

THIS ORDER IS SUBJECT TO THE FOLLOWING CONDITIONS:

(PIPELIFE Jet Stream Inc. is referred to below as "Buyer," and the addressee of this purchase order is referred to as "Seller.")

1. **EXTRAS.** — No charges will be allowed for taxes, transportation, boxing, packing or returnable containers unless stated. All sales, use, excise or similar taxes to be paid by Buyer must be itemized separately hereon and on all invoices. All packaging must conform to Uniform Freight Classifications Requirements.
2. **SPECIFICATIONS.** — All articles ordered to Buyer's specifications must comply with such specifications which are current as of the date of this order unless otherwise specified by Buyer.
3. **WARRANTY.** — Unless otherwise agreed to in writing by the parties, Seller expressly warrants that all articles ordered to specifications will conform thereto and to the drawings, samples, or other description furnished or adopted by Buyer and that all articles will be fit and sufficient for the intended purpose and will be merchantable and of good material and workmanship and free from defects.
4. **INSPECTION.** — All articles ordered will be subject to final inspection and approval at Buyer's plant. Such inspection will be made within a reasonable time after delivery of the articles, irrespective of the date of payment therefor. Any rejected articles returned to Seller shall be at Seller's expense. No replacement of defective articles returned shall be made unless specified on Buyer's return material orders. Acceptance of articles by Buyer after inspection shall not relieve Seller of liability for latent defects or other defects or mistakes not reasonably discoverable by inspection.
5. **ADVERTISING.** — Seller shall not in any manner advertise or publish the fact that Buyer has placed this order without the prior written consent of Buyer.
6. **PATENT INDEMNITY.** — Seller agrees to indemnify Buyer and users of its products against loss, damage, or liability, including costs and expenses, which may be incurred on account of any suit, claim, judgment, or demand involving infringement or alleged infringement of any patent rights in the manufacture, use, or disposition of any article or material supplied hereunder. Buyer shall notify Seller of any claim or suit instituted against it and to the full extent of its ability to do so shall permit Seller to defend the same or make settlement in respect thereof.
7. **UNFORESEEABLE CAUSE IN PERFORMING.** — Neither party shall be liable in damages for any failure to deliver, delay in delivery, or failure or delay in accepting delivery due to any unforeseeable cause beyond its control and without its fault or negligence. The party experiencing the unforeseeable cause will notify the other party as soon as possible and in any event within ten days after the beginning of any such cause.
8. **TERMINATION.** — Buyer reserves the right to cancel this purchase order or any part thereof if Seller defaults in any of its obligations herein or if Seller is declared bankrupt or insolvent, if a receiver be appointed for Seller, or if Seller attempts to transfer rights hereunder for the benefit of creditors. Even if Seller is not in default hereunder and notwithstanding the provisions of the preceding paragraph 7, Buyer also reserves the right to cancel this purchase order if delivery is not made within the time specified or within a reasonable time in case no time is specified. In such event, there will be an equitable adjustment of the terms of this order mutually satisfactory to Buyer and Seller. Upon receipt of notice of termination, Seller shall, unless the notice otherwise directs, immediately discontinue all work and the placing of further orders and subcontracts hereunder, terminate work under orders and subcontracts outstanding, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest.
9. **CHANGES IN SPECIFICATIONS.** — Buyer reserves the right at any time to make changes in drawings and specifications as to any material or work covered by this order. In such event there will be an equitable adjustment in price and time of performance mutually satisfactory to Buyer and Seller.
10. **ASSIGNMENT AND SUBCONTRACTING.** — This order may not be assigned or subcontracted in whole or in part nor may any assignment of any money due or to become due hereunder be made by Seller without the prior written consent of Buyer.
11. **DIES, JIGS, TOOLS, AND PATTERNS.** — If the price to be paid as stated on the face of this order includes special dies, jigs, tools, and patterns used in the manufacture of articles ordered hereunder, then such special dies, jigs, tools, and patterns shall be the property of Buyer. Such special dies, jigs, tools, and patterns shall be kept in good condition and from time to time replaced by Seller without expense to Buyer except that the actual cost of changes due to Buyer's change of design or specifications shall be paid by Buyer if such changes are made prior to exhaustion of the useful life of the dies, jigs, tools, or patterns so changed. No dies, tools, patterns, or drawings supplied to Seller by, or otherwise belonging to Buyer, shall be used in the production, manufacture, or design of any articles other than those called for by this order without the written consent of Buyer, nor shall articles furnished to Buyer's patterns, specifications, drawings, dies, or tools be furnished or quoted to any other person or concern. At termination of this order, such dies, jigs, tools, patterns, or drawings belonging to Buyer shall be disposed of as Buyer shall direct in writing.
12. **COMPLIANCE WITH LAWS.** — Seller agrees to comply with all applicable state, federal, and local laws and executive orders and regulations issued pursuant thereto in filling this order.
