

CLONDALKIN
ADDITIONAL TERMS AND CONDITIONS OF PURCHASE



1. **PARTIES, GOODS DEFINED AND OTHER TERMS.** The relationship between any seller or vendor as described in any sales instruments, purchase orders, or agreements entered (collectively, "Seller") with Clondalkin Pharma & Healthcare, Inc., Better Business Forms, Inc., and their affiliated and related companies, subsidiaries, officers, directors, employees and agents (collectively "Clondalkin") for the purchase of any goods, materials, merchandise, services, items or products (collectively "Goods") covered thereby is conditioned upon the terms and conditions contained in this instrument, and Clondalkin's purchase order and subsequent purchase orders, as may be amended and supplemented from time to time (collectively "Purchase Order"). Upon Seller's acceptance of the Purchase Order by Seller's acknowledgment hereof, the commencement by Seller of any work or the supply of any Goods, or the performance of any service required under this Purchase Order, including, but not limited to, the shipment of any Goods, Seller shall be deemed to have agreed to all the terms and conditions contained in this Purchase Order. Clondalkin specifically objects to the inclusion of and rejects any different or additional terms or conditions proposed by Seller in acknowledging or accepting this Purchase Order. Any additional or different terms proposed by Seller shall not be binding upon nor of force or effect on Clondalkin unless specifically accepted in writing and signed by an authorized representative of Clondalkin.
2. **TERMS OF PAYMENT.** Unless otherwise agreed to in writing by Clondalkin, Clondalkin shall pay any undisputed invoice ninety (90) days from receipt of the invoice or Goods, whichever is later.
3. **TRANSPORTATION.** Unless otherwise specified in the Purchase Order, all delivery of Goods will be made on terms DDP (Incoterms 2010) Clondalkin's named location. As such, Seller will bear all risks and costs, including duties, taxes and other charges, of delivering the Goods, cleared for importation, to Clondalkin's named destination. No charges of any kind, including but not limited to, taxes and expenses incurred for boxing, cartage or insurance, will be allowed unless specifically agreed to by Clondalkin in writing. Prices will cover net weight of material, unless otherwise specified herein. Seller assumes all risk of loss and liability arising out of or related to the transportation of the Goods to Clondalkin, including but not limited to any and all liability for environmental contamination or damages occurring during said transportation.
- SELLER SHALL PROMPTLY RESPOND TO ANY SUCH CONTAMINATION, AND IF SELLER FAILS TO PROMPTLY RESPOND, CLONDALKIN MAY TAKE WHATEVER ACTION IS NECESSARY TO PROTECT ITS INTERESTS AND SELLER SHALL FULLY INDEMNIFY, DEFEND AND HOLD CLONDALKIN HARMLESS FOR THE COSTS AND EXPENSES THEREOF.
4. **REJECTIONS.** All purchases are subject to inspection and rejection notwithstanding prior payment. If any of the Goods ordered are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Purchase Order, including any applicable drawings and specifications, Clondalkin, in addition to such other rights, remedies and choices as it may have by contract or by law, at its option and sole discretion may: (a) reject and return such Goods at Seller's expense for transportation both ways and all related labor and packing costs and Seller will promptly refund to Clondalkin all prior payments received by Seller; (b) require Seller at its sole expense to replace the rejected Goods to a revised schedule submitted by Clondalkin; or (c) require Seller to inspect the Goods and remove and replace nonconforming Goods with Goods that conform to this Purchase Order. If Clondalkin elects option (c) above and Seller fails to promptly make the necessary inspection, removal and replacement, Clondalkin may at its option inspect and sort the goods and Seller shall pay the costs thereof.
