any substitutions without RETLAW's prior written approval. All items will be packaged in accordance with RETLAW's instructions or, if none are specified, in accordance with good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. RETLAW 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 RETLAW. All containers will be properly marked for identification per the instructions on RETLAW's Purchase Order and contain a packing slip that details, at a minimum, the RETLAW 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 RETLAW's delivery schedule may be returned at SUPPLIER's expense. For domestic shipments, if requested by RETLAW, and for all international shipments, SUPPLIER will give notice of shipment to RETLAW 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 SUPPLIER delivers the Goods to the carrier, SUPPLIER will send RETLAW a complete set of shipping documents including the commercial invoice, packing list, as required certifications, Certificate of Compliance ("C of C") and air waybill or three original parts of the combined through bill of lading, clean without notation, necessary to release the Goods to RETLAW's custody.

3. Notice of Delay

Whenever anything delays or threatens to delay the timely performance of the Purchase Order, SUPPLIER must immediately notify RETLAW 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 SUPPLIER of SUPPLIER will be excused only if (a) it is beyond the control of both SUPPLIER and its sub-tier SUPPLIER(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 SUPPLIER to meet the delivery schedule. SUPPLIER's ability to sell Goods at a more advantageous price or SUPPLIER'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 SUPPLIER's delivery is delayed, RETLAW may, at RETLAW'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 RETLAW, SUPPLIER will allocate its available supply of Goods in a manner that assures RETLAW of at least the same proportion of SUPPLIER's total output of Goods as was allocated to RETLAW prior to the excusable delay event.

5. Risk

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

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

Title to any material, tooling, equipment or technical data that RETLAW pays for or provides to SUPPLIER, including replacements thereof ("RETLAW Property"), will remain or vest with RETLAW. SUPPLIER will conspicuously label RETLAW Property as such, maintain it in good condition, keep written records of the RETLAW 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 RETLAW. SUPPLIER is responsible for inspecting and determining that the RETLAW Property is in useable and acceptable condition. SUPPLIER will use RETLAW Property exclusively for the performance of RETLAW Purchase Orders unless otherwise authorized in writing by RETLAW's procurement representative. RETLAW Property is intended for use at the SUPPLIER's site only or as otherwise authorized in writing by RETLAW's procurement representative and, to the extent applicable, is subject to U.S. and other government export or re-exports requirements. SUPPLIER is responsible for any loss, damage, or destruction of RETLAW Property and any loss, damage or destruction of any third party property resulting from SUPPLIER's negligent use of RETLAW Property. SUPPLIER will not include the cost of any insurance for RETLAW Property in the prices charged under this Purchase Order. SUPPLIER will return RETLAW Property or dispose of it at RETLAW's sole option in accordance with

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

7. Price

SUPPLIER 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, SUPPLIER will offer its lowest prices subject to written acceptance by RETLAW. SUPPLIER warrants that the prices charged for the Goods delivered under the Purchase Order are the lowest prices charged by SUPPLIER to any of its external RETLAWs for similar volumes of similar Goods. If SUPPLIER charges any external RETLAW a lower price for a similar volume of similar Goods, SUPPLIER must notify RETLAW and apply that price to all Goods ordered under the Purchase Order. If at any time prior to full performance of the Purchase Order RETLAW notifies SUPPLIER in writing that RETLAW has received a written offer from another SUPPLIER 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, SUPPLIER is obligated to immediately meet the lower price for any undelivered Goods.

8. Invoicing and Payment

After each shipment made or service provided, SUPPLIER 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 SUPPLIER and RETLAW entity purchasing the Goods; (b) name of shipper (if different from SUPPLIER); (c) RETLAW'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 SUPPLIER fail to meet the agreed upon specifications and requirements of the Purchase Order. Payment terms are net 30 days from receipt of invoice and SUPPLIER'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 RETLAW.

