

**PORTA KLEEN
GENERAL PURCHASE ORDER TERMS AND CONDITIONS**

These General Purchase Order Terms and Conditions (these “Terms”) along with the Purchase Order (the “Order” and collectively with these Terms, this “Agreement”) constitute Porta Kleen’s (“Purchaser”) offer to purchase from Vendor (as identified on the Order) the goods and/or services described in the Order. Purchaser may revoke its offer at any time prior to Vendor’s acceptance.

1. Acceptance. Vendor accepts this Agreement by (i) signing the Order and promptly returning it to Purchaser, or (ii) by full or partial performance under this Agreement. By accepting this Agreement, Vendor agrees to be bound by and comply with these Terms, any specifications or instructions in the Order, and any supplement to this Agreement. Vendor acknowledges and agrees that terms and conditions different from or in addition to these Terms are not binding on Purchaser and are hereby rejected, unless agreed in a writing signed by a duly authorized representative of Purchaser. This Agreement may be modified only in a mutually agreed writing signed by duly authorized representatives of Purchaser and Vendor.

2. Delivery; Performance. Vendor shall cause all goods to be shipped to Purchaser’s location as indicated on the Order. Vendor shall be responsible for all shipment and packaging costs and bear all risk of loss of goods prior to Purchaser’s inspection and final acceptance. Vendor shall perform any services promptly, in accordance with the Order and any other directives that Purchaser may provide to Vendor.

3. Inspection. All goods and services are subject to inspection and testing by Purchaser. Purchaser shall accept or reject goods or services within a reasonable time after delivery or performance, unless otherwise noted in the Order. Purchaser’s failure to detect defects shall not relieve Vendor from liability for goods or services not in conformance with this Agreement.

4. Invoices and Payment. Vendor shall supply to Purchaser an invoice for goods and/or services provided. Vendor shall include the Order number, description of goods or services, quantities, unit prices, and total price with any taxes stated separately. Purchaser shall pay any undisputed amount to Vendor net forty-five (45) days from the date of receipt of invoice.

5. Changes. Purchaser may, at all times prior to delivery, make changes to the Order. If any such changes cause a change in the cost or time required for performance of Vendor’s commitments under this Agreement, Vendor shall notify Purchaser in writing and the parties shall make an equitable adjustment in the form of an amendment to this Agreement.

6. Termination. Purchaser may terminate this Agreement without cause and for any reason upon notice to Vendor. This Agreement shall terminate immediately if Vendor files for bankruptcy, has a receiver appointed, makes an assignment for the benefit of its creditors, or if it is in violation of any material condition of this Agreement.

7. Warranties. Vendor represents and warrants that (a) all goods and services are free of any claim of any nature by any third party and that Vendor will convey clear title to Purchaser; (b) all services are performed in accordance with generally accepted industry standards, are free from all defects, are fit for the particular purposes for which they are acquired and are provided in accordance with Purchaser’s requirements; and (c) all goods sold are of merchantable quality, free from defects in design, workmanship, and materials and fit for the purpose for which they are purchased.

8. Insurance. Vendor shall at all times under this Agreement maintain adequate applicable insurance coverages, including commercial general liability and workers’ compensation. Upon request, Vendor shall provide to Purchaser evidence of any and all such coverage.

9. Indemnification. Vendor shall defend, indemnify and hold harmless Purchaser, its officers, agents, employees, and affiliates from any and all claims, demands, loss, or damage by reason of or arising out of this Agreement, including any judgments, settlements, costs and attorneys’ fees.

10. Limitation of Liability. In no event is Purchaser liable to Vendor for any indirect, consequential, incidental, exemplary, punitive, or special damages, including lost profit, regardless of how characterized and regardless of the form of action. Purchaser’s liability to Vendor is limited to the amount paid to Vendor under this Agreement.

11. Time is of the Essence. Time for delivery of goods or performance of services is of the essence. If Vendor fails to deliver or perform within a reasonable time, Purchaser is entitled to seek all remedies available to it at law or equity. Vendor agrees to reimburse Purchaser for any and all expenses incurred in enforcing its rights.
12. Audit. Upon notice, at any time under this Agreement and for three (3) years after expiration or termination of this Agreement, Purchaser may audit records related to or concerning this Agreement in Vendor's possession.
13. Compliance. Vendor shall comply with all applicable federal, state, and local laws, orders, rules, and regulations at all times during its provision of goods and/or services to Purchaser.
14. Assignment. This Agreement may not be transferred or assigned by Vendor without the written consent of Purchaser.
15. Non-Waiver. No delay or failure by Purchaser in exercising any right hereunder and partial or single exercise of any right shall constitute a waiver of that right or any other rights under this Agreement. All rights and remedies of Purchaser under this Agreement are cumulative and are in addition to any remedies provided at law or equity.
16. Non-Solicitation. Vendor hereby agrees to not directly or indirectly solicit or induce or attempt to solicit or induce in any manner any employee of Purchaser to leave employment with Purchaser, excepting solicitations made to the general public. Vendor agrees to pay Purchaser liquidated damages in an amount equal to the gross compensation of the affected employee for the twelve (12) months preceding Vendor's breach of this Section.
17. Severability. In the event any portion of this Agreement is held invalid by a court, tribunal, or other governing body, the remaining portions shall remain in full force and effect to the extent allowed by law.
18. Governing Law. This Agreement is governed by the laws of the State of Ohio. The parties hereby agree the venue for any claim is the federal or state courts in Franklin County, Ohio.