

Suppliers, you should not bookmark this page because these terms and conditions are specific to the Purchase Order and may hereafter be revised from time to time by Vi-Jon. If revised, the revised terms and conditions will be posted on the Vi-Jon Website and will thereafter be immediately effective for Purchase Orders issued thereafter. **Please re-read the terms and conditions referenced in each subsequently issued Purchase Order that you receive because by accepting such purchase order after a revised version of the terms and conditions has been posted you will be deemed to have accepted the revised version.**

VI-JON, INC. PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE -- Vi-Jon's Purchase Order is an offer to buy goods and/or services (collectively referred to as "Goods") according to the description and other provisions set forth on the front and reverse sides hereof and in accordance with the terms of any supply agreement entered into by the parties ("Agreement"). The Purchase Order and the Agreement shall collectively be referred to "Purchase Order." This Purchase Order shall be deemed to have been accepted by Supplier by acknowledging receipt of this Purchase Order or other commencement of work by Supplier in connection with this Purchase Order. No additional or different terms offered by the Supplier shall be or become a part hereof, nor shall the Purchase Order be modified, without the express written approval of Vi-Jon. The performance of any Purchase Order shall not be governed by the terms and conditions of any Supplier proposal, quotation, order acknowledgment, order acceptance, invoice, shipping order, bill of lading or other document furnished by Supplier at any time, and the acceptance by Vi-Jon of any Goods furnished pursuant to this Purchase Order which is accompanied by any such Supplier document shall not be construed as an acceptance by Vi-Jon of any terms or conditions contained in such document which are inconsistent with or in addition to the terms and conditions set forth in the Purchase Order. By acceptance of a Purchase Order, Supplier agrees that it has inspected and approved all plans, drawings and specifications applicable to the Goods, including all general and special conditions appertaining thereto.
2. TAX -- Supplier agrees to withhold and to pay to the proper governmental authorities Social Security taxes and Unemployment Compensation taxes in any and all jurisdictions as may be required by law, and to hold Vi-Jon harmless against any claims for non-payment or insufficient payment of same. Supplier will be solely responsible to obtain any required permits for the performance of its undertaking under the Purchase Order. Any license fees, excise taxes, use taxes or other assessments applicable to Supplier's undertaking or imposed upon either Supplier or Vi-Jon by reason thereof are deemed to be included in the price and shall be payable by Supplier. In the event Vi-Jon is assessed the amount of any such tax which Supplier has failed to pay, Supplier agrees to indemnify Vi-Jon against all loss and expense (including reasonable attorneys' fees) in connection therewith. Should Vi-Jon wish to contest the legal validity and/or applicability of any tax which is or has been imposed upon the manufacture, sale, delivery, consumption or use of any of the Goods furnished hereunder, Supplier agrees to permit the use of its name in any legal proceedings contesting the same, at no expense to Supplier. Any refund of any tax of which Vi-Jon bears the ultimate burden of payment, whether received by Supplier or Vi-Jon, shall be the property of Vi-Jon whether or not Vi-Jon has contested the payment of the refunded tax.
3. SHIPPING -- Packing slips must accompany each shipment. All Goods are to be suitably packed or otherwise prepared for shipment so as to secure the lowest transportation and insurance rates and to meet carrier requirements. No charges will be allowed for drayage, boxing or packing unless specifically stated in the applicable Purchase Order. Goods must be shipped as provided for in this Purchase Order, or additional shipping and handling costs will be back charged to Supplier. In the absence of such instructions, shipments shall be routed via the most economical mode of commercially reasonable transportation available consistent with the time requirements established for the order. When terms of delivery or conditions are F.O.B. place of destination, all transportation charges shall be paid by Supplier. Vi-Jon will not be liable for any charges for packing, cartage, including any tax, crating or storage, in excess of the purchase price of this Purchase Order unless otherwise stated herein.
4. RISK OF LOSS; TITLE TO GOODS -- All risk of loss shall be upon Supplier from the time the goods first come under Supplier's control until such time as the goods shall be delivered to the destination specified in this Purchase Order and there accepted by Vi-Jon, without regard to the F.O.B. point. Supplier agrees to indemnify and hold Vi-Jon harmless against any and all loss, cost, damage and expense which Vi-Jon shall sustain as a result or in consequence of the loss of or damage to the articles during such period of time. Title to the goods shall pass to Vi-Jon upon delivery at the F.O.B. point.
5. QUANTITIES AND SPECIFICATIONS -- Supplier shall not deliver, and Vi-Jon shall not have any obligation or liability with respect to, any quantity of any Goods in excess of the quantity specified in a Purchase Order or in excess of the maximum quantity specified unless Vi-Jon shall deliver to Supplier written authorization for the excess quantity. Vi-Jon's count will be accepted as final and conclusive on all shipments. Vi-Jon reserves the right to cancel all or any portion of a Purchase Order if not filled as specified. Supplier shall not furnish or deliver to any person other than Vi-Jon or a person designated in writing by Vi-Jon any products which shall be produced according to Vi-Jon's design or specification or developed for Vi-Jon at Vi-Jon's direction or any designs supplied by Vi-Jon or copies thereof.
6. DELAY -- Delay in receiving invoices and errors and omissions on statements or invoices will be considered just cause for withholding settlement without losing discount privileges. If deliveries are so far behind schedules specified in a Purchase Order as to make it necessary for Vi-Jon to request Supplier to make shipments by other means, it is understood that Supplier will pay any resulting increase in transportation cost.