9. Quality Assurance.

To sustain a management quality system that conforms to the requirements set forth in ISO 9001:2008/ISO 9001:2015 and in accordance with the latest revision of RETLAW/SUPPLIER Quality Manual.

10. Inspection

All Goods may be inspected and tested by RETLAW; its RETLAWs; higher tier Subcontractors/Suppliers; and end user at all reasonable times and places. If such inspection or testing is made on SUPPLIER's premises, SUPPLIER will provide, without additional charge, all reasonable facilities and assistance required for such inspections and tests prior to agreed upon delivery dates. In its standard inspection and testing of the Goods, SUPPLIER will use an inspection system accepted by RETLAW in writing. All inspection records, including sub-tier SUPPLIER records relating to the Goods, will be maintained and made available to RETLAW during the performance of the Purchase Order, and for such longer periods as may be specified by RETLAW. Notwithstanding any prior inspection at SUPPLIER's premises, the manner and place of final inspection and acceptance by RETLAW will be as determined by RETLAW in its sole discretion. No inspection, tests, approval, design approval, or acceptance of the Goods relieves SUPPLIER from responsibility for warranty or any latent defects, fraud, or negligence. If the Goods are defective or otherwise not in conformity with the requirements of the Purchase Order, RETLAW may, by written notice to SUPPLIER: (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 SUPPLIER fails to deliver required replacements promptly, RETLAW may correct any retained defective or nonconforming Goods at SUPPLIER's expense; replace them with Goods from another SUPPLIER and charge the SUPPLIER the cost thereof, including cover, and any incidentals costs; or terminate this Purchase Order for cause.

11. Changes

RETLAW 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 RETLAW 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 RETLAW's option, be deemed to be waived unless asserted in writing (including the amount of the claim) and delivered to RETLAW within 30 days from the date of the receipt by SUPPLIER of the RETLAW-directed change to the Purchase Order. If the cost of property made obsolete or excess as a result of a change is paid by RETLAW, RETLAW 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 RETLAW'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

RETLAW may, at any time by written notice and at no cost, require SUPPLIER 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 SUPPLIER and RETLAW may agree. Immediately upon receipt of a Stop Work Order, SUPPLIER will comply with its terms. At any time during the stop work period, RETLAW 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, SUPPLIER must resume work and SUPPLIER 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 30 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 SUPPLIER by RETLAW under this Article will entitle RETLAW to all damages and remedies available at law or equity. Additionally, SUPPLIER grants to RETLAW a fully paid up, nonexclusive, irrevocable license to SUPPLIER's Intellectual Property rights embodied or used in the Goods for RETLAW to make, have made, and sell Goods using such Intellectual Property rights to fulfill RETLAW's obligations to RETLAW's Customer(s). Notwithstanding any firm time period or quantity, RETLAW may terminate the Purchase Order in whole or in part at any time with or without cause with respect to undelivered Goods or unperformed services upon 15 days' prior written notice. If RETLAW terminates the Purchase Order as identified above, RETLAW's sole liability to

SUPPLIER, and SUPPLIER's sole and exclusive remedy, is payment for Goods received and accepted by RETLAW prior to the date of termination, payment for which can be set off against any damages to SUPPLIER. Upon termination, RETLAW may require SUPPLIER to transfer title and deliver to RETLAW for any materials, in-process materials, completed Goods and RETLAW will pay the SUPPLIER the Purchase Order price for such Goods subject to set off against any damages to RETLAW. RETLAW may also require SUPPLIER to transfer title and deliver to RETLAW any or all property produced or procured by SUPPLIER for performance of this Purchase Order and SUPPLIER will be credited with the outstanding value.

To the extent that any portion of this Purchase Order is not terminated pursuant above, SUPPLIER will continue performance of that portion.

