

GOJO INDUSTRIES, INC.
PURCHASE ORDER TERMS AND CONDITIONS
FOR SERVICES RENDERED

1. Acceptance. This purchase order which includes the following terms and conditions and the Exhibits (if any) attached hereto (together, this "Purchase Order") is the offer of GOJO Industries, Inc., including its subsidiaries and affiliates (collectively, "Purchaser") to purchase from the party to whom it is sent ("Supplier") (collectively, the "Parties") the services described herein. This Purchase Order may be accepted by any reasonable indication of acceptance, including acknowledgment or commencement of performance by Supplier. Acceptance of this Purchase Order by Seller, however made, is limited to these terms and conditions. Any modification of this Purchase Order must be in writing and signed by Purchaser. Any additional or contrary terms and conditions contained in any form of Supplier not specifically accepted in writing by Purchaser are hereby rejected. Supplier shall not perform any work or service under this Purchase Order unless the terms and conditions of this Purchase Order are acceptable to Supplier.

2. Definitions.

Unless elsewhere defined in this Purchase Order, capitalized words and terms used herein have the meanings set forth below in this Section 2.

- 2.1. "Supplier Personnel" means an officer, director, partner, or employee of Supplier, but not an independent contractor of Supplier unless approved, in advance, by Purchaser.
- 2.2. "Purchaser Supplied Materials" means any computer programs, specifications, data, works of authorship or any other materials furnished by Purchaser to Supplier for use in performing the Services (as hereinafter defined).
- 2.3. "Project Deliverables" means the materials or other work product resulting from the Services rendered by Supplier.
- 2.4. "Project Fees" means the amount specified on the reverse side of this Purchase Order to be paid by Purchaser to Supplier for performance of the Services.
- 2.5. "Services" means the activities to be performed by Supplier hereunder, as described in the Statement of Work ("SOW") attached hereto as Exhibit A.

3. Performance of Services; Project Coordinators; Acceptance.

- 3.1 Performance Obligations. During the Term (as hereinafter defined), Supplier shall provide all materials and labor to perform the Services, and shall deliver the Project Deliverables in accordance with the Statement of Work, time being of the essence. Supplier shall perform the Services in a timely, efficient, competent and workmanlike manner, and a minimum level consistent with the highest standards of performance of a professional providing services similar to the Services.
- 3.2 Acceptance of Project Deliverables. The Project Deliverables shall be subject to review by Purchaser to determine if they are free from error and comply with the specifications and requirements set forth in Exhibit A ("Acceptance Criteria"). Purchaser shall have sixty (60) days (or such longer period as shall be designated by Purchaser, in writing, to Supplier) from its receipt of each of the Project Deliverables to accept or reject them for non-conformance. Purchaser's failure to give notice to Supplier of its rejection of the Project Deliverables, or any portion thereof, within the sixty (60) day period (or such longer period as shall have been designated by Purchaser) shall be deemed acceptance. If the Project Deliverables, or any portion thereof are rejected, Supplier agrees to promptly make any necessary changes to the Project Deliverables. If Supplier fails to make such changes within fifteen (15) days of its receipt of Purchaser's notice, or, notwithstanding such changes, the Project Deliverables still do not meet the Acceptance Criteria, Purchaser may terminate this Purchase Order without further notice to Supplier, and Purchaser shall have no further obligation to make payments to Supplier.

4. Supplier Personnel.

- 4.1 Performance. The Services provided by Supplier will be performed only by Supplier Personnel.
- 4.2 Supervision. Supplier is solely responsible for the actions of Supplier Personnel performing work under this Purchase Order and for the supervision, daily direction and control, payment of salary (including, if applicable, withholding of income and social security taxes), worker's compensation, disability and the like of those personnel. Nothing in this Agreement will be construed as granting to Supplier Personnel any rights under any employee benefit plans offered by Purchaser.

