

**VIRTEX ENTERPRISES, LP PURCHASE ORDER TERMS AND CONDITIONS**

1. The Purchase Order constitutes the entire agreement between VirTex Enterprises, LP, or its affiliated or subsidiary company or division, whose name appears on the Purchase Order (collectively "Buyer") and "Seller," the party designated as such on the face of this Purchase Order.
2. This Purchase Order constitutes an offer, the acceptance of which is limited to its terms. Terms in Seller's acceptance, in addition to or not identical with these terms, will not become part of the contract without the written consent of the Buyer. Seller's failure to object to these terms, shipment of conforming or non-conforming Goods or performance of services shall constitute an acceptance of the offer, but it is expressly understood that a non-conforming shipment or performance shall be subject to the provisions of paragraph 11 below.
3. Unless otherwise specified herein, sales of Goods are "F.O.B. delivery location(s) specified by Buyer." It is expressly understood that Buyer will not be charged for any boxing, packing or crating charges unless otherwise stated in writing. If this Purchase Order calls for payment of any transportation costs by Buyer, Buyer shall in no event be liable or accountable for any amount in excess of the actual costs of transportation.
4. Notwithstanding the F.O.B. point specified on the face of the Purchase Order or any shipping instructions, Seller shall assume and pay for any and all loss or damage to Goods from any cause whatsoever until Buyer receives the Goods at the point of ultimate destination. Title to Goods shall pass from Seller to Buyer in accordance with the delivery terms of the Purchase Order. INCOTERMS, 2000 edition shall apply to the terms of delivery for international shipments unless otherwise specified in the Purchase Order.
5. Unless otherwise expressly provided on the face of this Purchase Order, all costs of labor and materials, as well as all taxes, duties, and other governmental exactions, shall be deemed included in the purchase price of the Goods or services (hereinafter the "Price"), and Buyer shall have no liability to pay Seller any amount in excess of the price specified herein.
6. Notwithstanding any specifically agreed-upon price for the Goods or services specified on the reverse side of the Purchase Order, Seller shall give Buyer the benefit of any declines in the price charged or revealed to other customers if said price declines are for the type of Goods or services ordered hereunder and occur prior to either the actual time of shipment or performance or the time for shipping or performance specified in this Purchase Order, whichever is later.
7. Buyer shall have the right to inspect and test Goods at the facilities of Seller or its sub Sellers at any time during their manufacture or fabrication, and to make a final inspection within a reasonable time after their delivery. Neither the inspection nor failure to make inspection nor acceptance of Goods shall impair Buyer's right to reject non-conforming Goods or to avail itself of any other remedies to which it may be entitled. When the Goods are ordered for resale, Final Acceptance by Buyer shall take place when the Goods or the product of which the Goods are a component have been successfully installed and tested on Customer's facility. Buyer shall provide reasonable notice to Seller of the date of any tests involving the Goods to be conducted at Buyer's facility, and reasonable notice of the date for installation and testing at a customer's site, and Seller may have representatives present at such testing and installation. If Seller does not witness such tests, Seller shall be bound by the results as interpreted by Buyer. If the Goods fail any test, and are rejected by Buyer, Buyer may require Seller to repair or replace the Goods to the satisfaction of Buyer and Customer, and if Seller fails to do so, Buyer may require Seller to refund all amounts paid and may procure replacement Goods, any excess costs to be for the account of Seller. Nothing in this section shall diminish Seller's warranty obligations under section 12 hereof.
8. Goods to be furnished under this Purchase Order shall be subject to expediting by Buyer. Buyer or its representative shall be afforded reasonable access to the facilities of Seller or its Sellers for expediting purposes.
9. Unless payment terms have been specifically set forth on the reverse side of this Purchase Order, the following terms and conditions shall apply 1) payment for delivered Goods will be made within a reasonable time after the receipt of the Goods by Buyer, unless payment is to be made on a monthly basis, in which case payment will be due from Buyer within a reasonable time after receipt of the Seller's monthly statement, supported by shipping invoices, and 2) payment for services shall be made upon completion of the job and acceptance thereof by Buyer. At Buyer's option, payment may be made by electronic funds transfer ("EFT") and Seller agrees to provide Buyer on request with all information necessary to make EFT payments.
10. Every tender of Goods or services must fully comply with all the provisions of this Purchase Order. Whether as accommodation or otherwise, Seller shall make no shipment of non-conforming Goods or performance of services which do not comply with this Purchase Order unless Buyer has so agreed in writing. If a tender is made which does not fully conform, it shall constitute a material breach of this Purchase Order, and Buyer shall, at its sole option, have the right to reject the Goods or services and/or cancel this Purchase Order. Neither the inspection nor failure to make inspection nor acceptance of Goods or services shall impair Buyer's right to reject non-conforming Goods or services. Buyer shall have the option to accept over shipments in return for a price reduction satisfactory to Buyer.
11. Buyer may return rejected Goods or hold same at Seller's risk and expense and may in either event charge the Seller for the cost of transportation, examination, unpacking, re-packing, or other like expense. Under no circumstances, shall Buyer be required to resell rejected Goods.
12. Seller warrants that all components of the Goods or services, whether manufactured or performed by Seller or by others, are free from defects in material and workmanship and performed in accordance with professional standards. In placing this order, Buyer is relying on Seller's skill and judgment in selecting and providing the proper Goods and services for Buyer's particular use. In the event of a defect, malfunction, or failure to conform with this warranty, Seller shall promptly repair the Goods or perform the services, or if need be replace same, without charge to the Buyer. If Seller fails or refuses to correct the defect, Buyer and/or its Customer may do so with their own forces or through third parties, all at Seller's expense and Seller agrees to reimburse Buyer or Customer as applicable. If samples of Goods have previously been submitted to and approved by Buyer, Seller warrants that the Goods will conform in quality with said samples. Unless otherwise agreed in writing, Seller's



