



Purchase Order Terms and Conditions

1. Acceptance. No terms or conditions other than those set forth in (a) this Purchase Order, and (b) any documents attached to or incorporated by reference in this Purchase Order shall be binding upon WEAVER HYBRIDS QOZB LLC. ("Buyer") unless accepted in writing by a duly authorized representative of Buyer. All specifications, drawings, notes, instructions, certifications, engineering notices or technical data referred to in this Purchase Order are incorporated herein by reference. Any delivery of goods pursuant to this Purchase Order shall be conclusively deemed acceptance by Seller of this Purchase Order and these terms and conditions, and any additional or different terms included in Seller's confirmation, acceptance or acknowledgment shall be void and without effect. The material, products, consumables, perishables, goods or services covered by this Purchase Order shall be referred to herein as the Goods.

2. Compliance with Laws. Seller warrants that the Goods have been produced, sold, transported, delivered and furnished in strict compliance with all applicable federal, state and local laws, rules, regulations and orders, including those pertaining to employment in the production and/or sale of the Goods. Seller shall execute and deliver such documents as may be required by any federal, state or local governing body to affect compliance. Seller shall also deliver to Buyer such documents as Buyer requests as evidence of compliance. All laws and regulations required in agreements of this character are hereby incorporated by this reference, including, but not limited to, applicable provisions of the Equal Employment Opportunity Act and the Fair Labor Standards Act. Seller shall defend and hold Buyer harmless from any action which may be instituted against Buyer, or any liability which may be imposed or threatened against Buyer, related to Seller's failure to so comply with said laws and regulations. Seller further agrees, as a condition precedent to payment, to attach to or stamp on each invoice issued in connection with this Purchase Order the following statement: "We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."

3. Billing, Shipping and Payment. All charges for packing, hauling, storage and transportation to the point of delivery are included under this Purchase Order unless otherwise specified. Seller shall pay all delivery charges in excess of delivery charges which Buyer has specifically agreed in writing to pay. All shipments shall be accompanied by a packing slip which describes the Goods shipped, states the appropriate purchase order number and shows the shipment's destination. No charge whatsoever shall be made by Seller or any other party for drayage or storage unless otherwise stated herein. All state and federal excise, sales and use taxes, where applicable, shall be specifically stated separately on the invoice. Any applicable cash discount period shall be computed from the date of receipt by buyer of (a) an acceptable invoice, or (b) the Goods, whichever occurs later. On invoices returned for correction, the cash discount period will commence from the receipt of the corrected invoice. Unless freight, taxes and other charges are separately itemized, any discount will be taken on the full face amount of the invoice. All payments are subject to adjustment for shortage or rejection. Any reduction in Seller's costs resulting from a reduction in freight rates, custom duties, import taxes, excise taxes, sales taxes and/or other like charges or taxes from those in force on the date hereof shall be paid to Buyer by Seller in reduction of the price of the Goods. Buyer shall not be liable for over shipments in excess of quantities specified, and Buyer may return any such over shipments at Seller's sole risk and expense, which shall include handling, packaging and transportation costs (each way).

4. Delivery. Seller shall bear all risk of loss in transit. Delivery shall not be deemed complete until the Goods are actually received and accepted by Buyer, notwithstanding any agreement to pay freight, express, parcel post or other transportation charges. Goods shall only be deemed accepted and invoices approved for payment after production samples created therefrom are inspected and approved by Buyer, including without limiting the generality of the foregoing, testing for microbiological and chemical agents.

5. Changes in Specifications or Schedules. Buyer may at any time make changes in this Purchase Order as to any Goods. If such changes affect the cost or time required for performance and if Seller makes a claim for adjustment in writing within thirty(30) days of the date it receives notification of change, an equitable adjustment may be made, solely in the discretion of Buyer.

6. Representation and Warranties of Seller. Seller represents and warrants that all Goods conform to any and all drawings, specifications, certifications and samples provided by Buyer or Seller, and of good Material and workmanship, and free from any and all defects. Seller further represents and warrants that no PFAS or DAPORS chemicals have been intentionally added, introduced, or incorporated into the goods, and the Goods contain no Bisphenol A (BPA) or Phthalates, whatsoever. Seller represents and warrants that all goods are consistent in quality and nature to materials, products, consumables, perishables, goods or services of the same Item Number covered by prior Purchase Orders, unless Buyer agrees in advance to any such changes in writing. Seller further expressly represents and warrants that the goods are fit and sufficient for the purpose intended, and shall be subject to buyers inspection at Sellers factory or upon delivery. Payment for, inspection of, or receipt of any of the goods shall not constitute acceptance of the Goods or a waiver of any breach of representation or warranty. In addition to all remedies available to Buyer at law and/or equity, any defective or otherwise non-conforming Goods may be returned to Seller for full credit for replacement with new Goods, at Buyers option and at Sellers risk and expense, including all charges for handling, packaging and transportation (each way). In no event shall Seller attempt to limit damages or remedies available made by Seller except as authorized by a replacement Purchase Order issued by Buyer. The representations and warranties described herein shall be applicable to the Goods regardless of whether Seller subcontracts for the production of all or any part of the Goods.

7. Buyers Information. Title to and the right or immediate possession of any formulas, patterns or other valuable information or material furnished or paid for by Buyer (the "Information") shall remain solely in Buyer, and Seller shall keep any Information strictly confidential. If the Goods included in the Purchase Order are made according to designs, specification or blueprints or by means of any formulas, patterns, or other information furnished by Buyer, Seller agrees that the same formulas, designs, specifications, blueprints, patterns, and other information will not be furnished to any other person and that such items or information gained therefrom will not be used for the direct or indirect benefit of any other person without Buyers prior written consent.