5. Compensation.

- 5.1. Project Fees. Purchaser will pay to Supplier the total sum set forth on the reverse side of this Purchase Order. Payment of the Project Fees is payment in full for performance of the Services, including the creation of the Project Deliverables.
- 5.2. Expense Reimbursement. Subject to Purchaser's prior written approval, Purchaser will reimburse Supplier for reasonable travel and living expenses, with no mark-up, associated with travel away from Supplier's principal place of business ("Reimbursable Expenses"). All claims for Reasonable Expenses shall be accompanied by documentation reasonably supporting the expenses.
- 5.3. Invoices and Payment. Purchaser shall pay the Project Fees in accordance with the terms described on the reverse side of this Purchase Order. Provided, however, no invoice will be paid by Purchaser unless, if applicable, it carries the following certification: "Supplier represents that, with respect to performance of the Services covered by this invoice, it has fully complied with Section 12 of the Fair Labor Standards Act, as amended."
- 5.4. Books and Records. Supplier shall maintain complete and accurate accounting records, in a form in accordance with generally accepted accounting practices, consistently applied, to substantiate the Project Fees and Reimbursable Expenses.

6. Supplier's Representations and Warranties.

- 6.1. Representations and Warranties. By accepting this Purchase Order, Supplier hereby represents and warrants to Purchaser that:

- 6.1.1. the Services and Project Deliverables to be furnished hereunder will be in full conformity with Purchaser's specifications;
 - 6.1.2. all Services and all Project Deliverables will be performed or created in a highly professional manner;
 - 6.1.3. with the exception of any Purchaser Supplied Materials, Supplier is or will be the author of, and has or will have exclusive right, title and interest (including the right to grant assignments and other rights granted herein) in and to the Project Deliverables;
 - 6.1.4. the Project Deliverables have not been published, nor will they be published by Supplier;
 - 6.1.5. with the exception of any Purchaser Supplied Materials, the Project Deliverables do not infringe any copyright, patent or trade secret or other intellectual property right of any third party; and,
 - 6.1.6. Supplier is under no obligation or restriction, nor will it assume any obligation or restriction, which would in any way interfere or be inconsistent with, or present a conflict of interest concerning, the Services.
 - 6.1.7. Supplier has not been debarred, and has not been convicted a crime which could lead to debarment under any federal, state or local law, statute or regulation. In the event Supplier or any of its officers, directors or employees becomes debarred, or Supplier has reason to believe it may become debarred, Supplier shall notify Purchaser immediately of the same; and,
 - 6.1.8. Supplier has not utilized, and will use its best efforts to not utilize, the services or any person or entity in performance of the Work that has been debarred, or that has been convicted of a crime that could lead to debarment under any federal, state or local law, statute or regulation. In the event Supplier receives notice of a debarment or threatened debarment, Supplier shall notify Purchaser immediately of the same.
- 6.2. Supplier's Confidential Information. In providing Services, Supplier understands Purchaser does not desire to receive from Supplier any information which may be considered confidential and/or proprietary to Supplier and/or to any third party. Supplier represents and warrants to Purchaser that any information disclosed by Supplier to Purchaser is not confidential and/or proprietary to Supplier and/or to any third party, and that Purchaser will be free to use and disclose the information without limitation.
- 6.3. All warranties set out above and other warranties as may be prescribed by law are in addition to any warranties of additional scope given to Purchaser by Supplier and extend to Purchaser, its successors, assigns, customers, and users of the Services and will run through any expiration date stated in Supplier's warranty.

7. Specification Change. From time to time, Purchaser may revise, supplement or otherwise amend its SOW. The Project Fees and/or time for completion shall be adjusted equitably to take into account the revision, supplement or amendment. The revised SOW shall become effective on the date that is ten (10) days following Supplier's receipt of such revision, supplement or amendment, unless Supplier provides Purchaser with written notification of objection. Said notification of objection must be received by Purchaser no later than five (5) days following Supplier's receipt of the revision, supplement or amendment. If Supplier provides an objection, then the Parties shall promptly and in good faith attempt to resolve the objection. If the objection cannot be resolved within twenty (20) days following Purchaser's receipt of Supplier's objection, then Purchaser, in its sole discretion, may terminate this Purchase Order and any related agreement with Supplier without penalty, liability or further obligation.

