

General Purchase Order Terms and Conditions:

In the terms and conditions and conditions below, Oswego Health, shall be referred to as "OH", the company supplying goods and/or services under this purchase order (the "Purchase Order") shall be referred to as the "Seller," and the goods and /or services described in and provided pursuant to this Purchase Order are referred to as "Goods" or "Services", as the case may be.

1. ACKNOWLEDGEMENT AND ACCEPTANCE

Acceptance of this Purchase Order by Seller constitutes acceptance of all terms and conditions stated therein. To the extent that any project description document, attached hereto, if any ("Project Description"), quotation, order acceptance, confirmation, invoice or other document of Seller contains conflicting, differing or additional terms are rejected by OH, are considered a material alteration hereof, and shall have no effect unless expressly agreed to in writing by OH. Seller's signed acknowledgement of the Purchase Order, or Seller's shipment of Goods, performance of services, or acceptance of payment for Goods and Services shall conclusively affirm Seller's agreement to these terms and conditions.

2. FOB; DAMAGE DURING DELIVERY

Delivery of goods under this Purchase Order shall be FOB Oswego, NY or another designation as specified by OH and the risk of loss or damage shall remain with Seller until actual delivery to OH. Seller shall be responsible for damages sustained during delivery. Any resulting claims against carriers shall be the responsibility of Seller. Replacement of any damaged goods shall be sole responsibility of Seller.

3. PAYMENT TERMS

Unless otherwise indicated in this Purchase Order, OH shall render payment in forty-five (45) days of the date of delivery and acceptance of Goods or provision of Services, or from the date of a conforming invoice, whichever is later. All invoices for payment shall be in U.S. Dollars and shall include the Purchase Order number, and a summary of the total Purchase Order value, total value of Goods provided or Services performed to date of the invoice to date of the invoice, total value of invoicing to date and value of the current invoice. Invoices for payment not including such information may be returned to Seller without payment.

4. PACKAGING

All packages, cases, crates, etc., are to be marked with Seller's name and the applicable OH Purchase Order number. A packing list must accompany each shipment of goods. OH shall not be responsible or liable for any packaging charges, unless otherwise agreed to herein by OH.

5. DELIVERY

The delivery and performance requirements, manner of delivery and specified dates of this Purchase Order shall be strictly adhered to and shall not be modified without prior written permission of OH.

Time is of the essence. In the event of failure to deliver or perform by the dates specified in this Purchase Order, OH reserves the right to cancel such Purchase Order in total or any unexecuted part of such Purchase Order. Goods not shipped in time to meet the delivery requirements and dates under a Purchase Order, at OH discretion, shall be delivered at the fastest means available, at the sole expense of the Seller. Notwithstanding anything to the contrary herein, no delivery shall be made without at least a twenty-four (24) hours advance notice being given by Seller to OH.

6. DELAY IN SUPPLY

In the event of failure by Seller to deliver any Goods or perform any Services contained in this Purchase Order, other than as a result of acts of God, force majeure, civil commotions, fire, war, perils of the sea, delay in transit, or OH written request, OH shall have the right to cancel all or remaining part of this Purchase Order, without payment of compensation, and obtain delivery or performance from other sources. Any and all increased costs and expense thereby incurred by OH in obtaining such delivery or performance shall be setoff against any moneys due or to become due to Seller or shall be recoverable as damages hereunder.

7. CHANGES

Except as otherwise provided herein, this Purchase Order may not be amended, modified, supplemented, cancelled or discharged, except in writing signed by OH and Seller. Except as modified herein, any modification of any Project Description shall be at Seller's sole cost and expense, unless Seller notifies OH of such modification and OH approves such modification in writing.

8. INDEMNITY

Seller shall protect, indemnify and hold harmless OH, its successors, assigns, affiliates, employees, agents, customers, and users of its products and services (collectively, the "Affiliates"), of and from any claim, loss, damage (whether for personal injury, property damage, or direct consequential damage or economic loss), deficiency, action, demand, judgment, cost or expense (including, without limitation, reasonable attorneys' fees) arising out of or resulting from the Goods sold or services rendered hereunder, or from any act or omission of Seller, its agents, employees, or subcontractors, or which otherwise arises as a result of (i) Seller's performance of its obligations hereunder or (ii) any violation or infringement by Goods or Services provided hereunder of any patent, copyright, trademark, trade secret, or any contractual right, proprietary right or intellectual property right, of any third party (collectively, any "Claim"). If any Claim should be asserted or action commenced against OH for which OH is entitled to indemnification hereunder, Seller (a) shall, upon OH demand, promptly undertake the defense of any Claim, employing counsel reasonably satisfactory to OH or (b) agrees that OH, at OH's sole discretion, may elect to defend any Claim on its own behalf. In either case, Seller will, upon demand, pay all reasonable attorneys' fees and other costs or expenses incurred by OH in connection with such defense, any judgment or award resulting from any such claim or action and any settlement paid by OH with Seller's consent, which shall not be withheld unreasonably. This indemnification shall survive delivery of the Goods to or performance of the Services for OH, as the case may be, and any

subsequent sale or other transfer of the Goods or Services to a third party. OH's remedies hereunder are cumulative and in addition to those provided by law or any other contract.

