



Purchase Order

Tom's Of Maine Inc.

COLGATE-PALMOLIVE COMPANY PURCHASE ORDER TERMS AND CONDITIONS

1. **DEFINITIONS.** The defined terms used in this Purchase Order have the respective meanings indicated below. Other terms are defined in the body of this Purchase Order and shall have the respective meanings as indicated therein.
 - 1.1. **Buyer** shall mean Colgate-Palmolive Company and its subsidiaries and affiliates world-wide.
 - 1.2. **Goods** shall mean the types of goods, materials or other items described on the face of this Purchase Order and as such may be further specified in any other related written agreement entered into by the parties and expressly referenced on the face of this Purchase Order.
 - 1.3. **Services** shall mean all of the services, obligations, duties requirements and responsibilities described on the face of this Purchase Order and as such may be further specified in any other related written agreement entered into by the parties and expressly referenced on the face of this Purchase Order. Services include any services required for Vendor's successful completion of the Services (including delivery of any Work, as defined below), whether or no written, including the furnishing of all supervision, labor, materials, equipment and other resources necessary to perform the Services.
 - 1.4. **Vendor** shall mean the vendor named on the face of this Purchase Order from whom Goods and/or Services are being purchased by Buyer.
 - 1.5. **Work** means any tangible or intangible work, writing, deliverable, material, design, model, drawing, photograph, report, formula, pattern, device, compilation, database, computer program or other item to be provided or delivered by Vendor to Buyer as part of the Services.
2. **OFFER AND ACCEPTANCE.** Vendor accepts the offer set forth on the face of this purchase order and the terms and conditions herein (this "Purchase Order") by signing the acknowledgment copy and returning it to Buyer or by commencing performance pursuant to this Purchase Order, regardless of whether Vendor signs this Purchase Order. Acceptance of this offer is expressly limited to the terms and conditions hereof which may not be modified, superseded or amended except in a writing signed by Buyer's authorized representative. BUYER SHALL NOT BE BOUND BY AND HEREBY OBJECTS TO ANY PROVISIONS ADDITIONAL TO OR AT VARIANCE WITH THE TERMS HEREOF THAT MAY APPEAR IN VENDOR'S QUOTATION, ACKNOWLEDGMENT, CONFIRMATION, INVOICE OR ANY OTHER PRIOR OR LATER COMMUNICATION FROM VENDOR TO BUYER, UNLESS SUCH PROVISIONS ARE EXPRESSLY AGREED TO IN A WRITING SIGNED BY BUYER'S AUTHORIZED REPRESENTATIVE.
3. **QUALITY; INSPECTION.** (A) Vendor shall inspect Goods and/or Services as to measurements, tolerances, limitations and other parameters specified on any drawings, plans or instructions covering such Goods and/or Services (collectively, "Specifications") and shall conduct such tests as are required by Specifications. Vendor shall ensure that Goods and/or Services meet or exceed all applicable government, industry and trade association standards, other Buyer quality standards and Vendor's own internal quality standards (collectively, "Quality Standards"). No changes to any Specifications or Quality Standards shall be valid unless set forth in a binding change order and Vendor shall not be excused from compliance based on oral agreements not subject to a binding change order. No substitutions of materials, processes or accessories affecting product quality shall be made except pursuant to a binding change order. Unless Buyer directs otherwise, all material incorporated into the Goods and/or Services shall be new. (B) All Goods and/or Services are subject to Buyer's inspection, testing, and approval, both at Vendor's plant and at Buyer's point of destination. Buyer reserves the right to reject any Goods and/or Services which do not comply with the terms of this Purchase Order. Acceptance, payment, use, or resale of the Goods and/or Services by Buyer shall not release Vendor of any Vendor obligation, representation, or warranty hereunder. Payment for any Goods and/or Services shall not be deemed an acceptance thereof.
4. **DELIVERY.