8. Intellectual Property. Supplier and Purchaser agree that the Project Deliverables and all other work resulting from the Services (collectively, "Work") shall be considered as a 'work-made-for-hire'. To the extent the Work, or any portion thereof, does not qualify as a 'work-made-for-hire' under any applicable law, including, but not limited to, the United States Copyright Act, 17 U.S.C. §101 et seq., Supplier hereby expressly assigns and agrees to assign all worldwide right, title and interest in and to the same to Purchaser. The ownership of the Purchaser Supplied Materials, and all patents, copyrights, trade secrets and other intellectual property rights therein, shall be retained by Purchaser. Supplier shall use the Work and Purchaser Supplied Materials solely for the benefit of Purchaser and for no other purpose

Supplier hereby assigns to Purchaser or its designee the entire right, title, and interest for the entire world in and to all work produced and performed, including, but not limited to, all writing(s), formula(s), design(s), model(s), mold(s), drawing(s), photograph(s), design invention(s) and other invention(s) (collectively, "Inventions") made by Supplier, Supplier Personnel, or any other person or entity acting on behalf of or for the benefit of Supplier, either solely or jointly with others, during the performance of the Services.

Supplier shall promptly and fully disclose to Purchaser all Inventions made, conceived, reduced to practice, or authored by Supplier, Supplier Personnel, or any other person or entity acting on behalf of for the benefit of Supplier as set forth in the paragraph above.

Supplier shall sign, execute, and acknowledge or cause to be signed, executed, and acknowledged, without cost, but at the expense of Purchaser, any and all documents and perform such acts as may be necessary, useful or convenient for the purpose of securing to Purchaser or its nominees patent, trademark, trade secret, or copyright protection throughout the world upon all Inventions.

Supplier has acquired or shall acquire from each of its employees, agents, or other persons or entities acting in behalf of or for the benefit of Supplier, the necessary rights to all such Inventions made by such employees within the scope of their employment by Supplier in performing Services under this Purchase Order. Supplier shall obtain the cooperation of each such employee, agent, or other person or entity acting on behalf of or for the benefit of Supplier, to secure to Purchaser or its nominees the rights to such Inventions as Purchaser may acquire in accordance with the performance of this Purchase Order.

Supplier does hereby acknowledge that under the terms of this Purchase Order, all Inventions made and all rights appertaining thereto are entirely the property of Purchaser or its designee, its successors, and assigns, absolutely and forever, and for all uses and purposes whatsoever and free from payment of any royalty or compensation whatsoever except that contemplated by this Purchase Order.

9. Indemnification. Supplier shall indemnify, defend, and hold Purchaser and its directors, officers, employees, agents and representatives harmless from and against any and all suits, proceedings at law or in equity, claims, liabilities, judgments, settlements, costs, payments and expenses (including reasonable legal fees) asserted against, or incurred by Purchaser, arising out of or in connection with:

- 9.1. Supplier's breach, actual or alleged, of any one or more of its representations and warranties contained herein; or,

9.2. claims for damage to property, or death or injury to persons, caused by or resulting from the willful or negligent acts or omissions of Supplier Personnel.

10. Limitation of Liabilities. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS PURCHASE ORDER, PROVIDED, HOWEVER, THAT THIS LIMITATION OF LIABILITY DOES NOT APPLY TO ANY LIABILITIES OF SUPPLIER TO PURCHASER UNDER SECTIONS 9 AND 11 OF THIS PURCHASE ORDER.

11. Taxes. Supplier shall have sole responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws and for filing all required tax forms with respect to any amounts paid by Purchaser to Supplier hereunder and any amounts paid by Supplier to its employees. Supplier shall indemnify and hold Purchaser harmless against any claim or liability (including penalties) resulting from failure of Supplier to pay such taxes or contributions, or failure of Supplier to file any such tax forms.

