

INVOICE TERMS AND CONDITIONS

1. STANDARD CONDITIONS OF INVOICE: Terms and conditions set forth below, the written information contained in this Invoice ("Invoice"), and all attachments and exhibits attached hereto shall apply to the purchase of the products and/or services described in this Invoice and are incorporated herein and made a part of this Invoice. This Invoice constitutes the entire agreement between Seller ("Seller") and Buyer ("Buyer") with respect to the purchase of products and/or services described herein and replaces all prior and contemporaneous agreements, representations and/or understandings whether oral or written, which may have related to the subject matter in any way. If there are any discrepancies between information in the attachments (if any), and statements made in this Invoice, the terms of such attachments shall not prevail over inconsistent terms herein unless so acknowledged in writing by Seller. This Invoice includes as part of its terms the specifications provided by Seller for goods or services whether provided with, prior to, or after this Invoice.

2. ACCEPTANCE OF INVOICE: Buyer's acknowledgement of this Invoice or payment constitutes Buyer's acceptance of the terms and conditions herein. Acceptance by Buyer of the Invoice is expressly limited to the terms hereof to the exclusion of all other or additional terms. Acceptance of the products or services delivered under this Invoice shall constitute acceptance of Seller's terms and conditions. Acceptance of this Invoice is expressly limited to the terms and conditions of this Invoice and shall not be modified, supplemented or altered (including by prior course of performance or dealings) except in writing stating that the writing is a modification or supplement of this Invoice and signed by an authorized representative of the Seller. If the Invoice does not provide otherwise, tolerances for quantity variations will be permitted in accordance with the specific industry accepted practices. This Agreement supersedes any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Seller expressly rejects Buyer's general terms and conditions of purchase, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions or serve to modify or amend these terms. Buyer's written or electronic confirmation or payment of this Invoice or the shipment of the goods or performance of the services shall constitute acceptance of this Invoice.

3. INSPECTION: Buyer shall inspect the Goods upon receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as [reasonably] required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at 130 Central Avenue, Grapevine, TX 76051. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point. Buyer acknowledges and agrees that the remedies set forth in Section 3 are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section 3, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

4. DELIVERY: The goods will be delivered within a reasonable time after the receipt of Seller's invoice, subject to availability of the goods. Delivery dates given by Seller are estimates only and are subject to shipping variations and requirements. Seller shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by the parties, goods shall be delivered at the delivery point specified in the Invoice using Seller's standard methods for packaging and shipping such goods. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the goods at the delivery point. Buyer is responsible for fees associated with not taking timely delivery of the goods, such as storage fees. Services shall be carried out at the location specified in the Invoice.

5. PAYMENT TERMS: Buyer shall pay Seller all invoiced amounts due within thirty (30) days after receiving the Invoice, unless otherwise specified herein. Buyer shall pay interest on all late payments at the lesser of the rate of one and one-half percent (1 1/2%) per month or the highest rate permissible under applicable law. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) business days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

6. CHANGES/CANCELLATION: These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each Party. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied

with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

7. FORCE MAJEURE: Neither party shall be liable under the Invoice for its failure or delay in fulfilling its obligations if the failure or delay is the result of circumstances, which are beyond the party's reasonable control or of priorities or allocations caused by (but not limited to) fire, governmental authority, epidemic, pandemic, unusually severe weather, strikes or labor disturbances, lockout, cyber-attacks, public enemy, terrorism, prohibitions, acts of the other party hereto, invasions, insurrections, riots, civil war or commotion, delays of a similar nature, military or usurped owner or acts of God ("Force Majeure"). Due diligence shall be used in curing such cause and in resuming performance. The increase in costs of goods to Buyer shall not be a Force Majeure.

8. ASSIGNMENT AND SUB-CONTRACTING: Buyer shall not assign or subcontract any of its rights, interests or obligations under Invoice without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

9. GOVERNING LAW / DISPUTES: This Invoice, and any other document or instrument delivered pursuant hereto, and all claims or causes of action (whether in contract, tort, or otherwise) that may be based upon, arise out of or relate to this Invoice, shall be construed under the laws of the State of Texas. Any dispute arising out of the interpretation, performance or consequences of this Agreement shall be first attempted to be settled by negotiation in good faith by the management representatives of the parties. If after thirty (30) days, they have failed to settle any dispute, the matter will be referred to a senior management representative of each party and the parties shall negotiate in good faith to reach a reasonable conclusion of the dispute in a timely fashion. If after thirty (30) days the senior management representatives of the parties have failed to resolve the dispute, the matter shall be settled under the American Arbitration Association ("AAA") rules of arbitration by a single arbitrator appointed by the AAA in accordance with AAA rules. The arbitration shall take place in Dallas, Texas. The award of the arbitrator may be entered and enforced in any court having competent jurisdiction. The arbitrator will have no power to award non-monetary or equitable relief of any sort. The arbitrator will also have no power to award damages inconsistent with the Limitations on Liability provisions set forth in this Invoice. Each party accepts and acknowledges that any demand for arbitration arising from or in connection with this Invoice must be issued within one year from the date the party became aware or should reasonably have become aware of the facts that give rise to any alleged liability and in any event no later than two years after any such cause of action accrued. The parties waive their respective rights to a trial by jury with respect to any cause of action, claim or counterclaim in any action, proceeding or hearing. Each Party shall bear its own costs associated with arbitration and the fees for the arbitrator will be shared equally by the parties.