** Buyer's production schedules are based upon Vendor's assurance of delivery to Buyer of Goods and/or Services by the date specified on the face hereof. Time is of the essence in this Purchase Order. If Vendor cannot meet such delivery dates, Vendor shall inform Buyer in writing by return mail of Vendor's best possible delivery time for Buyer's approval. (A) If Buyer does not approve the alternate delivery dates, Buyer shall have the right to cancel or terminate this Purchase Order in whole or in part without further liability, purchase the Goods and/or Services elsewhere and/or hold Vendor accountable for all damages (both direct and indirect), resulting from Vendor's unacceptable delivery dates. (B) If Buyer elects not to cancel or terminate this Purchase Order and to seek expedited delivery or performance hereunder, Vendor agrees to deliver the delayed shipment or perform additional services so as to avoid or minimize delay to the maximum extent possible at no additional charge to Buyer. (C) If late deliveries are made without Buyer's approval, Buyer may cancel or terminate this Purchase Order in whole or in part, purchase the Goods and/or Services elsewhere and/or hold Vendor accountable for all damages (both direct and indirect), resulting from Vendor's failure to deliver on schedule. Unless otherwise specifically agreed to by Buyer, any provision for delivery of the Goods and/or Services in installments shall not be construed as making the obligations of Vendor severable. Buyer shall not be responsible for any of Vendor's commitments for materials or fabrication in advance of the time necessary to meet delivery dates specified herein unless agreed to by Buyer in writing in advance.
5. **PACKING AND SHIPMENT.** Shipment of Goods shall be properly packed, loaded and shipped in accordance with any packaging, Specifications, shipping method and other related requirements set forth in this Purchase Order or otherwise communicated by Buyer, and unless otherwise instructed by Buyer, only by a licensed carrier over the least expensive route. If no Specifications, methods or requirements are so specified, Vendor shall be responsible for packaging, loading and shipping Goods in a manner sufficient to prevent damage and loss to Goods during shipment. Shipments, F.O.B. Buyer's plant designated on the face of this Purchase Order, shall be released at a declared valuation of the true replacement value, and in no event shall such declared valuation exceed the maximum permitted under the carrier's least expensive rate schedule applicable to Goods constituting such shipment. If freight regulations covering Goods transported by common carrier F.O.B. Buyer's plant establish a maximum limit on the carrier's liability for loss or damage suffered in transit, Vendor shall be liable to Buyer for any loss or damage in excess of such maximum limit up to the full price of the Goods. Vendor shall notify Buyer at the time of shipping of the Goods, together with a copy of the bill of lading or shipping document and the packing list applicable hereto. All such documents and correspondences shall refer to Buyer's Purchase Order number. Packing lists must bear a complete description of the Goods shipped. Shipments must equal quantity ordered, unless otherwise agreed by Buyer in writing. Buyer's count shall be final and conclusive on all shipments not accompanied by a packing ticket. Title to the Goods shall remain with Vendor until Buyer actually receives the Goods. Risk of loss of the Goods shall pass to Buyer when the Goods are actually tendered for delivery.
6. **NON-CONFORMITIES.** (A) If any of the Goods and/or Services fail to comply with any term of this Purchase Order, including: (i) fails to meet any Specifications or Quality Standards; (ii) shipped contrary to instructions; (iii) in excess of the quantities herein provided (except for quantities of Goods in excess of those ordered constituting customary quantity variations common to the trade or industry); (iv) substituted for Goods and/or Services herein described; (v) not shipped in containers conforming to Specifications (or, in the absence of such Specifications, in recognized standard containers); or (vi) allegedly violating any statute, ordinance, or administrative order, rule or regulation, then Buyer may, at its option, provide Vendor notice that Buyer elects to: (a) reject, return or hold such items at Vendor's expense and risk; Buyer may charge to Vendor all expenses of inspecting, unpacking, examining, repacking, storing, and reshipping any such items so rejected and any payment made by Buyer for such Goods and/or Services shall be refunded by Vendor; or (b) direct Vendor to promptly correct such non-conformity or replace such items at Vendor's expense following notice of such non-conformity from Buyer. (B) If Vendor fails to so correct or replace within five (5) days of such notice, Buyer may, in addition to its rights and remedies hereunder and at law and equity: (i) cancel or terminate this Purchase Order as to all such Goods and/or Services by giving Vendor notice, and Buyer may, at its option: (a) cancel or terminate the then remaining balance of this Purchase Order by notice and as to all or any part of the Goods and/or Services; or (b) purchase substitutes for such items elsewhere and charge Vendor with any loss incurred; or (ii) reject, return or hold such Goods and/or Services at Vendor's expense and risk; Buyer may charge to Vendor all expenses of inspecting, unpacking, examining, repacking, storing and reshipping any such items so rejected and any payment made by Buyer for such Goods and/or Services shall be refunded by Vendor.