13. **REMEDIES.** — Remedies specified herein shall be cumulative and in addition to any other remedies in law or equity. No waiver of a breach of any provision of this purchase order shall constitute a waiver of any other breach of any provision herein.
14. **ACKNOWLEDGMENT.** — Immediate acceptance of this order with full delivery information is required of Seller.
15. **BILLING AND SHIPPING**
 - A. Seller shall carefully observe shipping instructions and unless otherwise specified shall ship the cheapest way. No charges will be allowed for boxing, packaging, or carriage without the written authorization from Buyer. On the date of shipment, Seller shall mail the bill of lading and invoice in duplicate for each shipment to buyer at its address in Siloam Springs, Arkansas..
 - B. Any cash discount will be calculated from the shipping date of material or of an acceptable invoice by Buyer, whichever is later. Payments will be made by check and no draft will be honored.
 - C. The F.O.B. point, cash discount terms, and purchase order number must be shown on all invoices. Purchase order number must appear on all packages, bills of lading, statements, shipping notices, and tags. A complete packaging list must be sent with each shipment. If this information is lacking, the discount period will begin upon receipt of all of the above information.
 - D. Transportation must be prepaid on all shipments to which a delivery price applies.
 - E. Charges for "Prepaid and Charge" transportation must be substantiated by attaching to the invoice original transportation bills received by the carrier.
 - F. C.O.D. shipments will not be accepted except by written agreement of Buyer.
16. **EXECUTION OF ORDER.** Seller shall execute and be bound by this purchase order in accordance with the terms and conditions stated herein. No other agreement shall be binding upon Buyer unless it is in writing and signed by an authorized agent of the Buyer.
17. **QUANTITIES.** Unless otherwise agreed to in writing by Buyer, shipments must equal exact quantities ordered herein or be equal to an amount within an established trade custom tolerance. Shipments in excess of quantities ordered may be returned for credit at Seller's expense. Purchaser's count and weight will be accepted as final and conclusive on all shipments not accompanied by packing lists.
18. **TAXES.** This purchase order shall not impose upon Buyer any liability for payment or reimbursement of any tax hereafter imposed by federal, state, municipal, or other government authority, including political subdivisions of the foregoing, upon the transactions herein unless Seller expressly specifies in writing the nature and amount of the taxes to be added to the price and such additional amount is agreed to in writing by Buyer.
19. **GOVERNMENT CONTRACTS.** When the articles or material to be furnished hereunder are to be used in the performance of a contract with a government agency or any subcontract thereunder, then Buyer will furnish any additional or supplemental terms and conditions which may apply to this purchase order.
20. **RESPONSIBILITY FOR ACCIDENTS AND INDEMNITY.** Seller shall indemnify the Buyer against all losses, claims, expense or damages (including expense of reasonable attorney's fees) which may result in any way from any accident, injury, or damage either to person or property or from death of any person by reason of any act or omission on the part of Seller, its agents, employees, or subcontractors growing out of or in any way related to the fulfilling of this purchase order or performance of work hereunder. Seller shall at all times maintain such liability, property damage, and employee liability insurance as will protect Buyer from any and all of the foregoing risks and from any and all claims under any applicable workmen's compensation act or similar statute and shall supply Buyer a certificate satisfactory to Buyer evidencing such coverage upon Buyer's request therefor.
21. **EFFECT OF INVALIDITY.** The invalidity in whole or in part of any condition of this purchase order shall not effect the validity of other conditions.
22. **REFERENCE TO BUYER OR SELLER.** Any reference to Buyer or Seller herein shall include Buyer or Seller and its Successors or assigns. Any right, cause of action, or remedy granted to Buyer herein shall extend to any company affiliated with Buyer or upon whose order this purchase order is issued by Buyer as the interest of such company may appear.
23. **GOVERNING LAW, JURISDICTION, AND VENUE.** By acceptance of this order, Seller agrees that all rights and obligations hereunder shall be governed by and construed under the laws of Arkansas and that any legal action by Seller against Buyer growing out of this order may only be brought in Benton County, Arkansas, and in any legal action by Buyer against Seller growing out of this order, Seller consents to the jurisdiction of the appropriate court in Benton County, Arkansas, for such action."

IMPORTANT

- (1) Timely Deliveries Are Essential — Please Insure Our Continued Good Relationship.
- (2) Acknowledgment Required..
- (3) By Acceptance Of This Order Seller Agrees To All Terms And Conditions Listed Here And Above.
- (4) Invoice In Duplicate.
- (5) Our Order Number Must Appear On All Invoices, Waybills, Packages, Cases, Packing Lists, And All Correspondence
- (6) Packing List Must Be Included With Each Shipment.
- (7) If Indicated Taxable, This Purchase Will Be Subject To State Sales And Use Tax As Noted On Face Of Order.
- (8) Freight To Be Prepaid And Added On Invoice.
- (9) Payment Made From Original Invoices Only.