7. WAIVER -- Failure of Vi-Jon to insist on performance of any of the terms and conditions or requirements of this Purchase Order shall not be construed as a waiver of such terms, conditions, or requirements, and shall not affect the right of Vi-Jon thereafter to enforce each and every term, condition, or requirement.

8. PRICE REDUCTIONS -- Supplier agrees that Vi-Jon shall receive the benefit of any reduction in price for any Goods described herein which shall be made or in effect at the time of shipment or delivery or furnishing thereof to Vi-Jon and that in any such case the price therefor provided in any Purchase Order shall be reduced accordingly.

9. WARRANTY -- Vi-Jon will receive good title to all Goods furnished hereunder, free and clear of all liens. Supplier warrants and represents, both as of the date of delivery to Vi-Jon and at the time of use by Vi-Jon's customers, that all Goods furnished by Supplier hereunder are free of all defects, and fulfill and conform to the specifications required for the applicable Purchase Order. Supplier expressly warrants and represents that all Goods covered by this order conform to each and every specification, drawing, sample, or other description which has been furnished to Supplier. Vi-Jon's acceptance of Goods containing latent defects or otherwise failing to conform to this warranty shall not constitute a waiver of Vi-Jon's rights under this warranty, and Supplier's warranty shall extend to the time of discovery of such defects or failure to conform notwithstanding any prior inspection by Vi-Jon. SUPPLIER AGREES THAT THERE WILL BE NO SUBSTITUTION OF MATERIALS USED IN THE MANUFACTURING OF GOODS OR CHANGE OF MANUFACTURING PROCESS WITHOUT PRIOR WRITTEN NOTICE TO VI-JON.

Supplier further warrants and represents that all Goods delivered pursuant to this Purchase Order, were processed, manufactured, represented, described, packaged, labeled, advertised, sold, invoiced and shipped in full compliance with all applicable laws, ordinances, codes, rules, regulations and orders, including executive orders, now existing or hereafter enacted, adopted or enforced by any government body or agency, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended, all food and drug acts and regulations, including, without limitation, The Federal Food, Drug and Cosmetics Act, Current Good Manufacturing Practices, as from time to time provided in the Code of Federal Regulations, the Federal Trade Commission Trade Practices Rules, the Fair Packaging and Labeling Act, the Missouri Merchandising Practices Act, and Section 202 of Executive Order 1124. Supplier covenants by acceptance of any Purchase Order that it will comply with such laws, ordinances, codes, rules, regulations and orders, including executive orders and amendments thereto to the extent the same are applicable to the manufacture and/or sale of the Goods purchased hereunder.

All warranties of Supplier shall survive inspection by Vi-Jon, quality tests, acceptance of Goods by Vi-Jon, and payment for the Goods and shall run to and inure the benefit of Vi-Jon, its successors and assigns. No action of Vi-Jon shall be deemed to constitute any waiver of these warranties, or any warranties implied by law. The warranties of Supplier, together with its guarantees, shall be enforceable not only by Vi-Jon but also by its assigns and each successive customer. In addition, Supplier assigns to Vi-Jon the benefit of any warranty that Supplier receives from its suppliers of any Goods purchased by Vi-Jon hereunder.