5. **CONFIDENTIAL OR PROPRIETARY INFORMATION.** Any knowledge or information which the Seller shall have disclosed or may hereafter disclose to Clondalkin, and which in any way relates to the Goods, shall not, unless otherwise specifically agreed to in writing by Clondalkin, be deemed to be confidential or proprietary information, and shall be acquired by Clondalkin free from any restrictions (other than a claim for patent infringement) as part of the consideration for this Purchase Order. All technical and other information obtained or learned by Seller as a result of this relationship and all technical and other information furnished by Clondalkin and Seller shall remain Clondalkin's property and, unless otherwise consented to in writing signed by Clondalkin's authorized representative, shall be used only for performance of the work under this Purchase Order. Seller agrees to hold confidence all methods, processes, techniques, shop practices, formulas, compounds, compositions, equipment, designs, drawings, blueprints, specifications, research data, product pricing, marketing and sales information, customer lists, plans and information provided or know-how and trade secrets owned by Clondalkin or in Clondalkin's possession and disclosed to Seller as a result of this Purchase Order. Until such information has been published or disclosed to the general public, Seller agrees not to use such information for itself or others, or to disclose such information to others, and then only with Clondalkin's written consent.
6. **CANCELLATION.** Clondalkin may cancel all or any part of this Purchase Order if shipment or delivery is not made by the date specified on the face hereof. Further, all or any portion of this Purchase Order may be cancelled or suspended by Clondalkin, without liability, if such cancellation or suspension is caused by compliance with any law, order, regulation, request or imminent action of any government entity. Clondalkin is not committed to purchase any particular volume of Goods, except for the quantity of Goods specified in a written purchase order.
7. **WARRANTIES.** In addition to all other warranties provided by law, Seller warrants as follows:
- (a) that all Goods sold hereunder or pursuant hereto will be free of any claim of any nature by any third person and that Seller will convey clear title thereto to Clondalkin as provided hereunder;
 - (b) that all Goods sold hereunder or pursuant hereto will be of merchantable quality free from all defects in design, workmanship and materials, and will be fit for the particular purposes for which they are purchased and that the Goods are provided in strict accordance with the highest professional standards, the specifications and/or the samples, drawings, designs or other requirements (including performance specifications) approved or adopted by Clondalkin;
 - (c) that the prices set forth herein are as low as any net price now given by Seller to any other customer for like goods, materials and quality and agrees that if during the term of this Purchase Order lower net prices are quoted to anyone for similar materials, such lower net prices shall be from that time substituted for the prices contained herein; and
 - (d) Seller warrants that all Goods covered by this Purchase Order meet or exceed the Safety Standards established and promulgated under the Federal Occupational Safety
- & Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this Purchase Order.
- The warranties contained in this Section shall be in addition to and shall not be construed as restricting or limiting any warranties or remedies of Clondalkin, express or implied, which are provided by contract or law, including, but not limited to, the warranties and remedies contained in the Uniform Commercial Code. Any attempt by Seller to limit, disclaim or restrict any such warranties or remedies of Clondalkin, by acknowledgment or otherwise, in accepting or performing this Purchase Order shall be null, void and ineffective without Clondalkin's written consent.
8. **INSOLVENCY.** Seller shall promptly notify Clondalkin if Seller decides or is forced to cease its operations or discontinue the manufacture or supply of the Goods, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for or an assignment for the benefit of creditors is made by Seller. In such event, Clondalkin may, at its sole option, terminate this Purchase Order without liability except for previously delivered Goods and/or modify this Purchase Order to acquire additional Goods from Seller to meet Clondalkin's needs for such Goods.
9. **NON-ASSIGNMENT.** Seller shall not assign this Purchase Order any interest therein, any right or obligation created thereby or any payment due or to become due thereunder without Clondalkin's written consent. Any attempt by Seller to make such assignment shall be null and void and any such assignment by operation of law shall give Clondalkin the option to terminate the Purchase Order without further liability. Seller shall remain fully liable and responsible for all obligations imposed under the terms and conditions of this Purchase Order regardless of any such assignment.
10. **SET-OFF.** Clondalkin shall have the right at all times to set off any amount owing from Seller to Clondalkin, or any subsidiary or affiliate of Clondalkin, against any amount payable at any time by Clondalkin in connection with this Purchase Order.
11. **TAXES.** The Goods sold pursuant to this Purchase Order are not subject to sales or use taxes. Unless otherwise agreed to in writing, signed by the parties hereto, Seller shall pay any and all taxes on the Goods.
12. **NON-COLLUSION.** Seller declares that with respect to Clondalkin's business, no purchasing employee, or relative of a purchasing employee: a) has any financial interest in, or will derive any direct or indirect benefit from this or any other Purchase Order or b) is an employee, officer, director, consultant, supplier or in any way involved in any business relationship with the Seller except as an ordinary purchaser in the regular course of the Seller's business. Should any such interest exist, the Seller agrees to immediately make this fact known to Clondalkin.