8. Patents. Seller shall indemnify and hold harmless Buyer, and/or its customers, against any and all liability, loss and expense, including attorney's fees, by reason of any claim, action or litigation arising out of alleged or actual, direct or contributory infringement of patent arising from the purchase, use or sale of the Goods. In case the purchase, use or sale of the Goods or any part thereof, is held to constitute infringement and/or is enjoined, Seller shall, at its own expense, procure for Buyer and its customers the right to continue to purchase, use and sell such Goods, or, with the approval of buyer, shall modify said Goods so that they become noninfringing, or remove said Goods and refund the purchase price and the transportation and installation costs thereof. In the event this Purchase Order involves experimentation, research or developmental work, Seller agrees to grant to Buyer an irrevocable, non-exclusive and royalty-free license to make, have made, use and sell any inventions resulting from the work under this Purchase Order.

9. Cancellation. Buyer, without cost to Buyer, and in addition to any other rights and remedies, reserves the right to cancel this Purchase Order in whole or in part on account of defects in material, equipment, workmanship or quality or in the event any of the Goods are not shipped as represented or warranted or otherwise specified herein, or in release orders issued hereunder, or are not received by Buyer in such condition as is specified by certifications, blueprints, drawings, specifications and other written instructions issued in connection herewith. Buyer may also cancel this Purchase Order in whole or in part in the event Seller makes an assignment for the benefit of its creditors or if a receiver is appointed for Seller, or its property, or if proceedings in bankruptcy or for corporate reorganization are filed by or against Seller, or upon Sellers failure to comply with any of the terms and conditions of this Purchase Order. In addition, Buyer reserves the right to suspend or cancel this Purchase Order at any time in whole or in part in the event any law, regulation and/or administrative act of any nature or kind either directly or indirectly requires such suspension or cancellation or prevent Buyer from carrying out the intended use for which the Goods are purchased. Buyer reserves the right to terminate this Purchase Order or any part hereof if the Goods or any part thereof are no longer needed by Buyer and, in the event of such termination, Buyer will make settlement with Seller on an equitable to cover Seller's actual cost of the Goods theretofore received by Buyer. Buyer shall also have the right to terminate this Purchase Order in the event Seller proposes any price increase to which Buyer objects.

10. Buyer's Right to Cover. If Seller fails to make delivery or repudiates or if Buyer rejects the goods or revokes acceptance thereof, then with respect to any goods involved, and with respect to the whole if the breach goes to the whole contract, Buyer may cancel the contract and, whether or not it has done so, Buyer may, in addition to recovering so much of the purchase price as it has paid, cover (as such term is employed by Article Two of the Uniform Commercial Code) and recover damages as to all goods affected whether or not they have been identified to the contract. Buyer may cover by making any purchase of goods or any contract to purchase goods in substitution for the Goods due from Seller. Buyer shall recover from Seller as damages the difference between the cost of cover and the contract price together with any incidental or consequential damages. The foregoing shall be in addition to, and not exclusive of, any other remedies which Buyer may have by law.

11. Inspection. Seller shall provide and maintain an inspection system which will assure that all Goods delivered to Buyer conform to the requirements of this Purchase Order whether manufactured or processed by Seller, or procured from subcontractors or vendors. Seller shall maintain adequate records of all inspections and tests, which records shall indicate the nature and number of observations made, the number and type of deficiencies found, the quantities approved and rejected and the nature of any and all corrective action taken. Such records shall be available to Buyer at all times and, unless otherwise agreed to by Buyer, shall be retained by Seller for a period of at least 5 years from the date of this Purchase Order or as required by applicable law, whichever is longer. The failure of Seller to maintain such records as herein provided shall be a breach of the terms and conditions of this Purchase Order, and shall be grounds for Buyer's cancellation -- without penalty or further obligation -- of the same.

12. Prohibition Against Assignment. No assignment of this Purchase Order or any interest therein, or any payment due or to become due hereunder, shall be made by Seller without obtaining the prior written consent of the Buyer.

13. Indemnification. Seller hereby shall indemnify and hold harmless the Buyer and its affiliates and its and their successors and their collective assigns, employees, officers, directors, shareholders, owners and others who may act on their behalf, and customers and users of their products (collectively, "Buyer Indemnitees") against any all claims, complaints, causes of action, liabilities or judgments in any way directly or indirectly arising from or related to the Goods, regardless of whether such claims, complaints, causes of action, liabilities or judgments also arise from or relate to some other cause, including without limiting the generality of the foregoing Seller's own acts or omissions. Losses indemnified hereby shall include Buyer Indemnitees' reasonable attorneys' fees and expenses, the costs of experts and other consultants and interest, as necessary to make Buyer Indemnitees whole. Buyer Indemnitees shall retain sole control of the defense and settlement of indemnified claims.

14. Exclusion of Prior Dealing. These terms and conditions and those on the face of the Purchase Order and the document expressly incorporated herein are intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. It is the intent of the parties to negate the effect of any prior course of dealing in the construction and interpretation of this agreement, and no such prior course of dealing shall be read into this Agreement for any purpose whatsoever.

15. Payment Terms. Buyer standard payment terms are Net 60 Days. Payment will be made weekly on the Friday following 60 days after final acceptance of product by Buyer. Effective days to payment will range from 60 days to 66 days from final acceptance of product.

16. Applicable Law, Jurisdiction and Venue. Indiana substantive and procedural law, without reference to choice of law rules, shall apply in any dispute arising between the parties or their privies arising out of or related in any way to the subject matter of this agreement. The parties consent, stipulate and agree to the exclusive jurisdiction and venue of the United States District Court for the Southern District of Indiana, and of a state court sitting in Hamilton County, Indiana, for litigation of any such dispute.