

EVERYTHING ICE, INC. TERMS AND CONDITIONS OF PURCHASING

1) ACCEPTANCE. No acknowledgment, or other document written or executed by Seller or forwarded by Seller to Purchaser after date of this purchase order, containing terms or conditions other than those specified herein, shall be binding on Purchaser unless any such instrument shall be signed by the person who signed this purchase order on behalf of Purchaser, and such instrument shall have been delivered to Seller. In the absence of the execution and delivery of any such instrument by Purchaser, as aforesaid, all deliveries of goods and/or the rendering of services by Seller to Purchaser shall be delivered, rendered, and accepted upon price, terms, conditions, and shall conform to specifications, set forth in this instrument.

2) QUALITY, QUANTITY, DELIVERIES, AND PACKING. In the event no quality is specified on the face hereof, the goods delivered and/or services rendered thereunder must be of the best quality. The quantity of goods indicated on the face hereof must not be exceeded without written approval of Purchaser. Seller shall ship and deliver goods and render services thereunder on the date or dates specified on the face hereof, unless prior written approval of any change in such date or dates is given by Purchaser. No charge will be paid by Purchaser for packing, boxing, or cartage, unless specified on the face hereof. Loss of or damage to any goods not packed in such a manner as to insure proper protection to same shall be borne by Seller. Each package of goods shipped must contain a memorandum showing shipper's name, contents of package, and purchase order number on the face hereof.

3) INSPECTION. Notwithstanding prior payment and/or inspection by Purchaser, all shipments of goods and/or all services rendered thereunder shall be subject to inspection by and approval of Purchaser after arrival of such goods at the delivery point specified on the face hereof and/or after such services have been rendered, taking into consideration, if there be delays in inspection, and the seasonal nature of Purchaser's business.

4) REJECTED SHIPMENTS AND PURCHASER'S REMEDIES. If the goods shipped or to be shipped and/or services rendered or to be rendered thereunder are rejected, in whole or in part by Purchaser by reason of Seller's failure to comply with any of the terms, conditions and/or specifications contained herein, Purchaser, after so notifying Seller in writing, may: either return the rejected portion of such goods and/or the rejected portion of such services to Seller at Seller's expense or hold the same for such disposal as Seller shall indicate, without invalidating the remainder of this purchase order; or Purchaser may reject the entire shipment of such goods and/or reject the entire services and cancel this purchase order for any undelivered balances of goods and/or unrendered services.

If goods shipped or to be shipped and/or services rendered or to be rendered thereunder are rejected, as herein above provided, Purchaser may purchase like goods elsewhere and/or obtain like services elsewhere and charge Seller with any loss or damage (either direct or indirect) sustained by Purchaser (including, but not by way of limitation, any difference between the price paid by Purchaser for such like goods and/or services and the price specified in the face hereof) plus all costs of collecting the same (including, but not by way of limitation, attorneys' fees and court costs). Purchaser shall not be obligated to pay for any goods shipped and/or services rendered which are rejected by it.

5) INVOICES. No invoice will be paid by Purchaser unless it carries the following certificate: "Seller represents that, with respect to the production of the goods and/or the performance of the services covered by this invoice, it has fully complied with the Fair Labor Standards Act, as amended. The net-due date for payment shall commence from the last date for the item or service received and accepted by EI. EI shall not be obligated to pay for partial performance of an order. On Construction related projects where lien rights are afforded supplier, supplier has the right to file all notices of lien to assure payment and to rely on such for payment. All Construction related projects are paid when paid contracts. Everything Ice will either pay in 15 days of receipt of payment or arrange direct payment for release of any filed liens.

6) PATENTS. Seller warrants that the goods furnished thereunder do not infringe any United States or Canadian patent; that it will defend any suit that may arise in respect thereto; and that it will defend, indemnify, and hold Purchaser harmless from and against any and all loss which Purchaser may incur (including, but not by way of limitation, attorneys' fees, and court costs) by reason of the assertion of any patent rights with respect to the goods furnished thereunder whether by reason of Purchaser's purchase, use, or otherwise.

