

Real Trading, LLC Terms and Conditions of Purchase

1. Terms. To the extent that this Purchase Order constitutes an acceptance by Real Trading LLC (“Real Trading”) of an offer by Seller, the acceptance is expressly conditioned on Seller’s assent to Terms and Conditions herein which are additional or different to those presented by Seller. To the extent that any portion of this Purchase Order (“Order”) constitutes an offer, acceptance is expressly limited to the terms of the offer. The terms of this Purchase Order supersede any contrary provision presented by the Seller or Supplier identified on the Purchase Order, quotation, proposal, acknowledgement, invoice or other form or by any other person or entity in any written form or otherwise and may not be changed in any manner other than a writing signed by an authorized representative of Real Trading.

2. Cost and Payment. The purchase price for the materials/goods covered by this Order (“Goods”) is set forth on the front of the Purchase Order, less the discount, if any, and may not be modified or varied, and no deviation of any kind including surcharges will be effective without Real Trading’s prior written consent. If prices in effect at the date of acceptance of this Purchase Order are reduced prior to the date of delivery or performance, or if Seller lowers prices to other purchasers under similar conditions and in similar quantities before delivery, Seller agrees to afford to Purchaser the benefit of such reduction or lower prices.

3. Delivery Requirement. Bills of Lading, Packing Slips and Material Certifications must accompany shipments and invoices.

4. Delivery and Risk of Loss. Shipment and delivery will be made as provided on the Purchase Order, and each shipment shall contain a packing list showing this Purchase Order number, the amount of packages constituting this Order and quantity in each package, and must be accompanied by Tally or Check Sheets. Except as expressly provided on the front hereof, Seller shall bear the entire risk of loss, damage or destruction of all or any part of the Goods until the completion of delivery.

5. Changes and Substitutions. Seller shall not in any manner, without the prior written consent of Real Trading, change or deviate from the specifications, code or requirements set forth or referenced on the Purchase Order or substitute any items, parts or part descriptions or materials from those specified on the Purchase Order, and no such change or deviation or substitution shall constitute compliance with the terms of the Purchase Order under any circumstances. Any request for a change, deviation or substitution must be made by Seller in writing and will not be effective until approved by Real Trading in writing, which approval shall be given or withheld in Real Trading’s sole discretion, and no delay or failure of Real Trading to respond to a request shall be considered an approval. Seller shall notify Real Trading in writing of any change, substitution or deviation which Seller discovers after delivery, promptly after discovery.

6. Access & Inspections. Seller shall grant Real Trading or its assignee full access to Seller’s facilities, during regular business hours on at least 24 hours advance written or oral notice, to inspect the facilities and the manufacture or processing or other performance in connection with the transactions contemplated by the Purchase Order before, during or after manufacture and to review and inspect Seller’s books and records relating to the Purchase Order and such transactions and conduct such other inspections, witness of testing, hold points and audits as Real Trading may reasonably deem appropriate. Real Trading’s conduct or failure to conduct any such inspection or audit shall not constitute acceptance or approval by Real Trading of any Goods or processes or other matters or in any manner limit Real Trading’s right to reject or revoke acceptance or to exercise any other right or remedy.

7. Late and Non-Conforming Deliveries. Time of delivery of this Purchase Order is of the essence under this Agreement. If any part of the Goods is delivered late or otherwise does not comply with the terms and conditions hereof, Real Trading may, at its options, either (i) reject and return for full credit, including freight, all or any part of the Goods which is not in accordance with specifications set forth herein or (ii) utilize all or any

part of such Goods, holding Seller liable for all damages resulting from the Seller's failure to comply with the terms and conditions hereof. In either event, Real Trading shall retain and may exercise all of the rights and remedies available to it under this Purchase Order and applicable law.

8. Warranty: Warranty of Performance. Seller represents and warrants that: (a) All Goods subject to this Order shall be new, merchantable, free from defect in material, workmanship and design and shall conform to and be in accordance with industry standards therefore, and shall be fit for the general purposes for which they are intended; (b) If Real Trading furnishes to Seller, or sets forth on the front of this Order, any specifications, quality requirements, descriptions, models, samples, drawings or other instructions, all Goods shall conform to such matters; and (c) If Real Trading specifies a particular purpose or use for the Goods, such Goods shall be fit for the particular purpose and use and (d) are free of liens or claims from any third party.