10. REMEDIES AND WAIVERS: The remedies herein are cumulative and in addition to other remedies provided in law or equity except that IN NO EVENT, OTHER THAN AS SET OUT IN THESE TERMS AND CONDITIONS, WILL EITHER PARTY, INCLUDING ITS OFFICERS, DIRECTORS AND EMPLOYEES BE LIABLE FOR ANY LOST REVENUES, LOST PROFITS, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, FINES OR PENALTIES, WHETHER FORESEEABLE OR UNFORESEEABLE, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement by Seller operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder by Seller precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege by Seller.

11. CONFIDENTIALITY: This Invoice, including, without limitation, these terms and conditions, and all proprietary information or data furnished by disclosing party to receiving party in connection with the performance of this Invoice is the property of the disclosing party. Receiving party agrees that no information contained therein shall be disclosed to others (unless compelled by legal process) nor used for any other purpose other than in connection with this Invoice without the prior express written consent of the disclosing party. Receiving party will not use the disclosing party's information in any way to the detriment of disclosing party or use for its own account or the account of any third party any disclosing party information that is not authorized by this Invoice. Receiving party will protect the disclosing party's information in the same manner it uses to protect its own information, with such protection taken being not less than a reasonable standard of care. Such information or data are to be returned to disclosing party promptly upon its written request. The obligations under this Section will survive the cancellation, termination or completion of this Invoice.

12. INSOLVENCY AND BANKRUPTCY: If Buyer becomes insolvent or bankrupt, files a voluntary bankruptcy petition or has an involuntary bankruptcy petition filed against it, makes an arrangement with its creditors, has an administrative receiver or administrator appointed, or commences to be wound up (other than for the purpose of amalgamation or reconstruction), Seller may, without prejudice to any other of his rights, terminate the agreement by notice to either the Buyer or any person in whom the Invoice may have become vested.

13. LIMITATION OF LIABILITY AND INSURANCE: IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER.

17. WARRANTY: Except for warranties which may vest in Seller pursuant to applicable provisions of the Uniform Commercial Code or otherwise by operation of law, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER INDIVIDUAL OR ENTITY ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT.

18. ANTI-BRIBERY: Seller represents, warrants and undertakes, as appropriate, that: (A) this Invoice and the relationship created hereby and the Seller's activities hereunder do not and will not violate any applicable laws related to bribery or corruption, including but not limited to the OECD convention on combating bribery of foreign public officials in international business transactions and all related and implementing legislation or put Buyer in breach of any such applicable laws; (B) in connection with the provision of the product or services, the Buyer will comply with at all times throughout the period of this Invoice all applicable laws and the terms of this Invoice; and (C) neither the Buyer nor, to the best of Buyer's knowledge, any of the Buyer's employees, subcontractors or agents, have made any loan, gift, donation or other payment of anything of value, directly or indirectly, whether in cash or in kind, to or for the benefit of any public official or any other person to obtain any improper advantage or will make such offers in the future, whereas the aforementioned term of a public official includes, but is not limited to, any officer or employee of a government agency, department, instrumentality, government-owned company, or public international organization, political candidate, political party or official thereof, or anyone acting in an official capacity for any of the foregoing. If Seller reasonably believes that Buyer (including Buyer's subcontractors) is in breach of its obligations under this Section, upon not less than ten (10) day's prior written notice to Buyer, Seller or Seller's third party auditor, may conduct an audit of Buyer's records, at Buyer's premises and during Buyer's normal business hours, to the extent reasonably necessary to determine whether a breach has occurred. Without prejudice to any other rights Seller may have, Seller shall be entitled to terminate this Invoice as well as any other contractual relationship the parties may have if Seller gains knowledge or reasonably suspects that the Buyer is in breach of its obligations under this Section.

19. CORPORATE SOCIAL RESPONSIBILITY: Seller will use reasonable commercial efforts to comply with the 10 principles of UN Global Compact and 4 fundamental principles of the International Labor Organization and Buyer shall use its best efforts to ensure compliance from Buyer's suppliers. If Seller reasonably believes that Buyer (including Buyer's subcontractors) is in breach of its obligations under this Section, upon not less than ten (10) day's prior written notice to Buyer, Seller or Seller's third party auditor, may conduct an audit of Buyer's records related to this Section only, at Buyer's premises and during Buyer's normal business hours, to the extent reasonably necessary to determine whether a breach of this Section has occurred. Without prejudice to any other rights Buyer may have, Seller shall be entitled to terminate this Invoice as well as any other contractual relationship the parties may have if Seller gains knowledge or reasonably suspects that the Buyer is in breach of its obligations under this Section.

20. MISCELLANEOUS: Any notice, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if mailed by registered or certified mail, postage prepaid, or delivered by overnight courier service with tracking capabilities to the addresses of the parties as set forth in this Invoice (or other addresses a party may designate by ten (10) days prior written notice). Also, writings submitted by electronic mail transmissions that are properly addressed and properly delivered are deemed to have been duly given. If any provision of this Invoice shall be adjudged by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Invoice shall otherwise remain in full force and effect and any failure by a party to enforce a provision herein or right or remedy available to it on any one occasion shall not be construed as a waiver on any other occasion. Headings herein are for convenience only and shall not be used to interpret or construe this Invoice. The relationship of Seller and Buyer is that of independent contractor. Buyer shall not use Seller's company name as a reference in sales, marketing materials, and presentations without the written consent of Buyer, which consent will not be unreasonably withheld. Buyer shall sign and return a complete Quality Agreement to Seller.