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Goods and/or Services rejected or not purchased by Buyer under any provision of this Purchase Order which uses or carries Buyer's name, tradename, trademark, service mark, local, symbol, insignia, decorative design or evidence of inspection shall have the same removed prior to any sale, use or other disposition.

7. WARRANTY. (A) Vendor represents and warrants that it shall render the Services with promptness and diligence and shall execute them in a skillful, professional and workmanlike manner, in accordance with generally accepted industry standards of best practices used in the provision of services similar to the Services. Vendor shall perform the Services without unnecessarily interfering with Buyer's activities. (B) Vendor represents and warrants that all Goods and/or Services shall: (i) for a period of one (1) year from the later of the date of acceptance, or the date of completion as evidenced by Buyer's certificate of completion and use by Buyer, be free from defects in design, workmanship and materials; (ii) be of the kind and quality described in, and shall conform with, the Specifications and Quality Standards specified in this Purchase Order; (iii) be fit for the purpose intended; (iv) perform in the manner specified; (v) be free and clear of all liens, claims and encumbrances by the delivery date; and (vi) comply with all other requirements of this Purchase Order and with all applicable laws. (C) Vendor represents and warrants that the Goods and/or Services, including any Work, do not infringe upon or constitute an unauthorized use of any Intellectual Property Right (as defined in Section 14). (D) Vendor shall correct any non-conformance with the foregoing representations or warranties at its sole expense, as directed by Buyer, by promptly: (i) repairing, replacing or re-performing the non-conforming Goods and/or Services (and correcting any manuals, drawings or instructions affected); (ii) furnishing Buyer with all materials, parts and instructions necessary to correct the non-conformity; or (iii) refunding to Buyer any portion of the purchase price paid by Buyer under this Purchase Order and canceling any further portions due in respect of non-conforming Goods and/or Services. The representations and warranties applicable to any corrected Goods and/or Services shall be the same as the representations and warranties provided for in this Section. (E) Vendor represents, warrants and covenants that it is currently under no obligation to any third party, and it will not enter into any obligation to a third party, that could interfere with the performance of its obligations under this Purchase Order. Vendor shall take appropriate action by instruction, agreement or otherwise with its employees, permitted subcontractors and agents to notify them of and bind them to comply with Vendor's obligations hereunder, including in particular under Sections 13 and 14.

8. SUBCONTRACTORS. Vendor shall not subcontract, delegate or assign its obligations under this Purchase Order without Buyer's prior written consent. If Vendor proposes to subcontract any of its scope of work hereunder, it shall submit to Buyer the name of each proposed subcontractor and a description of the corresponding proposed scope of work. Buyer shall have the right to reject any subcontractor, or revoke its prior approval of a permitted subcontractor, which it considers unable or unsuitable to satisfactorily perform the work involved. Vendor shall include in its subcontracts, as flow-down provisions, provisions substantially similar to this Section and those other provisions of this Purchase Order relating to personnel requirements, confidentiality and representations and warranties. Vendor shall require all permitted subcontractors to carry insurance at levels customary and appropriate for the types and volumes of Goods and/or Services being provided by such subcontractors. Vendor shall remain responsible for obligations, services and functions performed by permitted subcontractors to the same extent as if these obligations, services and functions were performed by Vendor employees. Vendor shall be Buyer's sole point of contact. Vendor shall promptly pay for all services, materials, equipment and labor used by Vendor in providing the Goods and/or Services, and Vendor shall keep Buyer's premises free of all encumbrances. Vendor shall not enter into any cost-reimbursable contract with any proposed subcontractor without Buyer's prior written authorization. All cost-reimbursable subcontracts shall ensure that Buyer will have the right to inspect subcontractor's facilities to ensure the progress of the work hereunder and to audit subcontractor's records and books of account to ensure the applicability, validity and reasonableness of such costs, if such a subcontract is authorized by Buyer.

