

PURCHASE ORDER
SGS NORTH AMERICA INC. COMPANIES
ADDITIONAL TERMS AND CONDITIONS

This purchase order (the "Purchase Order") is issued upon an is subject to all instructions, terms and conditions on the face hereof and also to the following additional terms and conditions:

1. DEFINITIONS. Whenever used herein, the following terms shall have the following meanings:

Seller" shall mean the seller identified on the face hereof;
Buyer" shall mean SGS North America Inc. or any of its affiliates identified on the face hereof;
"Delivery Date" shall mean the delivery date stated on the face hereof and, for Services, shall mean the completion thereof and delivery To Buyer;
"Goods" shall mean the tangible personal property and other items, as well as any labor or services, in either case, or both (as the case may be) set forth on the face hereof.
Terms and conditions herein contained applicable to Goods shall also apply to Services (defined below);
"Services" shall mean any Goods which consist of labor or services, or both (as the case may be) set forth on the face hereof. Terms and conditions contained herein applicable to Services apply only to such Services.

2. TAXES. Buyer is exempt from federal excise tax. Unless otherwise noted on this Purchase Order, Buyer is not exempt from state and local sales tax, the Seller or Vendor of goods and/or services to the Buyer shall include the applicable sales tax in the price of all taxable items. The Seller shall be responsible for payment by itself and its subcontractors of all income taxes, sales and use taxes, franchise and personal property taxes, all employment taxes, contributions, and similar taxes or contributions imposed in connection with this Purchase Order. The Seller shall defend and indemnify the Buyer and hold the Buyer harmless from all liability for such taxes and contributions and for all interest and penalties imposed or attempted to be imposed upon Buyer on account of Seller's failure to pay and/or withhold such taxes and contributions. m.

3. ACCEPTANCE. Acceptance of this Purchase Order by the Seller, by acknowledgment or performance, or commencement of performance, or shipment of the Goods, shall be upon the terms and conditions contained on the face and back hereof. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms of this offer in Seller's acceptance or other document is hereby objected to and rejected, but such proposals shall not operate as a rejection of this offer, which shall be deemed accepted by Seller without said additional or different terms, unless Buyer specifically approves. If this Purchase Order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained on the face hereof and on the terms and conditions contained herein.

4 CHANGE ORDER. The Buyer may, by written Change Order, make any changes in the specifications including additions to or deletions from the quantities ordered. The price specified in the Purchase Order shall be adjusted pro rata if the change is in quantity, or by mutual agreement if the character or Goods are changed. No adjustment will be made in favor of the Seller with respect to Goods which are from the Seller's standard stock. No such Change Order of this Purchase Order shall relieve the Seller of its obligations as to any Goods that have been delivered. Any claim for adjustment must be asserted within thirty (30) days from the date of Buyer's Change Order.

5. CANCELLATION. The Buyer reserves the right to cancel all or any part of the undelivered portion of this Purchase Order if the Seller does not make deliveries by the Delivery Date or as otherwise specified, or if the Seller breaches any of the terms hereof, including without limitation, the warranties of the Seller. Buyer may cancel this Purchase Order for its convenience, in whole or in part, at any time, in whole or in part, by written notice to Seller, including by facsimile or e-mail, or orally or by telephone so long as such cancellation orally or by telephone is promptly confirmed in writing by Buyer. In the event of such termination, the Buyer agrees to compensate the Seller for all reasonable costs and expenses resulting from such termination. No adjustment will be made in favor of the Seller with respect to any Goods which are the Seller's standard stock. No such termination of this agreement shall relieve the Seller of its obligations as to any Goods that have been delivered. Any claim for adjustment must be asserted within thirty (30) days from the date of Buyer's cancellation.

6. SHIPPING AND DELIVERY. If in order to comply with Buyer's required Delivery Date, it becomes necessary for Seller to ship by a more expensive way than specified in this Purchase Order, any increased transportation costs resulting therefrom shall be paid by Seller unless the necessity for such rerouting or expedited handling has been caused by Buyer. Time is of the essence in this contract, and if delivery of items or rendering of services is not completed by the stated Delivery Date, Buyer reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by Seller as to Goods not yet delivered or Services not yet completed and to purchase, in its judgment, substitute Goods or Services elsewhere and charge Seller any loss incurred. Seller will plainly indicate Buyer's name, Buyer's issued Purchase Order number on all bills of lading, all Goods shipped pursuant to said Purchase Order and on all invoices and freight bills. Each shipment and invoice and all documentation must include a memorandum showing at a minimum, the Seller's name, contents of packages(s) or Services and Buyer's name and Purchase Order number. Partial shipments must be identified as such on shipping memorandum and invoices. Title and risk of loss of Goods shall pass to Buyer upon receipt at the Buyer's location or at the designated delivery point specified by Buyer.

