

Terms and Conditions:

1. ACCEPTANCE: This Purchase Order (this "Order") is for the purchase and sale of the goods (the "Articles") and/or services (the "Services") described on the Purchase Order form hereof and constitutes Buyer's offer to Seller. Acknowledgement hereof by Seller to Buyer shall constitute Seller's acceptance of such Order, including all of the terms and conditions herein. In the absence of such acknowledgement, commencement of delivery of the Articles and/or Services and acceptance of such delivery by Buyer shall constitute a firm contract on the terms and conditions hereof. This Order is expressly conditioned on the terms and conditions of this Order unless there is an overriding agreement signed by each of the parties hereto.
2. PACKING: The Articles shall be packaged and labeled by Seller in such fashion as complies with all applicable law, safe shipment and other good commercial practices and in accordance with Buyer's instructions and so as to insure that no damage shall result to the Articles including damage from weather or transportation.
3. WARRANTY - ARTICLES: In addition to all warranties which may be prescribed by law, Seller warrants all of the Articles shall (A) conform to the specifications, drawings, samples and all other descriptions furnished by Buyer and (B) be fit for the purpose represented by Seller, merchantable and of good quality and workmanship, free from all latent and patent defects (including without limitation defects in design, materials or workmanship). Seller further warrants that the articles shall be merchantable within the meaning of Article 2-314 of the Uniform Commercial Code (See "CONTROLLING LAW") in effect on the date of this Order.
4. WARRANTY - SERVICES: Seller warrants that all of the Services shall be satisfactorily consistent with specifications, drawings, samples and all other descriptions furnished by Buyer. Seller also warrants that no liens, encumbrances or security interest or other third-party claims shall attach to real or personal property owned or leased by Buyer as a consequence of Seller's performance of Services hereunder.
5. WARRANTY - PRICE: Seller warrants that the prices charged Buyer, as indicated on the front side hereof, are the lowest prices charged by Seller to any buyers purchasing the Articles or Services. In the event Seller breaches this warranty, the prices of the Articles and/or Services shall be reduced accordingly retroactively to the date of such breach.
6. WARRANTY - TITLE: Seller represents and warrants that it has all right, title and interest in the Articles and the Articles shall be delivered and all such right, title and interest in and to the Articles shall be transferred to Buyer without any liens, encumbrances, security interest or other third-party claims. Seller further represents and warrants that the Articles and the Services (including without limitation the resulting work product) and the delivery, use, provision and/or sale thereof, will not infringe or misappropriate any patent, trademark, copyright, trade secret or other intellectual property or similar right of any third party, including without limitation, patent rights covering the design of any or all of the Goods and the materials contained therein.
7. WARRANTY - GENERALLY: The warranties provided by this Order are in addition to all other warranties which vest in Buyer pursuant to applicable provisions of the Uniform Commercial

Code or otherwise by operation of law, and shall supersede and not be affected by all disclaimers or notices that attempt to limit such warranty. Seller's warranties in this Order shall run to Buyer, its customers and users of the Articles, for the greater of the maximum period prescribed by law or a period of three (3) years from the date of delivery or completion of performance, provided, however, that if Seller offers a longer warranty period for substantially similar products to any other of its customers, then Buyer and its customers and users shall have the benefit of such longer warranty period.

**8. RECALLS, BUYBACKS, DEFECTIVES, AND CORRECTIVE ACTIONS:**

If any product should be subject to a recall or buy back for quality, liability, defective, or any other material or packaging issue, the seller shall immediately notify the purchaser of said issue. Additionally, the seller shall notify the purchaser of its intended course of action relating to the affected product. The seller shall also cover all cost incurred by the purchaser for identifying, consolidating, returning, and/or destroying the product associated with the recall or identified as defective. These costs may also include product that has been used in production and must be reclaimed from end users. Additionally, the seller will release the purchaser from all liability associated with the recalled or defective product. The seller will also cover and list the purchaser as an additional insured and must provide the purchaser with a certificate insurance.

**9. CHANGES:** Buyer may, at any time prior to full performance by Seller, make any changes in the Order including the quantities ordered or in the specifications or drawings relating to the Articles, in which event an equitable adjustment will be made to any price, time of performance, and/or provisions of this Order required to be changed thereby. Any claim for such an adjustment must be made in writing within fifteen (15) days from the date of receipt by Seller of such change.