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warranties in this section shall extend for a period of one year following delivery of Goods or completion of services, or, in the case of Goods acquired for resale, for the same period as Buyer's warranty obligation to Customer, which Buyer will make known to Seller. Neither the inspection nor failure to make inspection nor acceptance of Goods or services shall release Seller from any of the warranties contained in this Purchase Order. Buyer reserves the right even after it has paid for and accepted said Goods or services, to make a claim against Seller on account of any Goods or services which do not prove to be satisfactory or are defective irrespective of Buyer's failure to notify seller of a rejection or revocation of acceptance of non-conforming Goods or services or to specify the defect in non-conforming Goods or services after rejection or acceptance thereof. Seller further warrants that the Items provided to Buyer under the Purchase Order (I) are "Year 2000 compliant," as defined by the British Standards Institute guidelines, (2) shall not interrupt, delay or otherwise adversely impact Buyer's operations, and (3) shall not interrupt, delay or otherwise adversely impact the operations of Buyer's customers or subsequent purchasers of the Items or end products of which they are a part. Seller agrees to immediately replace any non-compliant Goods and/or services with compliant Goods and/or services at no cost to Buyer.

13. To the extent the Items ordered or requested herein are to be manufactured or performed consistently with the designs, specifications or requirements specified by Buyer or its agent, Buyer shall defend, indemnify, and hold Seller harmless from any liabilities and expenses from suits or claims for infringement of United States or foreign patents or copyrights, or for unauthorized use of trade secrets or proprietary information of a third party with respect to such Items (including, but not limited to, any software or technologies provided by Buyer with any Items) and their process of manufacture or performance. In such actions, Seller may be represented by counsel of its choosing at its expense. In all other cases, Seller shall indemnify and hold Buyer, its agents and customers harmless from any loss, damage or liability for infringement of United States or foreign patents or copyrights, or for unauthorized use of trade secrets or proprietary information of a third party with respect to such Items (including, but not limited to, any software or technologies provided by Seller with any Items) and their process of manufacture or performance. Seller shall, at its own expense, defend any action in which such infringement or unauthorized use is alleged with respect to the manufacturer, sale, use or performance of such Items delivered hereunder and Buyer shall be entitled, at Buyer's expense, to participate in any such defense. If the use or performance of any Item ordered is prohibited, Seller shall, at its own expense, either (a) obtain for Buyer and any of its customers the right to continue using such Item, (b) replace or re-perform such Item with one that is non-infringing, (c) modify the Item (if possible) so that it becomes non-infringing, provided no loss of anticipated benefit is received by Buyer, or (d) with the prior written consent of Buyer, remove or not provide such Item and refund Buyer with the full price, including transportation and installation costs (where applicable) of any such Item; provided, however, if any of the foregoing are proposed by Seller as a means of settling an infringement action against Buyer for which Seller is providing a defense, Buyer shall have the right to approve any settlement prior to it becoming final.