9. PRICE. The prices set forth on this Purchase Order are not subject to increase. If no price is set forth, the prices shall be that last quoted or billed by Vendor to Buyer or the prevailing market price, whichever is lower. The prices stated include boxing, packaging, crating or insurance, and transportation F.O.B. Buyer's plant, unless otherwise noted on the face of this Purchase Order. Such notations shall be initialized by the parties' respective authorized representatives. If Vendor's quoted price for the Goods and/or Services is reduced (whether in the form of price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) at any time, Vendor agrees that the price to Buyer for such Goods and/or Services will be reduced accordingly. If at any time during the term hereof, a third party vendor offers Buyer a lower price for Goods and/or Services of like quality on the then undelivered portion hereof, and Buyer fully informs Vendor of such lower price, then Vendor shall meet such lower price or Buyer may purchase such Goods and/or Services from such third party vendor while such lower price continues in effect without liability therefor hereunder, and the quantities and delivery schedules hereunder shall be adjusted accordingly. Except for taxes as provided below, Buyer will not be responsible for any charge not shown on the face of this Purchase Order, including, without limitation, charges for boxing, packaging, crating or insurance, and transportation F.O.B. Buyer's plant without Buyer's prior written consent to such charges in advance. Except as otherwise provided, the prices stated do not include sales, use, excise, or similar taxes applicable to the sale of Goods and/or Services. All such taxes shall be shown separately on Vendor's invoice. Vendor shall pay all taxes on labor, equipment, materials and personal property used or purchased for use in connection with the provision of the Goods and/or Services.

10. INVOICING AND PAYMENT. Vendor's invoice together with any applicable original bills of lading or express receipts, properly signed by the carrier, shall be mailed on the day of shipment to Buyer. Vendor shall render separate invoices for each shipment made under this Purchase Order. Buyer will make no payment prior to receipt of the applicable Goods and/or Services and a current invoice therefor. Unless otherwise expressly agreed to in writing by the parties, in no event shall Buyer be required to make payment earlier than ninety (90) days after its receipt of Vendor's invoice. Buyer may withhold payment of any amounts that Buyer disputes in good faith. Buyer may set off any amount owing from Buyer to Vendor against any amount payable by Buyer. If a cash discount is applicable, the discount period will date from Buyer's receipt of the ordered Goods and/or Services or from the date of the invoice, whichever is later. Buyer reserves the right to refuse any shipments sent C.O.D. and to dishonor any draft, and all Goods and/or Services attendant therewith are at Vendor's risk. Any discount taken by Buyer will be taken on the full amount of the invoice.

11. CHANGES. By written change order, Buyer may at any time unilaterally: (i) modify or suspend the provision of Goods and/or Services in whole or in part for a stated time period; (ii) make changes in the drawings, Specifications, Quality Standards and designs specified in this Purchase Order; and (iii) make changes in packing methods, testing, destination and delivery schedules; provided, however, that any acceleration in delivery schedules shall require Vendor's advance consent. If any such modification, suspension or other change causes an increase or decrease in the cost of, or the time required for providing the Goods and/or Services, then Vendor shall immediately notify Buyer of such impacts and upon the parties' mutual agreement, an equitable adjustment shall be made in the Purchase Order price, delivery schedule, or other terms hereof pursuant to a written amendment. Buyer's engineering, technical, and other personnel may, on occasion, render assistance, exchange information, or give advice to Vendor's personnel concerning the Goods and/or Services furnished hereunder. Such assistance, exchange or advice however, shall not constitute either a change under this Section or a waiver of Vendor's existing obligations.