**10. TERMINATION:** (a) Buyer may immediately terminate this Order in whole or in part, without liability to Buyer if one or more of the following occurs: (i) if deliveries are not made at the time or in the quantities specified, or (ii) Seller defaults in the performance of any term, condition or covenant of this Order. (b) Buyer may terminate this order in whole or in part, at any time for any reason or no reason with written notice to Seller. On receipt by Seller of such notice, Seller shall, and to the extent specified therein, stop work on this Order, including terminating work under any subcontracts, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer in writing within sixty (60) days after the effective date of the termination. Buyer shall have the right to audit all elements of any termination claim by Seller and Seller shall make available to Buyer on request all books, records, and papers relating thereto. (c) Any termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller.

**11. COMPLIANCE WITH LAWS:** Seller warrants to Buyer that each of the manufacture, production, sale and delivery of the Articles are in full compliance with any and all federal, state, and local laws, and all regulations, rules, declarations, interpretations and orders issued thereunder. Seller specifically warrants to Buyer that the Articles are not: (a) in violation of Section 6 or 12 of the Federal Trade Commission Act or in violation of the Fair Packaging and Labeling Act; (b) adulterated or misbranded within the meaning of the Federal Food, Drug, and

Cosmetic Act, as amended, ("FDA") or within all other applicable federal, state and municipal laws, rules and regulations; or (c) Articles which may not be introduced to interstate commerce under Sections 404 or 505 of the FDA or under all other applicable federal, state and municipal laws, rules and regulations; (d) misbranded within the meaning of the Federal Caustics Poison Act; (e) hazardous substances or if they are hazardous substances, are not misbranded as hazardous substances or a banned hazardous substance as defined in the Federal Hazardous Substances Act; or (f) manufactured in violation of the Fair Labor Standards Act of 1938, as amended. Seller specifically guarantees to Buyer that reasonable and representative tests conducted in accordance with the procedures prescribed in (i) Section 4d of the Flammable Fabrics Act, (ii) all applicable codes of the National Fire Prevention Association and (iii) all other applicable federal, state and municipal laws, rules and regulations, show that all fabrics used or contained in the Articles are not so highly flammable as to be dangerous when worn by individuals. Seller further guarantees to Buyer that Seller will comply with the provisions of Executive Order No. 11246, as amended.

12. CONFIDENTIALITY; BUYER FURNISHED PROPERTY: (a) Any Confidential Information that is provided to Seller in connection with this Order shall remain the sole and exclusive property of Buyer and may not, without the prior written consent of Buyer, be used by Seller for any other purpose, including, without limitation, the development, marketing or sale of any product or part to any other customer or prospective customer of Seller. Confidential Information means all information and data related to Buyer's business furnished by Buyer to Seller in any format including, written, oral, electronic, graphic or other tangible form. (b) Seller shall not use, reproduce, or appropriate for, or disclose to, anyone other than Buyer any Confidential Information including without limitation, material, tooling dies, drawings, designs, and other property or data furnished by Buyer, nor shall Seller use the same to produce or manufacture more Articles than are required hereunder. Seller shall bear the risk of loss or damage to such property furnished by Buyer unless such loss or damage is solely, directly, and proximately caused by Buyer's gross negligence. All such Buyer-furnished property, together with surplus materials, shall be returned to Buyer at termination or completion of this order unless Buyer shall otherwise direct.