14. When this Purchase Order covers the supply of services or services and materials on Buyers or its Customer's premises, the following additional terms and conditions also shall apply to this Purchase Order:

A. Seller shall be an independent contractor performing a service for Buyer or its Customers and shall have exclusive control over the details and means of performing its obligations under this Purchase Order, but shall comply with all Buyer safety, security and other policies dealing with conduct on Buyer premises. As an independent contractor, Seller shall be solely and personally liable in connection therewith. Seller shall be solely responsible for the supervision of Seller's employees. Employees of Seller shall not be deemed to be employees, servants or agents of Buyer for any purpose.

B. Seller shall obtain and maintain Comprehensive General Liability insurance, Automobile Liability insurance, Worker's Compensation insurance, Employer's Liability insurance and Excess Liability insurance at its cost and expense with a reputable and financially sound responsible insurance company, properly safeguarding the Seller against liability for injuries to and death of persons and damage to property and the environment, in amounts and with coverages that are acceptable to Buyer; provided, however, except for Worker's Compensation insurance which shall be maintained in accordance with applicable laws, the amount of insurance maintained by Seller for each insurance required under the Purchase Order shall not be less than US\$1,000,000 per occurrence for Comprehensive General Liability insurance and US\$1,000,000 per occurrence for Automobile Liability insurance, unless local laws require different or lower amounts, or unless Buyer agrees in writing to lower amounts. Buyer reserves the right to cause Seller to be covered under Buyer's insurance policy for Workers' Compensation and Employer's Liability. Seller shall furnish Buyer with written certificates confirming such insurance and specifying the names of the insurers, policy numbers and expiration dates. All such insurance policies shall provide (a) that Buyer is an additional insured, (b) that the policy cover the Seller's contractual indemnity obligations to Buyer (c) that the insurance company has waived its subrogation rights, (d) that any such insurance be primary as to Buyer and not contributory with any other insurance including without limitation any deductible or self-insured retention of Buyer, and (e) unless by statute it is otherwise provided, that in the event of cancellation, written notice of such cancellation shall be given to Buyer at least thirty (30) days prior to the effective date of such cancellation. The insurance coverages and limits of such coverages shall in no way be deemed to be a cap or limitation of Seller's liability to Buyer under the terms and conditions of the Purchase Order.

C. Upon completion of the work, Buyer shall inspect the services to ascertain whether they comply with the terms and conditions of this Purchase Order. If the services are found by Buyer to be defective, Seller shall remedy said defect promptly without prejudice to any cause of action which Buyer might have for services unfurnished by the date set for completion. Upon finding that Seller's work is satisfactory, Buyer shall provide Seller with a certificate of completion and Seller shall remove all men and material from the premises.

IS. Time is of the essence in this Purchase Order. If Seller becomes insolvent, files a petition in bankruptcy, is adjudicated bankrupt, or makes an assignment for the benefit of creditors, said events shall constitute a material breach in the terms and conditions of this Purchase Order. Upon said breach, or any other default in or breach of this Purchase Order by Seller, Buyer, at its sole option, and without any liability to Seller, may cancel this Purchase Order in whole or in part by written or electronic notice to Seller. If the Goods are acquired for resale, Seller acknowledges that Buyer may have exposure to liquidated damages and agrees that in the event of an unexcused delay in delivery to pay as liquidated damages and not as a penalty an amount equal to one percent (1%) of the value of this Purchase Order for each week of delay (prorated for partial weeks) up to a maximum of ten percent (10%), which Buyer may offset against Seller's invoice. If Seller's liquidated damages reach the maximum of 10%, Buyer may cancel this Purchase Order and demand a refund of all monies paid to Seller. Buyer's cancellation shall not discharge Seller's obligation to pay liquidated damages.