10. DEFECTIVE GOODS -- No Goods received by Vi-Jon pursuant to any Purchase Order shall be deemed accepted until Vi-Jon has had reasonable opportunity to inspect said Goods. At Vi-Jon's request, Supplier shall immediately submit, at Supplier's expense, samples of the Goods ordered pursuant to any Purchase Order for testing or examination at laboratories selected or approved by Vi-Jon. Vi-Jon's right to require such testing shall be in addition to any other rights of Vi-Jon to inspect and examine such Goods. The acceptance by Vi-Jon of any Goods tested or examined (or the failure of Vi-Jon to require the submission of Goods for testing or examination) shall not be deemed a waiver of any specification, warranty or guaranty expressed herein or implied by law. Anything which is discovered to be defective or which does not conform to any warranty of Supplier herein upon initial inspection or at any later time, if the defects contained therein were not reasonably ascertainable upon the initial inspection, may be returned at Supplier's expense for full credit or replacement. No Goods shall be replaced without Vi-Jon's written authorization. Such return shall in no way affect Vi-Jon's discount privileges. The remedy afforded to Vi-Jon arising from its receipt of defective Goods under this section shall not exclude any other legal, equitable or contractual remedies Vi-Jon may have therefor, including without limitation, Supplier agrees that Vi-Jon shall have the right to set off against amounts which may become payable by Vi-Jon to Supplier under contract or otherwise, any present or future indebtedness of Supplier to Vi-Jon, whether arising under this Purchase Order or otherwise. Without limiting the generality of the foregoing, Vi-Jon shall have the right to cancel any unshipped portion of the Goods ordered under any Purchase Order or, in Vi-Jon's sole discretion, Vi-Jon may (but shall not be obligated to) repair any defects and charge Supplier's account for the cost of such repairs, when, in the sole judgment of Vi-Jon, the costs of making such repairs would be less than the cost of Supplier's replacement thereof or Vi-Jon's cancellation of its Purchase Order. If it becomes evident to Vi-Jon that Supplier is not conducting any work required to deliver the Goods hereunder in accordance with the specifications or with diligence so as to permit delivery on or before the specified delivery date, and does not cure such failure within a period of ten (10) days (or such longer period as Vi-Jon may authorize in writing) after receipt of notice specifying such failure, Vi-Jon may terminate its Purchase Order in whole or in part.

11. INSURANCE -- Supplier hereby agrees to furnish and maintain at its own cost and expense, the following insurance policies underwritten by good and solvent insurance companies: (s) worker's compensation insurance as prescribed by applicable state law, or in the absence of such state law, an amount of not less than \$1,000,000.00 shall be required and maintained; (b) employers; liability insurance limits of at least \$1,000,000.00; (c) commercial general liability ("CGL") insurance ISO 1988 or later occurrence form of insurance, including contractual liability cover with limits of at least \$2,000,000.00 combined single limit for bodily injury and property damage per occurrence and endorsed to include products liability and completed operations coverage in the amount of \$2,000,000.00 per occurrence. Supplier shall not violate, or permit to be violated, any conditions of any of said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies. Supplier shall furnish Vi-Jon with insurance certificates indicating the

coverage above referred to. Supplier shall not contract for the performance of any part of the work herein required without imposing similar obligations on any subcontractor so employed.

12. INDEMNIFICATION -- Supplier hereby agrees to indemnify, defend and hold harmless Vi-Jon, its affiliated companies and their respective agents and employees from all claims and suits for money or damages to property including incidental and consequential damages relating thereto or injuries, including death, to persons, and from all judgments recovered therefor, and from all expenses in defending said claims or suits, including court costs, attorneys' fees and other expenses, caused by or arising out of: (a) the act or omission of Supplier, its agents, and employees while on or about the premises of Vi-Jon for the purposes of delivering, installing, repairing, maintaining, or providing the Goods required by this Purchase Order; (b) the negligence or wrongful acts or omissions of Supplier, its agents, and employees; (c) any misrepresentation, breach of warranty, or non-fulfillment of any obligation or agreement made by Supplier in connection with this Purchase Order; and (d) any and all claims, demands and liens for the value of Goods furnished or labor performed under this Purchase Order. Notwithstanding anything stated herein to the contrary, the terms and conditions herein shall not be construed to indemnify or hold harmless Vi-Jon from its own negligence.

13. FORCE MAJEURE -- Neither party shall be liable for delays or defaults in the performance of any Purchase Order due to Acts of God, strikes, fires, accidents, or any other causes beyond its control and without its fault or negligence, and in such event, Vi-Jon may cancel, in whole or in part, any Purchase Order affected by such force majeure.

