1. Offer and Acceptance. As specified on the face hereof or on an attached document hereto, this Purchase Order Agreement ("Contract") is offered by the party to the party to which it is addressed ("Supplier") to purchase the identified products and/or services ("Products"). Supplier shall accept this Contract by any reasonable indication of acceptance, including without limitation: (i) Supplier fails to object to Buyer, in writing, within five (5) days of receipt of this Contract or any request by Buyer for the non-delivery of Products to which this Contract applies; or (ii) Supplier's failure to perform its obligations under this Contract. If Supplier fails to notify Buyer of its rejection of this Contract within five (5) days of receipt of this Contract, Supplier shall be deemed to have accepted the Contract.

2. Pricing and Changes. Pricing is final and non-revocable unless otherwise stated in this Contract. Buyer may notify Supplier of changes to the drawings, specifications, quality, delivery, or other requirements; however, the time for performance and price shall not change unless Buyer notifies Supplier in writing within five (5) days of receipt of Buyer's written notice by which Buyer desires to change these terms or whether these terms shall be emphasized on any form of tender or Supplier unless otherwise written in signing by an authorized representative of Supplier.

3. Electronic Communication and Financials. Supplier will take all reasonable steps to comply with the method of electronic communication as may be specified by Buyer. Any facsimile, electronic mail, or other electronic communication methods used must be capable of producing a hard copy of the original document. Only original hard copy of the contract is considered valid. Supplier will take all reasonable steps to verify the receipt and delivery of all electronic communications. If such electronic communications are not in a language which is mutually agreed and are not in the English language, Buyer shall be entitled to refuse to receive and will have no obligation to accept such communications.

4. Volume and Quantity. Any estimates, forecasts or projections of future anticipated volume or quantity requirements for Products provided by Buyer are indicative only and do not constitute any commitment on the part of Buyer or Supplier.

5. Shipping and Delivery. Products will be shipped in accordance with good commercial practices and instructions furnished by Buyer. Supplier will comply with Buyer's packaging, labeling, shipping notification and freight requirements. Non-compliance may result in damages to the Products. The cost of handling, packaging, and transportation and insurance of the Products, if any, shall be borne by Supplier. Supplier shall deliver the Products at Buyer's risk and expense. The title for the Products will pass to Buyer upon delivery, with delivery occurring when the Products have been delivered in accordance with Buyer's instructions to Buyer's facilities and the risk of loss or damage to the Products will be the responsibility of the Buyer.

6. Payment. Payment terms will be 30 days, measured as of the business day 2 days after the 2nd day of the month following the date of receipt of Products per the terms of this Contract and Buyer's purchase orders. Supplier shall invoice Buyer for the Products delivered. The invoice shall be submitted to Buyer within five (5) days after the delivery of the Products. All invoices must be submitted in the currency of payment specified by Buyer. Each invoice must include the following information: (a) purchase order number, (b) packing list, (c) description of products and services, (d) quantity of materials covered, (e) date of shipment and carrier, (f) Buyer's purchase order and material code numbers, and (g) statement that all nonconforming items have been removed or isolated. If an invoice, packing list, and any other required documents are not received by Buyer within five (5) days of the invoice date, the invoice will be returned as incomplete. The invoice amount shown on the invoice shall be the total amount due to Supplier for payment under the Contract. Upon receipt of the invoice, Buyer will pay the amount due within thirty (30) days of the invoice date. Each payment will be made by check, wire transfer, or other method of payment agreed upon by Buyer and Supplier. Payment is made to Supplier's account designated by Buyer in writing. Supplier agrees not to contest the invoice or the amount due or to initiate any legal action in connection with the invoice or the amount due. Supplier shall permit Buyer to inspect its records and accounts and to audit such records and accounts, upon reasonable prior written notice by Buyer. Buyer may withhold payment in its discretion of any monies due Supplier until such audit is completed.