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16. In addition to and without prejudice to the right to cancel this Purchase Order pursuant to paragraph 15, Buyer may terminate this Purchase Order in accordance with the following provisions:

A. If this Purchase Order covers Goods or services manufactured, fabricated, or performed to Buyer's specifications or specifications especially prepared by Seller for Buyer, then at any time prior to delivery or performance of all Goods or services ordered hereunder, Buyer may terminate this Purchase Order in whole or in part by written or electronic notice to Seller and in such event the following provisions shall apply:

(1) Immediately upon receipt of such notice of termination or upon such other date as may be specified in said notice, Seller shall stop all work in connection with this Purchase Order except as otherwise directed in writing by Buyer.

(2) Buyer shall pay and Seller shall accept as full compensation Seller's actual direct out of pocket cost to the date work is stopped, including Seller's reasonable expense in connection with the termination of any subcontracts, all as approved by Buyer, plus 6% of such cost, except that i) said payment shall be reduced by the amount previously paid to Seller pursuant to this Purchase Order and ii) the proportion that the sum of said payment plus amounts previously paid to Seller pursuant to this Purchase Order bears to the aggregate total Price specified herein shall not exceed the proportion that the work actually performed hereunder prior to the termination date bears to the entire work to be performed hereunder.

(3) The Goods or services or completed portion thereof shall be the property of Buyer, and Seller shall safely hold the same for a reasonable time subject to receipt of Buyer's written shipping or other disposition instructions.

B. If Goods covered by this Purchase Order are standard stock merchandise, Buyer at any time may terminate all or any part of its order for the unshipped portion of said Goods by written or electronic notice to Seller. Buyer shall have no obligation to make any payment whatsoever for Goods the order for which has been properly terminated pursuant to this paragraph.

17. All supplies, blueprints, sketches, drawings, specifications and other technical, economic or other information, whether in written, oral, electronic or visual forms furnished by or on behalf of Buyer or created or produced by Seller for Buyer based on information provided by Buyer in furtherance of the Purchase Order shall remain or become Buyer's property and shall be deemed to be the confidential information of Buyer. Such confidential information shall not be reproduced, given or disclosed to any third party by Seller without Buyer's prior express written consent and nothing in the Purchase Order shall be deemed to grant Seller any rights to use all or any of Buyer's confidential information except for the purposes contemplated in the Purchase Order. Seller shall require its employees, agents and other third parties to be bound by and abide by the obligations of this Section 17 and to limit internal dissemination of Buyer's confidential information to only those individuals whose duties justify their need to know such information. All confidential information shall be returned to Buyer or Buyer's designated representative upon completion of the Purchase Order or upon Buyer's demand, whichever shall occur first. Any information which Buyer may disclose to Seller with respect to the design, manufacture, sale, use or provision of the Items covered by the Purchase Order shall be deemed to have been disclosed to Seller for use only in connection with the Purchase Order and for incorporation into the Items to be delivered hereunder. Seller, therefore, shall not supply such Items to others without Buyer's prior express written consent. Any improvements made by Seller to any Buyer confidential information shall be and remain the property of Buyer, provided such improvements do not directly embody Seller's confidential information. Seller's confidential information and improvements made thereto in furtherance of the Purchase Order shall remain the property of Seller and shall be treated as confidential by Buyer, and Buyer shall have a royalty-free worldwide license to use the same for the purposes of the Purchase Order.

18. The failure of Buyer to object to any performance which is not in compliance herewith or to any default by Seller shall not be construed as an acceptance or acquiescence of same, nor constitute a waiver of any rights or remedies of Buyer with respect to any past, present or future non-conforming performance or default by Seller.

