

ALLOMETRICS' GENERAL PURCHASE ORDER TERMS AND CONDITIONS

The following Standard Purchase Order Terms and Conditions ("Terms") only apply to transactions that do not have a written agreement, duly executed by both parties. If there is such an agreement, then those terms shall be the terms that govern the transaction and relationship of the parties.

In the absence of such a written agreement, duly executed by both parties, then these Terms provide you ("Seller") with the guidelines and legal stipulations of your purchase order ("Order") with Allometrics, Inc. ("Purchaser") for the goods and/or services that are described on the face of the Order.

1. ACCEPTANCE AND COMPLETE AGREEMENT. This order is Buyer's offer to Seller and is not an acceptance by Buyer of any offer to sell by Seller or of any terms and conditions contained in any such offer. Acceptance of this offer by Seller should be made by (a) executing and returning the acknowledgement copy, or (b) delivering any of the goods ordered herein or (c) rendering any of the services ordered herein. Any additional or different terms proposed by Seller are objected to and rejected unless expressly assented to in writing by Buyer. This order is a complete and exclusive statement of the terms and conditions of the agreement between Seller and Buyer.

2. CANCELLATION. Time is of the essence in this order. Buyer reserves the right to cancel this order, or any portion of this order, without liability, if; (1) delivery is not made when and as specified; (b) Seller fails to meet contract commitments as to exact time, price, quality or quantity; (c) Seller ceases to conduct its operation in the normal course of business; (d) Seller is unable to meet its obligations as they mature; (e) proceedings are instituted against Seller under the bankruptcy laws or any other laws relating to the relief of creditors; (f) a receiver is appointed or applied for by Seller; or (g) any assignment is made by Seller for the benefit of creditors. Buyer also reserves the right to cancel for any other reason permitted by the Uniform Commercial Code then in effect in the state where Buyer has signed this order. In the event of such termination, Buyer's liability will be limited solely to payment for goods delivered or services rendered through the date of termination. Buyer shall have the right, without any liability to Seller, to cancel all or any part of this Contract in the event that Seller fails or is unable to comply with any of the terms or conditions hereof.

3. WARRANTIES Seller warrants that all goods and services supplied under this Contract shall: (a) conform to all specifications, drawings, samples or other descriptions requested or referenced by Buyer; (b) be delivered and performed in a safe and responsible manner; (c) be of quality and workmanship consistent with the highest standards of the trade; (d) be of uniform grade and consistency; (e) be merchantable and free from all defects; (f) be fit for the purposes intended; (g) be free from liens and encumbrances with good title conveyed; and (h) be manufactured, contained, packaged, labeled, transported or otherwise provided in accordance with all applicable laws, regulations, permits and industry standards. Seller also warrants that it shall obtain and assign or otherwise provide to Buyer the benefits of warranties provided by manufacturers or suppliers of material or equipment incorporated into the goods or services and shall perform its responsibilities so that such warranties remain in full effect and shall be enforceable by Buyer's customers and the users of Buyer's goods, as well as by Buyer.

4. INDEMNITY AND INSURANCE

a. General Indemnity. Seller, at its expense, shall indemnify Buyer and save Buyer harmless from any and all liability, demands, causes of action or claims, whether well founded or otherwise, including the cost of defending the same, for bodily injury to any person or damage to property, either real or personal, of any person whomsoever in any way arising out of, in the course of, or in connection with the goods or

services purchased hereunder or the operations of the Seller in carrying out the provisions and terms of this Agreement.

b. Insurance. Seller shall maintain such public liability insurance, including products liability, completed operations, contractor's liability and protective liability, automobile liability insurance (including non-owned automobile liability) and Workmen's Compensation, and employer's liability insurance as will adequately protect Buyer against such damage, liabilities, claims, losses and expenses (including attorney's fees) as are described in this paragraph 6. Seller agrees to submit certificates of insurance evidencing its insurance coverage when requested by Buyer.

5. TAXES Liability for all taxes or governmental charges imposed by federal, state, provincial or local law relating to this transaction (except those specifically imposed upon Buyer) shall be assumed and paid by Seller.