13. **INSPECTION/AUDIT.** Clondalkin may at reasonable times and upon reasonable notice, perform such inspections and/or audits at Seller's facilities as Clondalkin deems necessary to assure itself of Seller's compliance with applicable laws and regulation as well as to assure itself that Seller is complying with its obligations to Clondalkin hereunder.
14. **COMPLIANCE WITH LAWS.** Seller agrees, represents and warrants as follows:
- (a) Seller agrees to comply with the applicable provision of any federal, state or local law or ordinance and all orders, rules and regulations issued thereunder, and any provisions, representations, or agreements, required thereby to be included in the contract resulting from acceptance of this Purchase Order, including but not limited to, clauses dealing with Equal Opportunity, employment of veterans, employment of handicapped, and utilization of minority business enterprises, and such requirements are incorporated herein by reference; and
 - (b) Seller represents and warrants that in accordance with all federal, state or local environmental laws, including but not limited to OSHA, all hazardous materials contained as Goods in this Purchase Order are properly labeled and an applicable material safety data sheet has been submitted to Clondalkin. Further, Seller warrants that each chemical substance constituting or contained in Goods sold or otherwise transferred to Clondalkin hereunder which is required or permitted to be reported for the inventory of chemical substances published by EPA pursuant to the Toxic Substances Control Act, is as of the time of sale or transfer on the list of such substances published by the Administrator of EPA.
15. **PATENTS.** Seller shall defend any suit or proceeding brought against Clondalkin or its customers so far as based on a claim that any article, material or apparatus, or any part thereof constituting Goods furnished under this Purchase Order, as well as any device or process necessarily resulting from the use thereof constitutes an infringement of any patent of the United States or otherwise, if notified promptly in writing and given authority, information and assistance (at Seller's expense) for the defense of same, and Seller shall pay all damages and costs awarded therein. In case said article, material or apparatus, or any part thereof, of any device or process necessarily resulting from the use thereof is in such suit held to constitute infringement and the use of said article, material or apparatus, part or device is enjoined, Seller shall, at its own expense and at its own option, either procure for Clondalkin the right to continue using said article, material or apparatus, part or device; or replace the same with a non-infringing article, material or apparatus; or modify it so it becomes non-infringing, or remove said article, material or apparatus and refund the purchase price and the transportation and installation costs thereof.

- 16. INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER SHALL DEFEND, INDEMNIFY AND HOLD CLONDALKIN HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, CONTROVERSIES, LIABILITIES, FINES, REGULATORY ACTIONS, LOSSES, COSTS, EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, EXPERT WITNESS EXPENSES AND LITIGATION AND DISPUTE RESOLUTION EXPENSES, ARISING FROM OR IN CONNECTION WITH ANY DAMAGE, ENVIRONMENTAL LIABILITY, PATENT OR INTELLECTUAL PROPERTY INFRINGEMENT, INJURY, DEATH, LOSS, PROPERTY DAMAGE, DELAY OR FAILURE IN DELIVERY OF THE GOODS, RELATING TO THIS PURCHASE ORDER, THE BUSINESS RELATIONSHIP BETWEEN THE PARTIES, TRANSPORTATION OF THE GOODS BY THE SELLER OR A THIRD PARTY CARRIER, OR THE GOODS PROVIDED HEREUNDER, WHETHER BASED IN COMMON LAW, TORT, CONTRACT, STATUTE, INCLUDING ANY AND ALL FEDERAL, STATE OR LOCAL LAWS, OR OTHERWISE (COLLECTIVELY "CLAIMS"), AND REGARDLESS OF WHETHER DIRECTLY OR INDIRECTLY RELATED TO ANY ACTION OR FAILURE TO ACT BY SELLER, OR ITS REPRESENTATIVES, AGENTS, EMPLOYEES OR SUPPLIERS. HOWEVER, SELLER MAY NOT BE OBLIGATED TO INDEMNIFY CLONDALKIN FOR THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CLONDALKIN WHERE SUCH INDEMNIFICATION IS CONTRARY TO LAW. IN ANY AND EVERY CLAIM AGAINST CLONDALKIN BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY SELLER, THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH MAY NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.