14. INSOLVENCY -- In the event of the commencement of any proceeding by or against Supplier, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of Supplier, or in the event of a breach of any of the terms hereof by Supplier, Vi-Jon shall be entitled to cancel any Purchase Orders and Agreements then in effect. Furthermore, if any federal, state or local governmental department or authority having jurisdiction shall direct Vi-Jon to undertake or refrain from undertaking work or certain types of work, and as a result thereof Goods ordered under any Purchase Order shall become unnecessary, Vi-Jon may, without penalty cancel such Purchase Order by written notice to Supplier as to any balance thereof remaining undelivered or unperformed.

15. LIEN WAIVERS -- Vi-Jon shall have the right to demand lien waivers and withhold from any payment due Supplier such amount as will protect it from claims of Supplier's subcontractors or materialmen.

16. COPYRIGHTS AND PATENTS -- All artwork, graphics, designs and mechanical features created, adapted, produced or designed by Supplier in the course of selling Goods to Vi-Jon or performing services for Vi-Jon, together with any patents or copyrights on such artwork, graphics, designs or mechanical features are works made for hire and Vi-Jon's exclusive property. All artwork, graphics, designs and mechanical features, together with any patents or copyrights on such artwork, graphics, designs or mechanical features provided to Supplier by Vi-Jon, are and shall remain Vi-Jon's exclusive property. Notwithstanding the foregoing, Supplier hereby irrevocably assigns to Vi-Jon all of Supplier's right, title and interest in such artwork, graphics, designs and mechanical features, and all intellectual property rights therein, including copyrights and patents with respect thereto. Vi-Jon shall have the sole and exclusive right to obtain and hold in its name registrations with respect to such copyrights and patents, and Supplier shall offer all reasonable assistance in securing such rights in Vi-Jon's behalf.

17. INFRINGEMENT -- Supplier warrants and represents that the Goods delivered hereunder do not infringe or otherwise violate the contractual or proprietary rights of any other entity, including, without limitation, any patents, copyrights, trademarks, trade secrets, and rights of publicity.

18. GENERAL -- Time is of the essence. In the event that Supplier shall fail to deliver the Goods, in the quantities specified, or to furnish any service at the time and place specified in any Purchase Order, Supplier shall reimburse Vi-Jon, upon demand therefor by Vi-Jon, for any and all loss, cost, damage and expense which Vi-Jon shall sustain as a result of or in consequence of such failure. IN NO EVENT SHALL VI-JON BE LIABLE TO SUPPLIER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. This Purchase Order and the Agreement shall be construed under the laws of the State of Missouri.

19. CONFIDENTIALITY -- All information provided by Vi-Jon to Supplier in connection with this Purchase Order shall be maintained in strict confidence by Supplier. This information shall remain the property of Vi-Jon, and Supplier shall not use the same for or on behalf of any entity other than Vi-Jon. At the termination of this Purchase Order, Supplier shall promptly return to Vi-Jon any physical embodiments (including copies) of any such information. All information provided by Supplier to Vi-Jon in connection with this Purchase Order shall be maintained in strict confidence. Such information shall remain the property of Supplier, and Vi-Jon shall not make use of any such information except for the purposes for which it was provided. At the termination of this Purchase Order, Vi-Jon shall promptly return to Supplier any physical embodiments (including copies) of any such information. The covenants of the receiving party contained in this Section 19 shall not apply to information which: (i) is already in the public domain at the time of disclosure; (ii) becomes part of the public domain through no action or omission of the receiving party after disclosure to the receiving party; (iii) is already known to the receiving party at the time of disclosure, as evidenced by the receiving party's written records; (iv) has been or is disclosed to the receiving party in good faith by a third party who was or is not, at the time of disclosure, under any obligation of confidence to the other party hereto at the time the third party disclosed such information; or (v) is required to be disclosed by law. This Section 19 shall survive expiration or termination of this Purchase Order for a period of five (5) years.

20. TERMINATION -- In addition to Vi-Jon's termination rights set forth elsewhere herein, Vi-Jon may terminate any Purchase Order, in whole or in part, in its sole discretion, (i) upon 30 days prior written notice to Supplier for any reason; (ii) upon prior written

notice to Supplier if Supplier breaches the Purchase Order and shall have failed to cure such breach within thirty (30) days of receipt of written notice; (iii) if reasonable grounds for insecurity arise with respect to Supplier's performance and Supplier fails to furnish adequate assurances within five days after written demand by Vi-Jon for such assurance; or (iv) immediately upon prior written notice to Supplier if Supplier becomes insolvency or makes an assignment for the benefit of creditors, commits an act of bankruptcy or files or has filed against is a petition in bankruptcy or reorganization proceedings. During any notice period, Supplier shall cease to provide the cancelled Goods to Vi-Jon as soon as commercially practicable after receiving such notice.