9. QUALITY REQUIREMENT FOR GOODS AND SERVICES

Seller shall provide and maintain an inspection system, including tests and test reports, acceptable to OH in its reasonable discretion covering the inspection of Goods and Services provided under this Purchase Order, and Seller shall tender to OH for acceptance only such Goods and Services that have been inspected in accordance with such inspection system and that have been determined by Seller to conform to the Purchase Order requirements. However, all Goods and Services provided under this Purchase Order are subject to final inspection and acceptance within a reasonable time after actual delivery and OH shall have the right to reject any defective or nonconforming Goods or Services despite any prior inspection by Seller. Payment for any Goods shall not be deemed an acceptance thereof.

10. RETURN OF DEFECTIVE GOODS

All goods supplied under this Purchase Order that do not meet with the approval of OH, that are shipped contrary to Purchase Order instructions, or that are in excess of the quantity or quantities ordered under this Purchase Order, will be returned to Seller or held pending a mutual agreement between OH and Seller regarding their disposition, subject to Seller's risk of loss and sole expense.

11. EXECUTION OF PURCHASE ORDER

Only Purchase orders sent via fax, mail, courier, or electronic means and authorized by duly authorized OH personnel shall serve as an official intent to purchase by OH.

12. CHEMICAL & HAZARDOUS SUBSTANCES

All Material Safety Data Sheets required by applicable law (MSDS) each, a "Data Sheet") shall accompany all Goods (including, without limitation, any chemicals or hazardous substances) provided under this Purchase Order. In addition, seller shall provide a copy of each such Data Sheet to OH Materials Management Department. Seller shall maintain a catalog of any and all applicable Data Sheets that are provided in connection with Seller's performance of work under this Purchase Order at an OH site.

13. COMPLIANCE WITH LAWS

Seller agrees to comply with all federal, state, and local laws, rules and regulations, including, but not limited to, Executive Order 11246, the Equal Employment Opportunity Act and any amendments thereto, pertaining to nondiscrimination in employment, the Occupational Safety and Health Act of 1970, the Fair Labor standards Act, any laws, regulations and Executive Orders related thereto, and any other applicable federal, state, or local law or regulation. Seller shall, in accordance with Paragraph 8, indemnify and hold OH harmless against any liability arising out of or resulting from seller's failure to comply. Upon request, Seller shall supply OH with copies of compliance reports and any other information necessary to demonstrate compliance with this Paragraph.

The Equal Opportunity and Affirmative Action Clauses, as set forth by the U.S. department of Labor for Minorities and women (41 C.F.R. Sections 60- 1.4(a)(7), protected veterans (41 C.F.R. Sections 60-300.5(a)(11), and disabled workers (41C.F.R. Section 60-741.5(a)(6) are hereby incorporated by reference herein insofar as they are required by applicable statutes, rules, regulations or orders.

14. INDEPENDENT STATUS

Seller acknowledges that it is an independent business acting as an independent contractor. Though Seller may perform Services, no agent, representative or employee of Seller shall be or be considered an agent or employee of OH.

15. BANKRUPTCY

In the event of any proceedings, voluntary or involuntary, on bankruptcy by or against Seller, the inability of Seller to meet its debts as they become due, or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, the OH shall be entitled, at its sole option, to cancel any unfilled part of this Purchase Order without any liability whatsoever.

16. ASSIGNMENT

Seller shall not delegate any duties, nor assign any rights or claims under this Purchase Order, or for the breach hereof, without prior written consent of OH. Any such attempted delegation or assignment shall be void. Any change of control of Seller shall be deemed and assignment hereunder.

17. SET-OFF AND COUNTERCLAIMS

All claims for moneys due or to become due from OH shall be subject to deduction by OH for any setoff or counterclaim arising out of this or any other of OH's purchases from Seller.

18. TERMINATION

This Purchase Order or any portion hereof, may be terminated by OH at any time with or without cause. As used herein, the term "cause" shall include, but not limited to, (a) breach by Seller of any of the terms hereof, including any warranty made in connection with the purchased ordered hereunder or (b) any allegation that any of the Goods or Services furnished hereunder infringes any patent, trademark, copyright, or other proprietary right of any third party, or violates any statute, ordinance or administrative order, rule or regulation. If OH terminates without cause, OH will compensate Seller for the actual reasonable expenses incurred by seller for work in process requested by OH up to and including the date of termination, provided such expenses do not exceed the agreed upon prices in this Purchase Order.

19. TAXES

Seller is responsible for payment to the proper taxing authority of sales, use and similar taxes.

20. CONFIDENTIALITY

Seller will neither use any confidential Information (as defined below) for any purpose other than in performing its duties hereunder nor disclose the existence of this purchase Order or any information contained herein without the express written consent of OH. "Confidential Information" includes, but is not limited to, all designs, articles and other proprietary information developed by OH, supplied to OH or made according to OH's direction.

21. LIMITATION OF LIABILITY

To the extent permitted by law, in no event will OH be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages relating to this Purchase Order.

22. INSURANCE

Seller shall maintain in effect, at its expense, insurance of such types and in such amounts as is commercially reasonable in connection with the conduct of its business, including, without limitation, insurance coverage for its liability and indemnity obligations hereunder.

23. SEVERABILITY

If any provision of this Purchase Order shall under any circumstances be deemed invalid or inoperative, this Purchase Order shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.

24. NONWAIVER

OH's failure to enforce any provision of this Purchase Order or rights hereunder shall not operate as a waiver of such provision or rights and the same shall remain in full force and effect for the duration of this Purchase Order.

25. GOVERNING LAW

This Purchase Order and the acceptance of it shall be a contract made in the State of New York and governed by the laws thereof, without giving effect to conflicts of law principles.