12. TERMINATION. (A) Buyer may cancel or terminate this Purchase Order, in whole or in part, at any time as expressly specified in this Purchase Order, or for any reason whatsoever, by written or telegraphic notice. Upon Vendor's receipt of Buyer's notice of cancellation or termination of this Purchase Order, Vendor will, as to the extent directed by Buyer, stop work under this Purchase Order and take any necessary action relating to property in Vendor's possession in which Buyer has or may acquire an interest. Buyer shall have the right to demand that Vendor deliver to Buyer any Buyer-designated Goods and/or Services and any parts, materials, or Work in process and Buyer will pay Vendor the fair value of any such items so requested and delivered. If Buyer cancels or terminates this Purchase Order in whole or in part for Buyer's convenience, Buyer's only liability for so canceling or terminating is to reimburse Vendor for all direct costs incurred by Vendor as to the balance of this Purchase Order prior to receiving the cancellation or termination notice, less the greater of either amounts received by Vendor on resale of



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such Goods and/or Services or Work in process or the reasonable value of such Goods and/or Services or Work in process. Such payment by Buyer, if any, will be in full satisfaction of all claims which Vendor may have against Buyer under this Purchase Order or for such cancellation or termination. In no event shall Buyer be liable for cancellation charges, if any, in excess of the contract price, or unabsorbed shop overhead or anticipatory profit. (B) Buyer may terminate this Purchase Order, in whole or in part, at any time by written notice if: (i) Vendor breaches this Purchase Order; (ii) reasonable grounds for insecurity arise with respect to Vendor's performance and Vendor fails to furnish adequate assurances within ten (10) days after written demand by Buyer for such assurance; or (iii) Vendor becomes insolvent or makes an assignment for the benefit of creditors, commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings. In the event of any such termination, Buyer may procure from any third party, upon such terms as Buyer may deem appropriate, work similar to the Goods and/or Services and Vendor shall be liable to Buyer for any excess costs for such similar work by agreeing to pay Buyer and/or assign rights to Buyer in accordance with clause (A) above.

13. CONFIDENTIALITY. #Confidential Information# shall mean all business, technical and other proprietary information belonging to Buyer, and any Buyer information not generally known by actual or potential competitors of Buyer or by the public generally, whether disclosed to Vendor directly or indirectly, in writing, orally, by drawings or inspection of documents or other tangible property, or in any other manner or form, tangible or intangible. Confidential Information includes, but is not limited to, Specifications, this Purchase Order, information belonging to others who have entrusted such information to Buyer, information that would not have been known to competitors of Buyer or the public generally if Vendor had not breached its obligations of confidentiality under this Section, all Inventions and Intellectual Property Rights (as both are defined in Section 14) and all reproductions and copies of the foregoing. Vendor agrees, as a condition of receiving Confidential Information, that Vendor shall not use or disclose, except as necessary to perform this Purchase Order, any Confidential Information to any other person or entity at any time, and shall not use Buyer's name in any of Vendor's customer lists or advertising, in each case without prior written consent of Buyer. Notwithstanding the foregoing, Vendor may disclose Confidential Information: (a) to Vendor's employees, permitted subcontractors and agents having a need to know such information to process this Purchase Order or to improve the Goods and/or Services; or (b) to comply with applicable laws, regulations or court orders.