7) HEALTH AND SAFETY. All items to be supplied thereunder by Seller shall conform in all respects to the requirements of applicable insurance and governmental health and safety regulations, including regulations administered by OSHA.

8) RESPONSIBILITY AND INDEMNIFICATION. All work to be performed by Seller thereunder shall be performed entirely at the risk of Seller, and Seller shall defend, indemnify, and hold harmless Purchaser, its agents, servants, representatives, and employees from and against any and all loss (including without limitation, loss of use), liability, damage, claims, demands, actions and/or proceedings, and all costs and expenses connected with any thereof (including, without limitation, attorneys' fees) of whatsoever nature on account of any and all damage to or loss or destruction of any property (including, without limitation, property of Purchaser), or injury to or death of any person (including, without limitation, employees of Purchaser) arising directly or indirectly out of or in connection with the performance of Seller of such work. Without limiting the generality of the foregoing, Seller agrees to indemnify and hold Purchaser harmless from and against all claims and liens of any and all persons based upon the furnishing of labor and/or materials in connection with the goods sold and/or services rendered by Seller thereunder.

9) EQUAL EMPLOYMENT OPPORTUNITY. Seller hereby agrees to comply with the provisions set forth in paragraphs (1) through (7) of section 202 of Executive Order 11246 and all similar orders, rules, registrations and laws prohibiting discrimination in employment, and further agrees that it will not discriminate on the basis of Race, Creed, Color, Sex, National Origin or Age.

10) ILLEGAL PICKETS. Seller shall promptly exercise all legal rights and remedies afforded by applicable law to remove and suspend illegal pickets.

11) COMPLIANCE WITH LAW. Seller shall comply with all applicable federal, state and local laws, regulations and orders, and Seller will furnish Purchaser with a warranty in a form satisfactory to Purchaser to such effect if requested by Purchaser. Any and all disputes arising from this purchase shall be litigated in compliance with the Laws and courts of Pennsylvania with all rights of venue waived..

12) RIGHT OF OWNERSHIP. Seller agrees that EI retains exclusive ownership of any and all rights to any of the hereafter mentioned items made for the use by EI or the manufacturer of EI products as the purpose of this purchase order including, but not limited to the following, reproducible copies, photographic originals, negatives, original work, machinery jigs, dies, molds printing materials, blueprints, drawings, specifications, and certification papers. Any such materials produced for EI shall be for the sole use of EI and available to EI, upon demand, at no expense except for transportation. Seller agrees to protect said materials at their expense.

13) WARRANTY. Seller warrants the material furnished thereunder (a) to be free from defects in title, labor, material or fabrication, (b) to conform to applicable specifications, drawings, samples or other descriptions given, (c) to be suitable for the purpose intended, (d) to be of merchantable quality, and further warrants that material of Seller's design will be free from defects in design.

14) INSURANCE. seller shall carry insurance protection sufficient to meet all the liabilities that are mentioned herein.

15) EVENTS NOT WITHIN CONTROL OF PURCHASER. If by reasons of fire, earthquake, flood, explosion, accident, difference with or inability to secure workmen, shortages of energy or raw materials, equipment, labor or transportation, production shutdown, or curtailment, lack of facilities, act of God, or of any public enemy, voluntary or involuntary compliance with any valid or invalid, law, order, regulation, request, or recommendation of any government agency or authority, or other cause beyond the immediate and direct control of Purchaser, whether or not of the kind or nature herein before specified, Purchaser shall be delayed in whole or in part in taking any delivery or deliveries of goods and/or accepting the rendering of services as herein specified, Purchaser may, by giving written notice to Seller: a) cancel this purchase order in whole or in part as to any undelivered portion of such goods and/or unrendered portion of such services; or b) Suspend, in whole or in part, deliveries of goods and/or the rendering of services during the continuance of and to the extent of such cause.