1. GENERAL. This purchase order, including any documents incorporated herein by reference, contains the entire agreement between the parties. The terms and conditions set forth on the face and reverse side of this purchase order are the only terms and conditions applicable hereeto. Any attempt by Seller to supplement, modify, alter, revoke or amend these terms and conditions or any part of this purchase order shall not be effective unless specifically agreed to by Purchaser in writing.

2. WARRANTY OF MATERIAL. Seller warrants to purchaser and its customers that the materials specified herein shall be free from defects in material and workmanship and shall conform to the requirements of this order. All materials shall be received subject to inspection and test. Rejected articles will be returned at Seller's expense and adjustment made either by credit or replacement at Purchaser's discretion.

3. CHANGES. The Purchaser shall have the right to make changes from time to time, subject to an equitable adjustment of the price. No modification of this order shall be binding upon Purchaser unless made by the Purchaser in writing.

4. DELIVERIES. Time and quantities are expressly made the essence of this order and the Purchaser reserves the right to terminate this order as to any or all articles if shipment is not made as required. Seller shall not be liable for delays due to causes beyond his control and without his fault.

5. PURCHASER FURNISHED MATERIALS AND INFORMATION. All designs, tools, patterns, drawings or other information or materials supplied by the Purchaser to the Seller for use in the manufacture of the articles or material delivered hereunder will not infringe any intellectual property rights that the Seller will at his own expense defend any action, suit or claim in which such an infringement is alleged; and that Seller will save Purchaser and/or its customers harmless from any loss, damage or liability of any nature arising from any claim of such infringement.

6. PRICE. The price to be paid for the materials or materials covered by this order shall in no event exceed the applicable maximum price, if any, established by Government regulation and any provision or condition of the order which is in violation of any such regulation shall be of no effect.

7. COMPLIANCE WITH LAWS. In the performance of the work hereunder the Seller shall comply at all times with all applicable State, Federal and Local laws, rules and regulations. In accepting this order, Seller shall be deemed to represent that these goods will be or were purchased in compliance with all applicable requirements of federal, state, and local laws.

8. NON-DISCRIMINATION. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, political belief, physical or learning disability, marital status, sexual orientation or national origin. The Seller will utilize affirmative action to insure that all applicants are employed and that employees are treated equally during employment, without regard to their race, color, religion, sex, or national origin, with due regard to their qualifications and abilities.

9. LABOR DISPUTES. Whenever an actual or potential labor dispute is delaying or threatening to delay the performance of this order, Seller will immediately give notice thereof to the Purchaser. Such notice shall include all relevant information with respect to such dispute including what steps are being taken to assure the timely performance of this purchase order.

10. GOVERNMENT CONTRACTS. If this Purchase Order is a Government subcontract, any applicable provisions of Federal Statutes and Regulations as are mandatory under Purchaser's contract shall be incorporated herein and become a part of this Purchase Order.

11. TERMINATION. The Purchaser may terminate this order in whole or in part at any time by notice in writing. Upon receipt of such notice or at the time specified therein, if any, the Seller shall incur no further costs of performance and shall terminate all orders and subcontracts given by Seller for performance. The Seller will then deliver and the Purchaser accept and pay for at the purchase order price all articles completed and ready for delivery in final form and according to specifications. As to uncompleted articles, if the articles are for use by Purchaser in fulfilling a contract that is subject to termination, settlement shall be made on the basis of and by analogy to the procedures provided by Purchaser's contract: otherwise, settlement shall be made on the basis of and by analogy to Government termination procedures. If a dispute shall arise as to any sum claimed by Seller, it shall be determined from an audit of Seller's books by a certified public Accountant chosen by Seller and acceptable by Purchaser.

12. ASSIGNMENT. This purchase order shall not be assigned by Seller without consent of Purchaser.

13. INSPECTION. All material and workmanship shall be subject to inspection by Buyer before and after delivery. The Buyer may require Seller to replace rejected material or Buyer may accept any materials that conform to Seller's warranties and upon discovery of materials not so conforming may reject or keep and rework such materials at Seller's cost.

14. CODE OF CONDUCT. Jonal Laboratories Inc. understands and expects that our product suppliers will have their own internal codes of ethics and conduct that, at a minimum, incorporate the requirements set forth by Jonal Laboratories Code of Conduct located at www.jonal.com. Each of these requirements ensure that employees are aware of:
   - Their contribution to product or service conformity;
   - Their contribution to product safety;
   - The importance of ethical behavior.