13. PATENT INFRINGEMENT INDEMNITY; INDEMNITY; INSURANCE: (a) To the extent the Articles are not manufactured in accordance with Buyer's specifications, designs and drawings, Seller shall indemnify, protect, defend and hold harmless Buyer, its officers, directors, employees, and customers and users of the Articles and Services (collectively, the "Indemnitees") from and against any and all claims, damages, liabilities, losses, judgments, penalties, fines, settlements, expenses, attorney fees and court costs (collectively, the "Losses") of any and all alleged or actual infringement(s) of any patent, copyright, trademark, trade name, or other intellectual property right or similar right claimed by any and all third parties. In the event such claim is made, Seller shall, at no expense to Buyer or its customers, and as directed by Buyer, modify, recall, substitute or replace the Articles without violating such claim, or refund all amounts paid under this Order. Buyer shall promptly notify Seller of such claimed infringement. (b) Seller shall indemnify, protect, defend and hold harmless Buyer and its Indemnitees from and against all Losses (including personal injuries or death) arising, or allegedly arising, out of, caused by or resulting from (in whole or in part) the Articles and/or Services, purchased hereunder or any act, omission or breach of Seller's subcontractors. (c) Seller shall indemnify, protect, defend and hold harmless Buyer and its Indemnitees from any and all Losses arising out of the failure of Seller to timely deliver the Articles purchased

hereunder. (d) Seller shall indemnify, protect, defend and hold harmless Buyer and its Indemnitees from and against any and all Losses (including without limitation the cost of any Articles lost by libel, condemnations or voluntary recall), actions and proceedings brought by the federal, state or local government or any agency thereof against Buyer or its Indemnitees or against any such Articles by reason of any claim or findings by said public authority including without limitation Seller's breach that the Articles are not as herein guaranteed. (e) If any settlement requires an affirmative obligation of, results in any ongoing liability to or prejudices or detrimentally impacts Buyer in any way and such obligation, liability, prejudice or impact can reasonably be expected to be material, then such settlement shall require Buyer's written consent (not to be unreasonably withheld). At Buyer's sole discretion, Buyer may assume control of the defense or settlement of any and all claims against Buyer, including without limitation the right to designate legal counsel. (f) This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies. If any action at law or in equity is necessary to enforce or interpret these terms, the prevailing party shall be entitled to cost and expenses (including reasonable attorneys' fees) in addition to all other relief to which it may be entitled. (g) All vendors must maintain and provide evidence of insurance coverage while doing business with Centurion Medical Products. Vendors must provide Centurion Medical Products with a certificate of insurance which at a minimum, evidences one (1) million dollars per occurrence limits and one (1) million dollars products (completed operations aggregate). The certificate must indicate that coverage is occurrence based and must include thirty (30) days written notice of cancellation. Certificate must also show Centurion Medical Products as the Certificate Holder and must indicate that seller's general liability policy has been endorsed to add Centurion Medical Products as an Additional Insured.

14. SETOFF: Buyer may set off any amount due from Seller to Buyer whether or not under this Order, against any amount due Seller hereunder.

15. ASSIGNMENT: Seller shall not assign this Order or any interest herein, including any performance or any amount which be due or may become due hereunder, without Buyer's prior written consent.

16. SUBCONTRACTING: If any Articles are to be made to Buyer's design, specifications and drawings all subcontracting by Seller with respect thereto shall be subject to Buyer's written approval.

17. ADVERTISING: Seller shall not, without the prior written consent of Buyer, issue any news releases, advertisements or other promotional material that refer to or disclose any information related to Buyer, this Order, or Buyer's business affairs, except as may be required by law.

18. CONTROLLING LAW: This Order and the performance of the parties hereunder shall be controlled and governed by the state shown in Buyer's address on the Purchase Order form hereof.

19. NOTICE OF LABOR DISPUTES: In the event an actual or potential labor dispute is delaying or threatens to delay the timely performance of this Order, Seller shall immediately give written notice thereof to Buyer, including all relevant information with respect thereto.

20. TRADEMARKS: Buyer warrants that Buyer owns or has authorization to use all trademarks Buyer requests Seller to affix to the Articles. Seller agrees that Seller has no and shall not acquire any right, title, or interest in the trademarks, and Seller shall not use any such trademarks on any articles produced for itself or anyone other than Buyer.

21. GENERAL: All warranties shall be construed as conditions as well as warranties. No waiver of a breach or provision of this Order shall constitute a waiver of any other breach or provision. No modification or waiver of the provisions of this Order shall be valid or binding unless approved by Buyer in writing. This Order shall constitute the entire agreement between the parties with respect to the subject matter hereof. All representations, warranties and covenants of Seller shall survive termination of this Order. This Order shall be binding on Buyer and Seller and their respective successors and assigns.