15. General Indemnification

SUPPLIER 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 RETLAWs (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 SUPPLIER'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, SUPPLIER will provide such documents to RETLAW for review and approval, which will not be unreasonably withheld. In no event will SUPPLIER 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, SUPPLIER 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. SUPPLIER 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 SUPPLIER enter into any settlement without RETLAW'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, SUPPLIER 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

RETLAW and SUPPLIER 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 SUPPLIER hereunder by or on behalf of RETLAW; or (b) SUPPLIER 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 SUPPLIER has or will design, develop or create are deemed to be "Confidential Information" of RETLAW. 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 RETLAW, with RETLAW 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. To the extent that exclusive title or ownership rights in such Confidential Information may not originally vest in RETLAW as contemplated hereunder, SUPPLIER irrevocably assigns transfers and conveys to RETLAW all right, title and interest therein. RETLAW's Confidential Information will remain the property of RETLAW, may not be used by SUPPLIER for any purpose other than for performing the Purchase Order, may not be disclosed to any third party, and will be returned to RETLAW upon the earlier of RETLAW's written request or completion of this Purchase Order. If, with RETLAW's prior written approval, SUPPLIER furnishes Confidential Information to a sub-tier SUPPLIER, SUPPLIER will bind the sub-tier SUPPLIER to confidentiality requirements substantially identical to this provision and SUPPLIER will remain responsible to RETLAW for any breach of this provision by its sub-tier SUPPLIERS. No disclosure, description or other communication of any sort will be made by SUPPLIER to any third person of the fact of RETLAW'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 Contract/Subcontract/ Purchase Order. A copy of the Code will be distributed and updated from time to time and may be obtained from RETLAW. In addition, and to the extent Buyer and its SUPPLIERS are required to comply with Customer's codes of conduct or Buyer's Supplied "Codes", The parties will also comply with these Customer Codes. The parties will maintain an integrity and compliance program acceptable to RETLAW and its Supplier's and effective in preventing and correcting ethical violations and in maintaining compliance with USA laws.

20. SUPPLIER shall sell and RETLAW shall purchase the Goods in accordance with any quotation or offer of the SUPPLIER which is accepted by RETLAW, or any order of RETLAW which is accepted by the SUPPLIER, 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 RETLAW.
21. SUPPLIER'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 RETLAW 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 RETLAW and SUPPLIER.
22. Sales literature, price lists and other documents issued by SUPPLIER 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 RETLAW may not be withdrawn or cancelled or altered after Purchase Order/Contract acceptance by SUPPLIER. The sale of Goods shall be binding on the SUPPLIER unless SUPPLIER has issued a separate and RETLAW approved quotation which is expressed to be an offer to sell the Goods; or has accepted an Purchase Order placed by RETLAW, by whichever is the earlier of:
 - a. SUPPLIER's written acceptance;
 - b. Delivery of qualified/approved Supplier Products/ Goods
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 SUPPLIER shall be subject to correction without any liability on the part of SUPPLIER.
24. No Purchase Order submitted by RETLAW shall be deemed to be accepted by the SUPPLIER unless and until confirmed/in writing by an authorized representative of SUPPLIER.