9. Warranty: Warranty of Authority. Seller represents and warrants that it has the authority to enter into this Agreement and that any and all merchandise shipped pursuant to the Order does not and will not infringe any patent or other proprietary rights of any third party. Seller agrees to indemnify, defend and hold harmless Real Trading, its successors and assigns, from and against any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses or liabilities, including reasonable attorneys' fees, arising from or relating to any claim or demand based upon breach of this Paragraph 8. In the event that any claim is made against Real Trading with respect to such infringement, in addition to all other rights given by law, Real Trading shall have the right to cancel this and any other orders with Seller and to return Goods already delivered and accepted for full credit or reimbursement. Real Trading shall be entitled to any manufacturer's warranty provided.

10. Prohibition on Disclaimers. Without limiting the generality of Paragraph 1 (Terms) hereof, no disclaimer, limitation of liability or other provision which in any manner varies from or limits or restricts the warranties in Paragraph 8 (Warranty: Warranty of Performance) and 9 (Warranty: Warranty of Authority) or the remedies of Real Trading in connection with such warranties shall be effective without the prior written consent of Real Trading in a document which makes specific reference to this Purchase Order by date and number and to Paragraph 8 and 9 hereof. Any attempted disclaimer or other provision to the contrary shall be null and void and of no effect.

11. Indemnification. Seller shall indemnify, defend and hold harmless Real Trading from and against any and all claims, damages, losses or liability of any kind, including reasonable attorneys' fees, incurred by or claimed against Real Trading as a result of the provision or use of the Goods, except for matters caused by Real Trading's negligence or intentional misconduct.

12. Subcontractors. Seller shall be responsible to cause each of its subcontractors and subsuppliers to comply with all of the terms hereof and with applicable law. Seller shall be fully responsible and liable to Real Trading for the failure of any subcontractor or subsupplier so to comply, and the acts or omissions of a subcontractor or subsupplier shall not relieve Seller of any responsibility or liability.

13. Setoff. In addition to any right of setoff provided by law, all amounts due Seller under this or any other purchase order or contract shall be considered net of Seller's indebtedness or obligation to Purchaser; and Purchaser may deduct any amount due or to become due from Seller from any sums due or become due from Purchaser.

14. Confidentiality. The terms of this Purchase Order, including all of Real Trading's specifications and related descriptions, data or drawings, are confidential between Real Trading and Seller, and Seller shall not disclose to any third party the terms and conditions hereof without Real Trading's written permission.

15. Cessation of Business. If Seller ceased to operate its business in the normal course (including inability to meet its obligations as they mature) or if any proceeding under the bankruptcy or insolvency laws is brought by

or against Seller, or a receiver is appointed or Seller makes an assignment for the benefit of creditors, Real Trading may terminate this Order without liability except for payment for Goods previously received and as yet unpaid, or subsequently received in accordance with the terms or this Order. This Paragraph shall not in any manner limit any other rights or remedies of Real Trading, including any right of termination.

16. No Assignment. Seller shall not assign or transfer all or any portion of this Purchase Order or of rights and obligation hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, without Real Trading's prior written consent, and any attempted assignment or transfer to the contrary shall be null and void and of no effect.

17. Compliance with Laws. In all matters relating to this Purchase Order and the transactions contemplated hereby, Seller shall comply in all respects with all federal, state and local laws, ordinances and enactments of any kind, regulations, including without limitation laws and regulations (including executive orders) governing nondiscrimination, conflicts minerals, export and affirmative action.

18. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.

19. Purchase Order Number. Real Trading's Purchase Order number is required on all invoices, Packing Slips and Bills of Lading including 3rd party invoices and/or freight bills. Failure to include our Purchase Order number may result in delayed payment.

20. Headings. Headings in this Agreement have been included for convenience only and shall not be taken as an interpretation of any provision of this Agreement.

21. Governing Law, Dispute Resolution. Pennsylvania Law shall govern the validity, construction, interpretation, and effects of any quotation, offer to sell, or sale, and the transaction for the goods described herein. The parties hereto consent to the jurisdiction of the Court of Common Pleas in Philadelphia County in any and all actions or the United States District Court for the Eastern District of Pennsylvania or any other court in Philadelphia County in any and all actions, and proceedings arising under these Terms and Conditions, and waive the right to object that that venue or forum is improper or inconvenient.

23. Trade Restrictions- If as a result of any countervailing and/or dumping duties, including quota restrictions imposed upon us by governmental agencies, which are beyond our control, we reserve the right to renegotiate our contractual obligations with you, including full cancellation at no charge to us, unless you agree in writing to accept the cash value of any of such unknown matters. We will, of course, do our utmost, to minimize those charges and keep you informed.