12. Insurance. Prior to performing the Services, Supplier shall furnish to Purchaser a Certificate of Insurance from insurance companies approved by Purchaser evidencing that Supplier is covered by insurance of the following kinds, in at least the following amounts, for the Term (as hereinafter defined):

<u>KIND OF INSURANCE</u>	<u>MINIMUM AMOUNT</u>
A. GENERAL LIABILITY (including, without limitation, coverage for sub-contractors operations and contractual liability)	Minimum of \$1,000,000 combined single limit
B. AUTOMOBILE LIABILITY – bodily injury and property damage	Minimum of \$1,000,000 combined single limit
C. WORKERS' COMPENSATION	As required by law
D. UMBRELLA (EXCESS) LIABILITY	Minimum of \$1,000,000 per claim and in the aggregate
E. PROFESSIONAL LIABILITY (E&O)	Minimum of \$1,000,000 per claim and in the aggregate

Said insurance policies shall contain a provision or endorsement that no cancellation in coverage shall be made without giving Purchaser thirty (30) days prior written notice thereof. The Certificate of Insurance shall name Purchaser as an additional insured on the foregoing coverages.

13. Term. Subject to the remaining provisions of this Purchase Order, this Purchase Order and the Services shall remain in effect for the term specified on the reverse side of this Purchase Order 20____ (“Term”). The terms of Sections 5, 6, 8, 9, 10, 11, 12, 17, 19, 20 and 21 shall survive the expiration or earlier termination of this Purchase Order.

14. Events Not within Control of the Parties (“Force Majeure”). If, by reason of fire, earthquake, flood, explosion, accident, difference with or inability to secure workers, lack of material, lack of facilities, act of God, or of any public enemy, act of terrorism, civil strife, voluntary or involuntary compliance with any valid or invalid law, order, regulation, request, or recommendation of any government agency or authority, lack of transportation facilities, or other cause beyond the immediate and direct control of either party, either party shall be delayed in whole or in part in providing and/or accepting the Services, then without obligation the Parties shall mutually agree on one of the following options: (a) cancel this Purchase Order, in whole or in part, as to any Services yet to be rendered; or (b) suspend, in whole or in part, rendering of Services during the continuance of and to the extent of such cause.

15. Compliance with Law. Supplier, its employees and agents will comply with all applicable federal, state, and local laws and regulations, including but not limited to any applicable regional, country-specific and/or local laws, and/or US Export and Customs (including anti-boycott) regulations, and the Foreign Corrupt Practices Act, 15 U.S.C §§ 78dd-1, et seq. Award of this order is subject to the Seller's compliance, whenever applicable, with 41 CFR §§ 60-1.4(a); Executive Orders 13498 and 13465; the provisions and regulations of the Occupational Safety and Health Act; 29 CFR 471, Appendix A to Subpart A; 41 CFR §§ 60-741.5(a); and 41 CFR §§ 60-300.5(a), as same may be amended from time to time, and all of which are hereby incorporated by reference as though fully set-forth herein.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against qualified individuals on the basis of race, color, religion, sex or national origin and requires affirmative action by covered prime contractors and subcontractors to ensure applicants are employed and that employees are treated without regard to race, color, religion, sex or national origin.

16. Employment. Purchaser expects Supplier to meet the following terms and conditions of employment, at minimum, for all of their employees:

16.1. Supplier shall fairly compensate its employees by providing wages and benefits that are in compliance with national laws of the countries in which the Supplier is doing business or which are consistent with the prevailing local standard in the countries in which the Supplier does business, if the prevailing local standards are higher. The Supplier shall fully comply with wage and hour provisions of the Fair Labor Standards Act, if applicable, and shall use only subcontractors who comply with this law, if applicable.

16.2. Supplier shall maintain reasonable work hours in compliance with local standards and applicable national laws of the countries in which Supplier is doing business. Employees shall not work more hours in one week than allowable under applicable law, and shall be properly compensated for overtime work.

- 16.3. Forced or prison labor will not be tolerated. Supplier shall maintain employees on a voluntary basis. Purchaser will not accept products from Supplier if Supplier utilizes forced labor or prison labor in any manner in the manufacture and/or contracting, subcontracting or other relationships for manufacture of their products.
- 16.4. Child labor will not be tolerated. Purchaser will not accept products from Supplier if Supplier utilizes child labor in any manner in the manufacture and/or contracting, subcontracting or other relationships for manufacture of their products. No person shall be employed at an age younger than 15 (or 14 where the law of the country of manufacture allows) or younger than the age for completing compulsory education in the country of manufacture where such age is higher than 15.
- 16.5. Supplier shall furnish employees with safe and healthy working conditions. Factories working on Purchaser's Products shall provide adequate medical facilities, fire exits and safety equipment, well lighted and comfortable work stations, clean restrooms, and adequate living quarters where necessary or required by law. Workers should be adequately trained to perform their jobs safely.