6. INTELLECTUAL PROPERTY Seller warrants that its furnishing of the goods sold hereunder, the method of manufacture thereof, and the use or resale of such goods do not infringe any United States or foreign patent, copyright, trademark or trade secret or subject Buyer or its customers (direct or indirect) to royalties in the U.S.A. or elsewhere. The copyright to all copyrightable material arising out of anything done pursuant to this Contract shall be assigned by Seller to Buyer without cost or expense to Buyer and Seller agrees to take appropriate action to assign such rights.

7. COMPLIANCE WITH LAWS Seller warrants that: (a) all chemical substances furnished hereunder have been properly reported for the Toxic Substances Control Act inventory and otherwise comply with said Act; (b) none of the goods ordered constitutes an article or commodity which may not be introduced into commerce under the provisions of any law or governmental agency order or regulation (including, but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act and the Federal Food, Drug and Cosmetic Act); and (c) Seller has complied with all applicable federal, state, provincial and local laws, regulations and orders as amended from time to time, in connection with the manufacture, sale, shipping, labeling, delivery and performance of the goods and services being purchased hereunder. Seller will certify its compliance with applicable laws or governmental agency orders or regulations in a form to be provided by Buyer.

8. BUYER'S REMEDIES If, in Buyer's judgment, the goods or services supplied by Seller are defective or nonconforming, or Seller fails to comply in any material respect with any of the terms, conditions or warranties of this Contract, then Buyer may, at its option: (a) terminate this Contract or any part hereof; (b) reject goods or services in whole or in part; (c) return goods to Seller and charge Seller with all costs, expenses and damages associated with such return; (d) purchase substitute goods or services elsewhere and charge Seller for any loss, costs and damages incurred; or (e) require Seller promptly to replace, repair or otherwise correct, without expense to Buyer, any nonconforming goods or services. Any such replacements, repairs or corrections shall be subject to the warranties stated herein. Any rights and remedies stated herein shall be in addition to any rights and remedies provided by law or equity, and shall survive inspection, test, acceptance and payment.

9. CONFLICT MINERALS Seller warrants that either (a) the product(s) supplied to Buyer hereunder do not contain tin, tungsten, tantalum and/or gold ("conflict minerals"), or (b) if the product(s) supplied hereunder do contain conflict minerals, then such conflict minerals are "conflict free", because they either: (a) do not originate from the Democratic Republic of Congo, the Republic of the Congo, Central Africa Republic, South Sudan, Zambia, Angola, Tanzania, Burundi, Rwanda, or Uganda; or (b) originate from smelters that have been certified as "conflict free." The foregoing warranties are required in order

to meet Buyer's commitment to responsible sourcing and its customers' disclosure obligations under the section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

10. TERMS In the event that the parties have entered into a written agreement for purchase of goods or services, this purchase order is issued pursuant to the written agreement, and the terms and conditions of said written agreement shall control in all respects. Any preprinted terms and conditions appearing on Buyer's purchase order forms or Seller's acknowledgement forms shall have no effect on the terms of the written agreement between the parties.

11. FORCE MAJEURE Neither party shall be liable to the other for failure to fulfill its obligations hereunder because of any cause beyond the reasonable control of the party so failing to fulfill its obligations and not due to its fault or negligence, including any practical inability to use the goods or services purchased hereunder or to make, use or sell any products manufactured, formulated or processed from the goods or services. The impeded party shall give to the other party prompt notice and the estimated duration of such causes. In the event Seller is impeded from delivering goods or rendering services by reason of such causes, Buyer may elect to extend the period for delivery of goods or rendering of services by the period of delay resulting from such causes or to reduce the quantity of goods ordered hereunder by the deliveries or portions thereof omitted during such period; or if such causes continue for more than thirty days, Buyer may terminate this Contract or the contract formed upon its acceptance.

12. LIMITATION OF LIABILITY: Buyer is not liable for any special, indirect, incidental, consequential, exemplary or punitive damages.

13. APPLICABLE LAW. This order shall be governed by the Uniform Commercial Code of the State in which Buyer has executed this order.