25. The price of the Goods shall be the price listed in SUPPLIER's published price list current at the date of acceptance of RETLAW's Purchase Order or such other price as may be agreed in writing by SUPPLIER and RETLAW.
26. Where SUPPLIER has quoted a price for the Goods other than in accordance with SUPPLIER's published price list the price quoted shall be valid for 30 days or such other time as SUPPLIER may specify.
27. RETLAW 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 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 RETLAW Quality Requirements. RETLAW and Supplier may agree to payment terms 2% - Ten Days prior to Purchase Order/Contract award. 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.
28. 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 SUPPLIER tendering bills or other appropriate documents of lading or by delivering the Goods to the place specified in RETLAW's Purchase Order(s) and/or SUPPLIER's acceptance as the location to which the Goods are to be delivered by SUPPLIER or if no place of delivery is so specified by RETLAW collecting the Goods at SUPPLIER's premises at any time after SUPPLIER has notified the RETLAW 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.
29. The Delivery Date is time for delivery unless previously agreed by RETLAW in writing/Email by RETLAW authorized Purchasing Representative. The Goods may be delivered by SUPPLIER 5 days in advance of the Delivery Date upon giving reasonable notice to RETLAW authorized purchasing representative. If SUPPLIER delivers the Goods at any time after the Delivery Date SUPPLIER shall have contract liability, in respect of such late delivery.
30. Where delivery of the Goods is to be made by SUPPLIER in bulk measured by weight, SUPPLIER reserves the right to deliver up to five 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.
31. Where the Goods are to be delivered on Blanket Purchase Orders, each delivery shall constitute a separate Purchase Order/Contract requirement and failure by SUPPLIER to deliver any one or more product releases in accordance with these the Purchase Order requirement/conditions or any claim made by RETLAW in respect of any one or more product releases being delayed shall entitle RETLAW to treat the Contract as a whole as repudiated or may terminate Purchase Order for Cause.

32. Warranties and Liability

Subject to the conditions set out below SUPPLIER warrants that the Products/ Goods will correspond with their specification or RETLAW Purchase Order requirements at the time of product(s)/Good(s) delivery and will be of RETLAW approved quality requirements/ merchantable quality.

Supplier shall be responsible for arranging for testing and approving product inspection of the Goods at SUPPLIER's premises before shipment to RETLAW delivery date. SUPPLIER shall have liability for any claim in respect of any defect in the Goods which would be apparent on inspection at RETLAW and which are made after shipment, or in respect of any damage during transit.

SUPPLIER shall be under no liability in respect of any defect arising from fair wear and tear, or any willful damage, negligence, subjection to abnormal conditions, failure to follow SUPPLIER's instructions (in writing), misuse or alteration of the Goods without SUPPLIER's approval. 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.

Goods may be returned to SUPPLIER if Supplier Product did not meet Purchase Order/Contract requirements, inspection, and calibration/product validation specifications/requirements. Subject thereto any Goods returned which SUPPLIER 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 SUPPLIER's sole discretion SUPPLIER may replace or refund/credit to RETLAW the price of the defective Goods.

Except as expressly provided in these Conditions, SUPPLIER shall be liable to RETLAW for any reason, 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 Purchase Order/Contract, for any direct or consequential loss or damage sustained by RETLAW (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 SUPPLIER, its servants or agents or otherwise) which arise out of or in connection with the supply of nonconforming Goods.

RETLAW 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 RETLAW is in compliance with all applicable statutory and other regulatory requirements and that the storage and handling of the Goods by RETLAW is carried out in accordance with directions given by SUPPLIER or any competent governmental or regulatory authority and RETLAW will indemnify SUPPLIER against any liability loss or damage which SUPPLIER might suffer as a result of RETLAW's failure to comply with this condition.

33. RETLAW's Default: If RETLAW fails to make any payment then, without prejudice to any other right or remedy available to SUPPLIER, SUPPLIER shall be entitled to:

a. cancel the order or suspend any further deliveries to the RETLAW;

34. When placing the Purchase Order RETLAW will advise SUPPLIER in writing of any special, legal, administrative or regulatory requirements applying in the territory in which the RETLAW is to import, use or sell the Goods as to composition labeling distributors or sale of the Goods and the RETLAW must advise SUPPLIER immediately of any change made in such requirements.

35. RETLAW 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.

36. RETLAW may not assign the benefit of the Contract without the written consent of SUPPLIER.

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 SUPPLIER of any breach of the Contract by the RETLAW 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.

37. Applicable Law, Venue, and Forum

RETLAW is a legal entity formed in the United States, then the construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Wisconsin, U.S.A. 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

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 below;

Approved by



Mark Eberhardt, President of RETLAW Industries

Approved by _____

for and on behalf President/Official Officer of the Supplier

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

[Signature]

[Date]

[Signature]

[Date]