7. Quality Specifications and Standards. If this Contract includes any quality specifications or standards, Buyer will provide a sample of the product to Supplier for inspection. This sample will be used to establish the quality standards that Supplier must meet. Supplier will be responsible for any costs associated with the inspection and testing of the sample.

8. Force Majeure. In the event of any act of God, labor difficulties, strikes, lockouts, epidemics, or any other inability to perform this Contract, by reason of causes beyond the control of Supplier, or of any third party, any delay in performance or the failure to perform any term or provision hereof shall not operate as a breach of this Contract, provided Supplier shall promptly advise Buyer thereof in writing and use reasonable diligence to overcome such cause of delay.

9. Arbitration. Any dispute or controversy arising out of or relating to this Contract or the breach, termination, or invalidity thereof, shall be settled by final and binding arbitration in accordance with the rules of the American Arbitration Association. The award of the arbitrator(s) shall be final and binding upon the parties. Supplier shall not contest the jurisdiction of the arbitrator(s). The arbitrator(s) shall determine the reasonableness of any delays in performance by Supplier. Supplier agrees to submit to the exclusive jurisdiction of any court of the state of Colorado, and agrees to the personal jurisdiction of the federal courts located in Colorado.

10. Governing Law, Jurisdiction and Venue. This Contract shall be governed by and construed in accordance with the laws of the state of Colorado, without regard to its conflicts of law principles. This Contract shall be deemed executed in Colorado. Supplier agrees to submit to the personal and exclusive jurisdiction of the federal courts located in Colorado and of the state courts located in the state of Colorado, with respect to any claim or dispute that arises out of or relates to this Contract.

11. Indemnification. To the full extent permitted by law, Supplier agrees hereby to indemnify, defend and hold harmless Buyer, its affiliates, partners, directors, officers, employees, agents, and from and against any and all claims, causes, demands, judgments, losses, costs, liabilities, damages and/or fees of any kind or nature of any type, arising from or relating to (i) any injury, illness, death, or property damage to any person or property caused by or resulting from Supplier's negligence, (ii) any breach of any representation or warranty made by Supplier to Buyer or (iii) any failure to comply with any of the terms, conditions, and specifications set forth in this Contract or any other agreement between Supplier and Buyer. Supplier shall, at its sole cost and expense, defend such claim, action, or proceeding, and Supplier agrees to pay all costs, expenses, and judgments incurred as a result thereof, including reasonable attorneys' fees and costs. Supplier shall not settle any claim, action, or proceeding without Buyer’s prior written consent.

12. Warranty. Supplier warrants that all Products delivered hereunder will conform to all applicable specifications, drawings, samples, returns, and all applicable laws, regulations, standards, and specifications set forth in this Contract.

13. Noncompeting. To the extent with respect to any services performed or any goods manufactured under this Contract, Supplier shall not and shall cause its subsidiaries, divisions, agents, and employees to not, during the term of this Contract and for a period of five (5) years thereafter, either directly or indirectly, own, manage, operate, or control any business or entity that competes with Buyer's business.

14. Termination. (a) In the event of a breach of any of the terms, conditions, or warranties set forth in this Contract, Buyer may give written notice to Supplier specifying the nature of the breach and the time within which Supplier shall remedy the breach. Supplier shall have ten (10) days from receipt of such notice to cure the breach. (b) Upon receipt of such notice, Supplier shall cure the breach within the time specified in the notice. (c) If Supplier is unable to cure the breach within the time specified in the notice, Buyer may terminate this Contract by giving written notice to Supplier.

15. Assignment. Neither party may assign or delegate its rights, duties or obligations under this Contract, in whole or in part, to any third party other than to a subsidiary, division, or parent company of the party assigning its rights, duties or obligations under this Contract, without the prior written consent of the other party. Further, Supplier shall provide Buyer with a copy of any assignment. Supplier shall ensure that the assignee agrees to be bound by all terms of this Contract. Supplier shall not assign or delegate its rights, duties or obligations under this Contract to any third party, and any attempt to do so shall be void.