7. PAYMENT. Net 45 days from receipt of invoice, or the date of completion of delivery of all items in a satisfactory condition, whichever is later. Delay in receiving invoices or any other data requirement such as number of copies specified, or errors and omission on either, will be considered just cause for withholding payment without loss of cash discount privilege. All claims for money due or to become due from Buyer shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other of Buyer's purchase orders with Seller. Seller shall invoice Buyer no more frequently than monthly for Goods sold to Buyer under this Purchase Order at the address indicated on the front hereof. Such invoice shall be addressed to the particular SGS North America Inc. company, whose name appears printed on the front hereof.

8. WARRANTIES--GOODS. Unless otherwise noted on this Purchase Order, the Seller hereby warrants to the Buyer that all equipment and/or services provided hereunder: (a) shall be merchantable, fit and safe for the purposes for which it is manufactured; (b) shall be new; (c) shall conform in all respects to the drawings, specifications and terms of this Purchase Order; and (d) shall be free from defects in design, materials and workmanship until the expiration of twelve (12) months after the date on which it was placed into service for the purpose for which it was purchased. If any item or any part thereof fails to meet the foregoing warranties and the Buyer so notifies the Seller within reasonable time after such failure, the Seller shall promptly correct such failure at its sole expense, including all shipping costs associated with such correction. Seller further warrants that it has good title to the Goods supplied and that they are free and clear from all liens and encumbrances. These warranties shall survive acceptance and payment by Buyer and shall not be in limitation of any other or additional rights Buyer may have at law or in equity.

9. WARRANTIES--SERVICES. Seller represents and warrants that, with respect to all Services, it shall perform such Services in a professional, workmanlike manner, with the degree of skill and care that current, good and sound professional manner and in accordance with current, good and sound professional procedures, and so complete and deliver them to Buyer by the Delivery Date, unless otherwise set forth on the front hereof or Buyer in writing otherwise consents. Further, Seller represents and warrants that it shall perform and complete the Services and deliver them to Buyer in accordance with the specifications, including the Delivery Date, and such Services shall be correct and appropriate for the purposes contained in this Purchase Order, notified by Buyer to Seller, or otherwise within Seller's knowledge. Seller represents and warrants that the performance of Services set forth in this Purchase Order will not conflict with, or be prohibited in any way by, any contract or statutory obligation to which Seller is bound.

10. OWNERSHIP OF INTELLECTUAL PROPERTY. To the extent the Services by Seller and its employees or contractors include the creation, development, modification or other activity pertaining to computer software Seller acknowledges that Buyer owns such computer software, including but not limited to source codes, object code, software documentation and other patentable or copyrightable works, and all related intellectual property, all of which for all purposes shall be deemed to have been created by Seller for or on behalf of Buyer as works made for hire. Neither Seller nor its employees or contractors shall have any right, title or interest in any such work, and Seller and its employees and contractors hereby assign any and all of such rights in and to any inventions and creative works to Buyer, free of all liens, encumbrances and claims of ownership or right to use by Seller and any third party. Upon Buyer's request, Seller and each of its employees and contractors performing such Services for Buyer shall execute all documentation requested by Company to further document and/or perfect such assignment and ownership by Buyer in and to such inventions and creative works.

11. AMERICAN STANDARDS. Seller warrants that in furnishing the Goods hereunder, all applicable American standards (including, but not limited to, ANSI, ASME, ASTM, and NEMA) have been complied with at the time of delivery. When Goods purchased hereunder are to be manufactured or produced outside the United States or its territories, Seller shall furnish, at Buyer's request, documents stating the foreign manufacturers' or producers' names and addresses and containing written assurances of compliance with American standards.

12. INDEMNITY. The Seller warrants that Goods and/or Services furnished under this Purchase Order do not infringe any patent, trademark, trade dress, tradename, copyright, intellectual property rights, and agrees to indemnify and save harmless the Buyer and its officers, employees or agents from any and all claims, suits, liabilities, damages, losses or costs incurred by Buyer or any person(s) on account of the use or sale of such Goods and/or Services by the Buyer or its officers, employees or agents in violation of any such rights. Seller shall defend, indemnify and hold harmless Buyer against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defects

in the Goods or Services purchased hereunder, or from any act or omission of Seller, its agents, employees or subcontractors. The Seller agrees to indemnify and hold the Buyer harmless against all claims, demands, actions, costs and damages for injury or damage to persons or property arising out of relating to the Seller's performance of this Purchase Order. Buyer's rights to be indemnified and held harmless by Seller shall be in addition to the warranty obligations of Seller and to any other or additional rights Buyer may have at law or in equity.

13. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. Seller shall, in its performance of this Purchase Order, comply with all applicable federal, state, and local statutes, rules of law, ordinances, regulations, and regulatory orders, including, but not limited to, the Fair Labor Standards Act of 1938, as amended, Walsh-Healy Act, Robinson-Patman Act, applicable state workers' compensation laws, state and federal occupational safety and health acts, and all rules and regulations promulgated pursuant thereto. By acceptance hereof, the Seller warrants as follows: (a) During the performance of the work hereunder, the Seller represents that it will comply with all laws and regulations relating to employment of the handicapped, and also relating to employment of disabled veterans and Vietnam Era veterans; (b) the Seller and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Purchase Order with respect to hire, tenure, terms, condition, or privileges of employment, because of race, color, religion, sex, disability, marital status or national origin. The provisions of Presidential Executive Order No. 112486, as amended and the implementing regulations of the US Department of Labor, are hereby incorporated in this Purchase Order by reference, and the Seller represents that it will abide by the provisions thereof; and (c) the Seller will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments, and agencies thereof, including EPA, OSHA, and DOT regulations and Executive Order, which are included herein by reference applicable to the sale, purchase, use or supply of the Goods and/or the Services which are the subject of this Purchase Order, the Goods and/or the Services. Seller shall indemnify and save Buyer harmless from any and all liabilities, expenses and damages (including attorney's fees and expenses) resulting from Seller's failure to comply with its obligations under this paragraph.

14. INSOLVENCY. If the Seller shall become insolvent, file a petition for bankruptcy, or make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed for any of the Seller's property or business, this Purchase Order may be canceled at the Buyer's option without liability.

15. MATERIAL SAFETY DATA SHEETS. Seller shall provide Buyer with a complete and accurate Material Safety Data Sheet for each of the Goods sold hereunder and shall label each of the Goods as required by applicable law, regulation or standard. Seller's failure to supply such Material Safety Data Sheet or to so label the Goods shall be deemed to constitute Seller's express warranty, representation and covenant that each of the Goods sold hereunder is exempt from such law, regulation or standard.

16. GOVERNING LAW. Except where inconsistent with the terms and conditions contained herein, this Purchase Order shall be governed by the Uniform Commercial Code ("UCC") provisions applicable to transactions in goods, regardless of whether this Purchase Order is characterized as a transaction in Goods or a transaction in Services. This Purchase Order shall be interpreted and enforced under the laws of the state of the United States of America in which this Purchase Order is issued, except with regard to the rules on conflicts of laws contained therein.

17. EXPEDITING AND INSPECTION. At the discretion of the Buyer, this Purchase Order shall be subject to physical expediting, inspection and the right to witness all tests by the Seller involved in performance of this Purchase Order. The Seller is liable for all transportation charges incurred as a result of the shipment to Buyer and the return of Goods rejected by Buyer because not in compliance with the specifications or other requirements of this Purchase Order. The Seller also agrees, upon reasonable notice from the Buyer, to allow the Buyer or duly appointed agents for the Buyer access to all facilities of the Seller and any subcontractors to the Seller that are involved in the production, manufacture, and storage of Goods and/or services sold to the Buyer for purposes of inspection and verification of said facilities for the capability of producing quality goods and/or services in accordance with ANSI/ASQC Q9000-1994.

18. ASSIGNMENT. Seller shall not delegate any duties nor assign any rights or claims under this Purchase Order, without the prior written consent of Buyer, and any such attempted delegation or assignment without Buyer's prior written consent shall be void.

19. DELAYS. Neither party shall be liable for delays or defaults in the performance of this contract due to strikes, fires, accidents or other causes beyond its control and without its fault or negligence.

20. INSURANCE. The Buyer requires the Seller, when any portion of this agreement is performed on the premises of the Buyer, to carry adequate worker's compensation, public liability, and property damage insurance. The Buyer shall not be liable for damages to, destruction of, or loss of any property of the Seller from any cause whatsoever.

21. NO CONSEQUENTIAL DAMAGES. In no event shall Buyer be liable for anticipated profits or for incidental, special or consequential damages arising from any cause whatsoever.

22. ENTIRE AGREEMENT. This agreement, including these *Additional Terms and Conditions*, the specifications and any supplemental terms and conditions incorporated by Buyer into an attachment hereto, specifically incorporated by reference herein, constitutes the sole and entire agreement between the parties. The Seller's quotation is incorporated in and made a part hereof only to the extent of specifying the nature and description of the Goods ordered and then only to the extent that such terms are consistent with other terms hereof. No other terms or conditions shall be binding upon the Buyer unless accepted by it in writing. Any provision herein for delivery of Goods or the rendering of Services by installments shall not be construed as making the obligations of the Seller severable. Should any of the terms and conditions herein conflict, in whole or in part, with the terms and conditions of the Seller's quotation, confirmation, acceptance or other document, the provisions contained on the front of this Purchase Order and terms and conditions herein shall prevail.