17. Purchaser's Remedies. In addition to the other remedies described in this Purchase Order, in the event Supplier breaches its obligations hereunder, Purchaser may pursue all legal and equitable remedies available to it.

18. Complete Agreement - Waiver. This Purchase Order, (and if applicable, any Confidential Nondisclosure Agreement ("CNA")), constitutes the entire agreement between the Parties. All terms, conditions and specifications are set forth on the face and back hereof or on attachments hereto. There are no warranties, agreements, or understandings either express or implied, affecting it, except as set forth on the face and back hereof or on attachments hereto. No failure of Purchaser to require Supplier's strict performance of or authorization by Purchaser permitting Supplier to deviate from any term, condition, or specification set forth in this Purchase Order shall be construed as a waiver of Purchaser's right to require strict performance of the same or any other term, condition or specification in the future.

19. Applicable Law; Attorneys' Fees; Assignment. This Purchase Order shall be construed and performed in accordance with the laws of the State of Ohio, without giving effect to its choice of law provisions. All disputes arising out of or relating to this Purchase Order shall be resolved in federal or state courts located in Summit County, Ohio. In the event that any party herein commences any legal or equitable action or proceeding including, without limitation, an action for declaratory relief or any other form of relief, in order to enforce, interpret, reform, rescind or in any other matter effect the provisions of this Purchase Order, Supplier shall not plead *forum non conveniens*. The rights of the Supplier under this Purchase Order may not be assigned by the Supplier without the prior written consent of the Purchaser.

20. Confidentiality. If Purchaser and Seller are parties to a CNA, the terms of the CNA are incorporated herein by reference. If the Purchaser and Seller are not parties to such an agreement, Seller shall not, at any time, disclose to any person, firm, or corporation any information acquired by Seller through this Purchase Order, including, without limitation, information concerning the business or technology of Purchaser such as its customer lists, price data, its purchasing volumes, its relations with its employees, its manner of operation, or its inventions, designs, plans or processes; these being trade secrets material to the successful conduct of Purchaser's business, nor will Seller take with it upon termination of this Purchase Order any drawings, blueprints, specifications, documents, or other papers, or any tools, dies formulae, or materials, except with the prior written consent of Purchaser. Seller shall not make any reference, advertisement, or promotion regarding Purchaser or Purchaser's purchase or use of goods furnished hereunder without the prior written consent of Purchaser, except to the extent required by law.

21. Employees. During the course of providing the Services for Purchaser and for a period of one (1) years thereafter, Supplier shall not directly or indirectly solicit for employment or hire an employee of Purchaser. Supplier acknowledges and agrees that the hiring of Purchaser's employee will damage Purchaser and that Purchaser may seek injunctive relief as well as damages and legal fees to enforce its rights under this paragraph.

22. Termination for Convenience by the Purchaser. Purchaser may, for any reason, terminate this Purchase Order and any related agreement, in whole or in part, upon thirty (30) days' prior written notice to Supplier. In the event of such termination, Purchaser shall pay Supplier for all work satisfactorily performed up to the day of termination. Purchaser shall have no additional liability after such payment is made.

23. Independent Contractor Status. The Parties are, and will remain independent contractors with respect to each other and nothing in this Purchase Order or any related agreement shall be construed to place the Parties in the relationship of partners, joint venturers, fiduciaries or agents. Neither shall the employees, workers, laborers, agents or subcontractors of Supplier be deemed employees or agents of Purchaser.

24. Notices. Any notices required or permitted by this Agreement shall be in writing and addressed to the party to receive such notice at its corresponding address, as follows:

To Supplier:

 Attention: _____

To Purchaser:

GOJO Industries, Inc.
 Attention: Legal Counsel
 One GOJO Plaza, Suite 500
 Akron, OH 44133, USA

The Parties shall send all notices by internationally recognized overnight courier. Notice will be deemed given on the date received.

Either party may change its address set forth above by notifying the other party of its new address in writing.

EXHIBIT A
STATEMENT OF WORK