



PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. **General.** The word "Coastal" as used herein shall refer to Coastal Life Technologies, Inc., which is the issuer of this purchase order ("Purchase Order"). The term "Seller" means the individual, partnership, corporation or other entity to which this Purchase Order issues.
2. **Price and Discounts.** The prices and terms, including any discount terms, are as stated in the Purchase Order. If no terms are specified, the net amount shall be payable within sixty (60) days after the later of (i) the date material is received by Coastal or the services are completed and (ii) the date of receipt by Coastal of an invoice. Invoices not paid by due date based on these terms may have a maximum of 1.5 % per month late payment charge assessed against any unpaid balance from the due date until the date of payment.
3. **Additional Documents.** All specifications, drawing, notes, instructions, notices and technical data referred to in this Purchase Order are incorporated herein by reference and all references in this Purchase Order to "provided for herein," "set forth herein" and the like shall be deemed to include such additional documents and data.
4. **Acceptance.** This Purchase Order is an offer to buy goods or services and may be accepted only in accordance with the terms and conditions set forth herein. No condition stated by Seller in accepting or acknowledging the Purchase Order shall be binding upon Coastal if in conflict with, inconsistent with, or in addition to, the terms and conditions of this Purchase Order, and all conflicting, inconsistent, and additional terms and conditions are hereby expressly rejected. Shipment of any part of the goods or the furnishing of any part of the services provided for herein shall constitute acceptance of this Purchase Order upon the terms herein.
5. **Modification of Purchase Order.** This Purchase Order together with all written instructions issued hereunder, contains the complete and final agreement between Coastal and Seller, and no agreement or other understanding in any way purporting to modify the terms and conditions hereof shall be binding upon Coastal unless (1) such modification is expressly agreed to by Coastal in a written instrument duly executed by both parties; or (2) the parties to this purchase/sale transaction have previously agreed to different terms in a broader written agreement which is duly executed by both parties, intended to cover multiple transactions, relevant to the type of transaction at issue presently, and in effect at the relevant time.
6. **Changes to Products.** Seller may not at any time deviate from specifications provided by Coastal, or deviate from specifications established with Coastal through course of dealing, without prior written approval of Coastal. For goods and services provided by Seller which are not made to Coastal's specifications based either on documentation, course of dealing, or otherwise, Coastal requires advanced notice of changes to goods and services so that Coastal may conduct an impact assessment.
7. **Delivery.** Seller shall use commercially reasonable efforts to route shipments in accordance with Coastal's written instructions. Any transportation charges paid by Seller with respect to which Seller is entitled to reimbursement shall be added to Seller's invoice as a separate item and the receipted freight bill shall be attached thereto.
8. **Inspection and Rejection.** Final inspection shall be on the Coastal's premises unless otherwise agreed in writing. Materials rejected as not conforming to this Purchase Order, or as otherwise defective, shall be returned at Seller's expense, including transportation and handling costs.
9. **Waiver and Invalidity.** None of the terms of this agreement shall be deemed to be waived by Coastal unless such waiver is in writing duly executed by Coastal and such writing recites specifically that it is a waiver of the terms of this

agreement. The waiver by Coastal of any breach of any agreement, warranty or covenant contained in this agreement shall not be construed to act as a waiver of any subsequent breach. The failure or delay of Coastal to exercise any right, power or remedy shall not operate as a waiver, and all of Coastal's rights, powers and remedies shall continue in full force and effect. All rights, powers and remedies of Coastal provided for in this agreement are cumulative and non-exclusive, except as otherwise expressly provided. Unenforceability or invalidity of any one or more provision of this agreement shall not render any other provision of this agreement unenforceable or invalid.

10. Relationship. Coastal and Seller are independent contractors of one another. Nothing herein shall be deemed to create any relationship of agency, partnership or joint venture between Coastal and Seller.

11. Assignment. Seller shall not delegate any duties, nor assign any rights or claims under this Purchase Order, or for breach thereof, without prior written consent of Coastal, and any such attempted delegation or assignment shall be void.

12. Governing Law. This Purchase Order shall be construed, interpreted and enforced in accordance with the laws of the State of Texas.

13. Indemnification. The Seller shall defend, indemnify and hold Coastal harmless against claims of tangible damage or injury to property or persons, or any other claims whatsoever, to the extent caused by the breach of Seller of any of its covenants, representations and warranties under this Purchase Order or by the negligence, reckless, or willful conduct of the Seller or its agents. The Seller agrees to indemnify, defend and hold Coastal harmless from any and all claims, regardless of by whom such claim or claims may be asserted, for personal injury or property damage or otherwise that may result directly or indirectly from the use, possession or ownership of the goods or from the services provided by Seller pursuant to this Purchase Order.

14. Proprietary Policy. No proprietary data, which includes design and engineering data, know-how and information, whether patentable or not, technical information, prints, samples and any other information disclosed to the Seller by Coastal will be disclosed by Seller in any way, shape or manner to any person, firm or organization. Seller agrees to notify Coastal within one day of its becoming aware that any such disclosure has occurred.