Upon termination or expiration of a Purchase Order, (i) Supplier shall return to Vi-Jon all Confidential Information of Vi-Jon obtained in connection with such Purchase Order; (ii) Vi-Jon shall be entitled to the ownership, possession, use and license of any and all work in process under such Purchase Order to which it is entitled pursuant to Section 16; and (iii) Supplier shall invoice Vi-Jon for all outstanding fees and expenses incurred for Goods delivered under such Purchase Order through and including the date of any such termination or expiration.

FOR PURCHASE ORDERS TO SUPPLIERS OUTSIDE OF THE UNITED STATES, THESE ADDITIONAL PURCHASE ORDER TERMS AND CONDITIONS SHALL APPLY:

21. NONCONTRAVENTION -- Neither the execution and the delivery of this Purchase Order, nor the consummation of the transactions contemplated hereby will (a) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Supplier is subject or any provision of its charter or bylaws or (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Supplier is a party or by which it is bound or to which any of its assets are subject. Except as provided herein, Supplier does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the parties to consummate the transactions contemplated by this Purchase Order.

22. FOREIGN CORRUPT PRACTICES ACT -- Supplier has not taken and will not take in the future in connection with the transactions contemplated hereby any action that would be illegal under United States' law, including, but not limited to, directly or indirectly paying, offering, giving or promising to pay or give, or authorizing the payment or gift of, any portion of the compensation or reimbursements received from Vi-Jon hereunder or any other monies or other thing of value to (a) an official or employee of any government, (b) an official or employee of any agency or instrumentality of any government, (c) a candidate for political office, (d) a political party or party official in any non-U.S. territory or country or (e) any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the persons described in clauses (a) through (d) above, for the purpose of (1) influencing any act or decision of any of the above persons in their or its official capacity, including a decision to fail to perform his or its official function, or (2) inducing any of the persons specified above to use his or its influence to affect or induce any act or decision of such government or instrumentality, in order to assist Supplier or Vi-Jon in obtaining or retaining business or to engage in acts or transactions otherwise in violation of the Foreign Corrupt Practices Act of the United States of America of 1977, as amended from time to time.

23. GOVERNING LAW; ARBITRATION -- This Purchase Order shall be interpreted in accordance with and governed by the laws of Missouri, as if executed and fully performed in Missouri, and the parties specifically disclaim application of the United Nations Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim arising out of or relating to this Purchase Order, or the breach, termination or invalidity thereof (including any claim of arbitrability or arbitral jurisdiction), shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its International Arbitration Rules as at present in force and as may be amended by the rest of this clause. The appointing authority shall be the AAA. The place of arbitration shall be in St. Louis, Missouri. There shall be only one arbitrator. The arbitration shall be conducted in the English language, and the arbitrator must be fluent in English. The arbitrator may issue interim awards, and any interim or final award of the arbitrator may be, alternatively or cumulatively, for monetary damages, an order requiring the performance of non-monetary obligations (including specific performance) or any other appropriate order or remedy; provided, however, that the arbitrator shall not make any award for multiple, punitive or exemplary damages. Nothing in this clause shall limit the right of any party to apply to any court of competent jurisdiction for specific performance or other injunctive relief. Such application to a court shall not constitute a waiver of the agreement to arbitrate claims for other relief under this clause. To the fullest extent permitted by applicable law, the parties agree to waive any right to apply or appeal to any court to contest the enforceability of this clause, to contest the arbitrability of any dispute, controversy or claim or to set aside any interim or final award. The parties irrevocably submit to the venue and jurisdiction of the federal and state courts of Missouri in any proceedings arising out of or relating to this Purchase Order, including any action to confirm or enforce any arbitral award and any action for specific performance or injunctive relief. All information, data and documentation disclosed or delivered by a party to another party or the arbitrator in consequence of or in connection with an arbitration hereunder shall remain the property of the party who originally disclosed or delivered the same (the "**Producing Party**") and shall be treated as confidential by the recipient. Except as required for enforcement of an award or as otherwise ordered by a court or government agency, such information, data and documentation shall not be disclosed by the recipient to any other person or entity, and all originals and copies thereof shall be returned directly to the Producing Party within ninety (90) calendar days after the Producing Party has fully satisfied its obligations, if any, under all awards in the arbitration. In the event a court of competent jurisdiction determines that all or any part of this Purchase Order is invalid or unenforceable for any reason, this clause shall not be affected thereby and shall be given full effect without regard to the invalidity or unenforceability of the remainder of this Purchase Order. This Section shall survive any termination of this Purchase Order.