19. Seller agrees that it will not assign its duties under this Purchase Order without the prior written consent of Buyer. Any attempt at assignment shall be void for all purposes, and shall constitute a material breach in the terms and conditions hereof which substantially impairs the entire value of this Purchase Order to Buyer. Seller may subcontract portions of the work but shall remain liable for its obligations under this Purchase Order. Buyer may assign its rights under this Purchase Order to any entity that is controlled by Buyer or controls Buyer or is under common control with Buyer.

20. If Seller is unable by reason of Force Majeure to carry out any of its obligations under the Purchase Order, other than its obligations to pay money, then upon Seller giving notice and particulars in writing to Buyer within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, government action, war, civil disturbances, strikes and labor problems, delays of vendors or carriers to Seller, lightning, fire, flood, washout, storm, breakage or accident to equipment or machinery, shortage of raw materials and any other causes that are not reasonably within the control of Seller. During the term of any Force Majeure event, Buyer may satisfy its requirements for any Items under the Purchase Order as it deems appropriate and any such action by Buyer shall reduce any obligations hereunder accordingly but shall not be deemed to be a breach of the Purchase Order by Buyer. Should any Force Majeure event extend for a period of more than thirty (30) consecutive days, then Buyer shall have the right to terminate the Purchase Order after the thirtieth (30th) day without any further obligations or liability to Seller.

21. In performing this Purchase Order, Seller shall comply with all the applicable governmental laws, orders, standards, and regulations.

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22. Seller agrees to and shall defend, indemnify and hold harmless Buyer Group from and against any and all claims, losses, damages, causes of action, suits, judgments, contractual indemnity obligations and liability of every kind, including all expenses of litigation, court costs, and reasonable attorney's fees, for or by reason of any injury to or death of any person or persons employed by Seller or its suppliers and/or subcontractors, or for damage to any property owned or rented by Seller or any of its suppliers and/or subcontractors regardless of the cause of such injury, death or damage. Buyer accepts the same responsibility towards Seller Group for injury or death to employees of Buyer and its other contractors and damage to property of Buyer (other than the Goods being purchased under this Purchase Order prior to delivery to Buyer) or its other contractors regardless of the cause of such injury, death or damage. In the event of claims for injury or death to any person or persons or damage to property owned by any person or persons not covered in the preceding two sentences, each party shall defend, indemnify, and hold the other party harmless in the proportion that the indemnifying party's negligence, fault or omission caused or contributed to the alleged injury, death or damage. If for any reason this indemnity provision violates public policy, it shall be enforceable to the extent that these indemnity and hold harmless obligations are limited to the Seller's insurance or self-insurance coverage, which Seller shall obtain to cover its obligation herein and which does not exceed the amount of insurance coverage allowed by law. "Buyer Group" and "Seller Group" mean Buyer or Seller, respectively, and its parent company, all subsidiaries and affiliates, and its and their officers, directors, employees, agents, insurers, licensors, shareholders and invitees.

23. Buyer shall have the right to make changes at any time in the drawings, specifications, quantities, delivery schedules, delivery location, methods of shipment or packaging related to the Purchase Order where the Items to be furnished are to be specifically manufactured for or provided to Buyer in accordance therewith. No changes shall be effective unless expressly authorized in writing by Buyer, including, but not limited to, substitutions of or alterations to any specifications, drawings or other requirements of the Purchase Order. If such change results in delay or an increase or decrease in expense to Seller, Seller shall notify Buyer immediately and Buyer and Seller will negotiate an equitable adjustment provided that Seller shall continue to supply the Items contracted for under the Purchase Order as so changed. Any dispute regarding the equitable adjustment shall be resolved by arbitration pursuant to section 34. Seller shall not receive payment from Buyer for any unauthorized activities.

24. All property used by Seller, but owned, furnished, charged to or paid for by Buyer, including, but not limited to, materials, molds, tools, dies, jigs, patterns, fixtures, equipment, tanks and any replacement thereof shall be the property of Buyer, subject to removal and inspection by Buyer at any time. All such property shall be identified and marked by Seller as Buyer's property, used by Seller only for the Purchase Order and adequately insured for Buyer's protection. Seller shall assume all liability for, and maintain and repair such property in good condition, reasonable wear and tear excepted, for the utilization of the property in accordance with the provisions of the Purchase Order. All property to be returned to Buyer shall be returned in good condition, reasonable wear and tear excepted, for the utilization of the property in accordance with the provisions of the Purchase Order. Seller agrees to pay Buyer for any Buyer property damaged or otherwise not returned or accounted for by Seller upon receipt of Buyer's invoice for the reasonable cost of repairing such damage or replacing such property.