- 17. INSURANCE.** Seller will procure and maintain, at its own expense, for the duration of Seller's relationship with Clondalkin and for a period of three (3) years thereafter, certain public liability, property damage, commercial general liability, excess liability, products liability and employee's liability and worker's compensation insurance as Clondalkin may from time to time determine to be adequate to protect Clondalkin and against the above claims and any claims under applicable workmen's compensation and occupational disease laws. Clondalkin shall be named an additional insured with respect to any commercial general liability and excess liability insurance and Seller agrees to annually furnish Clondalkin with such certificates.
- 18. GOVERNING LAW & DISPUTE RESOLUTION.** This Purchase Order shall be construed under and governed by the laws of the State of Florida U.S.A., without giving effect to the conflicts or choice of law provisions thereof. The parties acknowledge and agree that any and all disputes arising relating to this Purchase Order which do not exceed Seventy-five Thousand Dollars (\$75,000), shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding said Rules, any arbitration hearing to take place hereunder shall be conducted in Evansville, Indiana before one (1) arbitrator who shall be a licensed attorney with extensive experience in commercial law. Each party hereby consents to a single, consolidated arbitration proceeding of multiple claims, or claims involving more than two parties. Either party may apply to any court of competent jurisdiction for injunctive relief or other interim measures in aid of the arbitration proceedings, but not otherwise. Any such application shall not be deemed incompatible or a waiver of this section. The arbitrator shall be required to make written findings of fact and conclusions of law to support their award.
- Notwithstanding anything to the contrary in the Commercial Arbitration Rules and supplementary procedures, the arbitrators shall not be authorized or empowered to award punitive damages and the parties expressly waive any claim to such damages. Unless otherwise agreed to in writing, signed by the parties hereto, any and all disputes arising relating to this Purchase Order which are less than Seventy-five Thousand Dollars (\$75,000) shall be resolved in the Superior Court of Vanderburgh County, State of Indiana, and each party hereto by execution of this Purchase Order, consents to the exclusive exercise of jurisdiction and venue over any matter arising in connection with this Purchase Order in said Court. In the event of any dispute, arbitration or litigation between the parties hereto involving this Purchase Order or the respective rights of the parties hereunder, the party who does not prevail in such arbitration shall pay all the prevailing party's reasonable attorneys' and experts' fees, costs and expenses incurred by the prevailing party in resolving said matter. As used herein the term 'prevailing party' shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement, or judgment.
- 19. INDEPENDENT CONTRACTOR.** The parties acknowledge that in performing their obligations hereunder, each party is acting as an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, franchise or other similar arrangement between the parties. Neither party has the authority to enter into any agreement, or make any warranty or representation on behalf of the other party, except where and to the extent specifically authorized to do so in writing. To the extent that either party utilizes its employees for the performance of its duties pursuant to this Purchase Order, that party shall be solely responsible for the payment of salaries and wages to such employees and matters relating thereto (including the withholding and/or payment of all federal, state and local income and other payroll taxes), workers compensation, disability benefits, and all such other legal requirements of like nature applicable to such employees.
- 20. MODIFICATION OR WAIVER.** Except as provided herein to the contrary, the terms and conditions of this Purchase Order cannot be rescinded, modified or waived except in writing, signed by an authorized representative of Clondalkin. No substitutes, modification or variations of the Purchase Order or of any of its terms or conditions shall be effective without prior written approval from an authorized representative of Clondalkin.
- 21. INTERPRETATION.** This Purchase Order together with material incorporated herein by reference, sets forth the entire and only agreement between the parties regarding the subject matter hereof and supersedes any and all prior or contemporaneous agreements, understandings, or proposals whether written or oral, between the parties. In the event of a conflict between this Purchase Order and any terms and conditions proposed by Seller, the terms and conditions of this Purchase Order shall control and be binding on the parties. As used in this instrument, the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words and pronouns of any gender shall be meant to include any other gender or entity. The subject headings herein have been placed and arranged for convenience and shall not be considered in any question of interpretation of this Purchase Order. In the event that any of the provisions of this Purchase Order shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be enforced to the fullest extent permissible and the remaining portion of this Purchase Order shall remain in full force and effect.