



## MetPlas Incorporated Terms and Conditions of Purchase

1. **Definitions.** As used in this Order, the following terms have these associated meanings: (a) "Buyer" means MetPlas Incorporated; (b) "goods" means those raw materials, articles, materials, supplies, drawings, data, or other property or services described in the purchase order; (c) "Order" means these Terms and Conditions of Purchase and the purchase order to which they relate; and (d) "Vendor" means the entity noted in the purchase order as the seller, vendor, contractor, supplier, servicer, or other provider.
2. **Acceptance.** Vendor's acceptance of this Order is hereby expressly limited to the terms of this Order and shipment of any part of the goods covered hereunder shall be deemed to constitute such acceptance and a contract shall be formed. If this Order is construed to be an acceptance of an offer, such acceptance is expressly made conditional on Vendor's assent to the terms of this Order and shipment of any part of the goods covered hereunder shall be deemed to constitute such assent.
3. **Quality; Warranties.** In addition to all warranties expressed or implied at law, Vendor warrants that all goods delivered pursuant hereto will: (a) be merchantable; (b) free from defects, including latent defects, in workmanship or material; (c) conform strictly to the specifications, drawings, sample or other description specified herein or furnished herewith; (d) be fit for the uses and purposes intended; (e) be manufactured and packed for shipment in accordance with, and marked with all information required by, applicable law, regulation or other governing authority; and (f) have been stored under proper conditions to preserve the quality of the goods. Vendor further warrants that it will have title to all of the goods furnished hereunder and the right to sell such goods at the time of delivery to Buyer free of any liens or encumbrances and that all such goods shall be new and unused (unless otherwise specified in the Order) at the time of delivery to the Buyer. Vendor represents that it maintains written environmental, health and safety programs that meet or exceed industry standards and that it will make information available to Buyer upon request reasonably sufficient to permit Buyer to assess those programs. All warranties shall survive any intermediate or final inspections, testing, delivery, acceptance or payment by Buyer. Repairs or replacements shall be made promptly by Vendor when the goods are defective, without cost to Buyer.
4. **Delays; Title and Risk of Loss; Force Majeure.** Time is of the essence hereof. If any goods are not delivered within the time specified in this Order, Buyer in addition to other remedies provided by law, may either (a) refuse to accept such goods and cancel this Order without liability, (b) cause Vendor to ship the goods by the most expeditious means of transportation with Vendor responsible for any additional transportation charges, or (c) purchase such goods elsewhere and hold Vendor liable for any additional loss, cost, damage or expense incurred thereby. Title to all goods shall pass to Buyer upon the earlier of payment for the goods or delivery to Buyer at its location specified in the purchase order. Unless otherwise stated in the purchase order, Vendor shall bear all risk of loss, damage or destruction until title passes to Buyer. Neither Buyer nor Vendor shall be liable for delays in delivery or failure to manufacture, deliver or accept goods due to acts of God, acts of civil or military authorities, fires, floods, epidemics, war, terrorist acts or riot, which such party could not have reasonably foreseen and provided against and provided that the cause for the delay is reported promptly in writing to the other party.
5. **Inspection.** After receipt of the goods Buyer shall have a reasonable time, but not less than seven (7) days, in which to inspect, test and accept or reject the goods, and payment shall not constitute acceptance. Any goods that are not accepted by Buyer shall be returned to Vendor at Vendor's sole cost and expense.
6. **Infringement.** Vendor warrants that the use or resale of the goods furnished hereunder will not infringe any patent, trademark, copyright or other intellectual property rights or constitute the unlawful appropriation