25. Any hazardous Items to be provided to Buyer under the Purchase Order must be marked, labeled and offered for transportation in accordance with all applicable DOT (land) requirements, and applicable IMO (water) and ICAO (air) regulations. All packages must be in approved containers and material safety data sheets must be included with each shipment. For purposes of this Section, "hazardous Items" shall mean any chemical, compound, material, waste or other Item, whether in liquid, solid or gaseous form, which is regulated or restricted in transportation (unless properly marked, labeled and packaged) by any laws, rules or regulations of any federal, state, municipal or local authority, whether governmental or regulatory in nature.

26. All Goods to be delivered under this Purchase Order and all property to be returned to Buyer shall be free and clear of any and all liens and encumbrances whatsoever.

27. Seller shall maintain all records pertaining to the work under this Purchase Order for one year or such longer time period as Buyer is obligated to maintain its records for Customer, which Buyer shall make known to Seller, and Buyer or Customer may audit such records during normal business hours upon reasonable notice to Seller.

28. Seller shall not advertise or publish the fact of or details relating to the Purchase Order to any third party except as specified in the Purchase Order, permitted by Buyer with prior express written consent or as required to perform the Purchase Order.

29. Seller must advise Buyer of the export licensing status of all Items to be delivered to Buyer under the Purchase Order. In the event any of the Items under the Purchase Order are subject to the jurisdiction of the United States Commerce Department Export Administration Regulations, Seller must also provide Buyer with the applicable Export Control Commodity Number (ECCN) citation indicated in the Commerce Control List (15 CFR Part 774, Supplement No. 1). In the event any of the Items under the Purchase Order are subject to the jurisdiction of other United States governmental agencies, such as the Department of State or Department of Energy, Seller must provide Buyer with sufficient information to enable Buyer to determine whether an export license or other authorization is required. If any of the Items under the Purchase Order are to be delivered by Seller to a location outside of the United States, without regard to whether the specific export has been explicitly authorized by Buyer, the Seller will be deemed to be the "Exporter of Record," and will have the sole and full responsibility for the export of any such Items, including the responsibility for obtaining for such Items any required governmental licenses or authorizations. Seller hereby acknowledges that it accepts this responsibility along with all costs associated with the export of any such Items.

30. Neither party shall be responsible to the other for indirect, incidental or consequential damages, including without limitation loss of use, production or profits.

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31. If any legal action is necessary to enforce the terms of this Purchase Order, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.
32. This writing constitutes the entire agreement between the parties regarding the subject matter hereof. The parties agree that this Purchase Order shall not be modified, and that no executory duties shall be waived, except by express written agreement of the parties. The parties agree that this Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties, or by any deviations from its terms during their actual performance, or by any usage of trade.
33. Seller acknowledges that these VirTex Enterprises, LP Purchase Order Terms and Conditions include provisions for the indemnification and/or exoneration of VirTex against the consequences of its own negligence or fault, and agrees that these Terms and Conditions comply with the express negligence rule, are conspicuous and afford fair notice.
34. This Purchase Order is made under and shall be governed by the laws of the State of Texas, excluding any conflict of laws principles which would call for the application of the law of another jurisdiction. Any dispute arising under this Purchase Order including disputes over its validity and/or formation shall be resolved by arbitration in Austin, Texas in accordance with the rules of the American Arbitration Association. Judgment may be entered on the award of the arbitrator(s) in any court of competent jurisdiction.
35. Suppliers must agree to notify VIRTEX Enterprises, LP (VIRTEX) of any product or process change that affects the ability of the purchased product to meet all purchase order requirements, including traceability. Any change in a Suppliers registrar or regulatory approval status, a change in an external provider, location or ownership, may be subject to re-evaluation and approval.