

**KLEEN CONCEPTS
STANDARD PURCHASE ORDER
TERMS & CONDITIONS**

Please confirm acceptance of the Purchase Order in twenty-four (24) hours. If the acknowledgement is not sent within 24 hours, both parties agree that the Purchase Order is in effect, according to the pricing, quantities, delivery instructions, requested delivery date, terms and conditions and all other information and specifications set forth and contained herein. Any requested changes to the PO must be submitted to Kleen Concepts, in writing, within 24 hours of the receipt of the PO.

Commencement of production or delivery of any items above constitute and shall be deemed acceptance of this Purchase Order and its terms as well as acknowledgement and acceptance of Kleen Concepts' Manufacturing Agreement. Shipping terms used on this Purchase Order shall be given meaning ascribed thereto by Intercoms 2010 (found at www.i-b-t.net/incoterms.html).

All Shipments shall be accompanied by a Packing List specifying Kleen Concepts as the Shipper. Packing List must include an accurate description of the Products(s), Quantities and Purchase Order Number for the corresponding shipment.

NO PAPERWORK accompanying the shipment shall contain pricing.

By fulfilling this Purchase Order, Seller agrees to ship and invoice according to the items, quantities, prices, payment terms, and the destination specified on the Purchase Order. It is the Seller's responsibility to contact Kleen Concepts to have a Purchase Order reissued to correct any incorrect/incomplete information before commencement of production. Kleen Concepts will only issue payment for goods and/or services according to quantities, items, prices and payment terms on this Purchase Order and has no obligation to honor invoices contrary to these terms.

If a shipping discrepancy arises, Seller must provide a valid Proof of Delivery to us in order for Kleen Concepts to consider starting an investigation to resolve the matter. Discrepancies over items, quantities, or quality of the shipment must be resolved by shipper within 72 hours. Damages arising during transit are the responsibility of Seller and the carrier and must be resolved within 72 hours.

Seller shall keep strict confidentiality regarding Kleen Concepts' customers, Product specifications, materials, pricing and purchase orders.

By shipping Products specified in this Purchase Order, Seller represents and warrants that: (a) the Products shall be of merchantable quality and conform to Kleen Concepts' specifications; (b) the Products shall be free of all defects in design, manufacture, materials and workmanship; (c) the Products shall be fit and safe for the use(s) normally and reasonably intended; (d) the Products and associated marking and/or packaging shall conform to all voluntary and/or mandatory marking, country of origin, packaging, certification, technical, performance, environmental, design or safety standards and/or requirements applicable to the Product for import and sale in the intended Destination Jurisdiction, and Seller shall supply all requested documentation or other records of such compliance to Kleen Concepts upon request; (e) the Products do not infringe the intellectual property rights of any third party, including without limitation, any utility patent, design patent, trade secret, copyright, or other intellectual or proprietary right; and (f) Seller represents and warrants that all Products comply with applicable laws, codes, regulations rules and orders in which it is being delivered.

Kleen Concepts may return any Products that do not comply with applicable Kleen Concepts specifications due to Seller's fault. Kleen Concepts shall receive full credit or refund of Kleen Concepts' cost, including shipping and handling costs, for any Products that: (a) contain Manufacturing Defects, defined as Products that fail to conform in all respects to warranties and requirements above; (b) are shipped in error or in non-conformance with Kleen Concepts' purchase order; (c) are claimed to have caused injury to person or property; (d) are damaged upon receipt at the delivery point designated by Kleen Concepts; or (e) are not manufactured in accordance with the terms of this Purchase Order.

By fulfilling this Purchase Order, Seller agrees to indemnify, defend and hold harmless Kleen Concepts and its affiliates and customers, and their respective directors, officers, employees and agents (collectively, "Indemnified Persons") from and against any and all losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and expenses, court costs and costs of appeal), arising out of, or in any way connected with, any proceeding (legal or equitable) or claim brought or asserted against any of them, whether meritorious or groundless, arising out of, or in any way related or attributable to, (a) any breach of this Agreement by Seller (including, without limitation, any breach of any warranty or certification under Section 2), (b) the manufacture, sale, possession or use of any Product purchased hereunder by Kleen Concepts, (c) any allegation that any Product, or any part thereof, or the distribution or use thereof, infringes any patent, copyright, trademark, trade secret or other intellectual property right of any third party, (d) any claim for personal injury, death or property damage caused by, or arising out of the possession or use of, any Product purchased by Kleen Concepts hereunder, except to the extent that any such claim results from the gross negligence or willful misconduct of Kleen Concepts or any other Indemnified Person, (e) any intentional misconduct or negligence by Seller or its employees or agents in performing its obligations under this Purchase Order, (f) any actual or alleged unfair business practices, false advertising, misrepresentation or fraud resulting from Product Specifications or Documentation provided by Seller and disclosed by Kleen Concepts, or (g) any Product recall, whether or not initiated by Kleen Concepts, its customers, Seller or a governmental agency.

By fulfilling this Purchase Order, Seller agrees to maintain Minimum Insurance Coverage. For a period of three (3) years after Product delivery, Seller shall maintain, at its sole cost and expense: (1) Errors and Omissions Insurance in amounts not less than \$1 million per occurrence and \$2 million in the aggregate. (2) General & Commercial Liability Insurance and Personal and Advertising Injury Insurance in amounts not less than \$5 million per occurrence and \$10 million annual aggregate. (3) Where applicable, TCC shall carry all insurance required by DOT regulations. Seller shall carry public liability or commercial general liability insurance covering all operations by or on behalf of Seller arising out of or connected with this Agreement, including coverage for products liability and products/completed operations liability, claims by one insured against another insured, and Seller's defense and indemnity obligations hereunder. Such insurance shall also provide, by endorsement or otherwise, for contractual liability and cross liability and shall include a Seller's Broad Form Additional Insured Endorsement, naming Kleen Concepts, its affiliates, and their respective directors, officers, shareholders, employees and agents as additional insureds. If "claims made" policies are provided, Seller shall maintain such policies for at least three (3) years after the latest delivery date of Product(s) in this Purchase Order. Seller's Insurance shall be considered primary, non-contributory, and not excess coverage. The insurance carrier(s) must have a minimum A.M. Best rating of "A-, VII".

This Purchase Order shall be governed by and construed in accordance with the laws of the State of Arizona. Seller consents to jurisdiction and venue in the state and federal courts located in Maricopa County, Arizona. Any disputes or differences occurring between the parties arising out of or in any way relating to this Purchase Order, or their rights and responsibilities to each other, will be settled by arbitration under the then current rules of the American Arbitration Association. The decision and award of the arbitrator(s) will be final and binding and the award so rendered may be entered in any court having jurisdiction thereof. The place of Arbitration shall be Scottsdale, Arizona. Nothing in the foregoing requirement that disputes or differences be submitted to arbitration will prohibit the right to seek equitable relief from any court having jurisdiction over the parties, including injunctive relief, pending a final award issued by the arbitrator(s); provided, however, this right is not intended to nor will it usurp the obligation of the parties to otherwise resolve such differences in accordance with this paragraph.