14. OWNERSHIP. (A) Title to Goods and/or Services shall be deemed transferred to Buyer as payments are made, and in the same proportion as the cumulative payments bear to the purchase price. All material, including tooling, raw materials or components, furnished to Vendor or specifically paid for by Buyer (collectively, "Buyer Material"), shall be the property of Buyer and subject to removal at Buyer's discretion in the same condition as originally received by Vendor, subject to reasonable wear and tear, at no additional cost to Buyer. Buyer Material shall be used by Vendor only in fulfilling Purchase Orders. Vendor shall keep Buyer Material separate from Vendor's materials and clearly identify it as Buyer property, unless waived in writing by Buyer. Buyer Material while in Vendor's custody or control shall be held at Vendor's risk and shall be kept insured by Vendor at Vendor's expense in an amount equal to the replacement cost, with loss payable to Buyer. (B) Vendor shall promptly make full written disclosure to Buyer, shall hold in trust for the sole right and benefit of Buyer, and hereby assigns, transfers and conveys to Buyer or its designee, all of Vendor's world-wide right, title and interest in and to any and all inventions, works of authorship and information, including software, data, drawings, Specifications, photographs and sketches, relating to Goods and/or Services, whether or not patentable or registrable under patent, copyright or similar laws, which Vendor (through its employees) may solely or jointly conceive, develop or reduce to practice, or cause to be conceived, developed or reduced to practice, in the performance of the Goods and/or Services or which result, to any extent, from use of Buyer's property or Buyer Materials, including Confidential Information (collectively, the "Inventions"), including any and all moral rights and intellectual property rights inherent therein and appurtenant thereto, including, but not limited to, all patent rights, copyrights, trademarks, know-how and trade secrets (collectively, "Intellectual Property Rights"). Vendor further acknowledges and agrees that all original works of authorship that are made by Vendor in its performance hereunder and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. Upon the request and at the expense of Buyer, Vendor shall execute and deliver to Buyer any and all documents and instruments, and do such other acts, that may be necessary or desirable to evidence the foregoing assignment and transfer and otherwise to vest in Buyer possession and control of all Inventions and Intellectual Property Rights.

15. INDEMNITIES. Vendor agrees to indemnify and hold harmless Buyer, Buyer's successors, assigns, agents, customers, subsidiaries and affiliates, and all their respective agents and employees, from and against all losses, claims, liabilities, damages, costs and expenses of any nature (including counsel fees) in connection with the following: (a) defects, omissions, or negligence in the manufacture of Goods or furnishing of Services hereunder; (b) Vendor's breach of its obligations under the last sentence of Section 6; (c) Vendor's negligence or other act or omission of Vendor, its officers, employees, agents or subcontractors in its performance hereunder; (d) Vendor's breach of its confidentiality obligations hereunder; (e) Vendor's actual or alleged noncompliance with applicable laws, regulations, rules and ordinances; (f) claims (threatened, alleged or actual) made by any Vendor subcontractor for compensation, damages or otherwise; (g) any actual or alleged infringement or misappropriation of any Intellectual Property Right with respect to the Goods and/or Services or their respective use in Buyer's products or manufacturing operations, and other resources provided by Vendor; and (h) damage to property of any nature or bodily and personal injuries to persons caused or contributed to by Vendor or anyone acting under its direction or control or in its behalf in the course of its performance hereunder. Buyer shall notify Vendor promptly of any such claim or suit. Buyer reserves the right to conduct its own defense in any such claim or suit and to compromise or settle its own liability at any time upon releasing Vendor from its obligations under this Section.

16. INSURANCE. Vendor shall carry, and shall furnish to Buyer, upon request, insurance carriers' certificates reasonably satisfactory to Buyer that Vendor has, as applicable, adequate professional liability, fidelity, worker's compensation, employer's liability, umbrella, automobile liability and property damage insurance coverages. All such certificates shall specify that, in the event of a cancellation, at least fifteen (15) days' prior written notice thereof shall be given to Buyer. The purchase of such insurance shall not satisfy, modify or limit Vendor's obligations or liability hereunder.

17. LIMITATION OF LIABILITY. Under no circumstances will Buyer be liable for consequential, indirect, special, punitive or incidental damages or lost profits, whether foreseeable or unforeseeable, based on claims of Vendor or any other party arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, failure of any remedy to achieve its essential purpose or otherwise. Notwithstanding the form (e.g., contract, tort or otherwise) in which any legal or equitable action may be brought, in no event shall Buyer be liable for damages or losses that exceed, in the aggregate, the greater of: (a) the amount paid by Buyer to Vendor for Goods and/or Services giving rise to such damages or losses for each respective breach or series of related breaches; or (b) \$1,000. This Section will not apply only when and to the extent that applicable law specifically requires liability despite the foregoing disclaimer, exclusion and limitation.

18. COMPLIANCE WITH LAWS; PERMITS. (A) Vendor agrees that the performance of any Services pursuant to this Purchase Order and/or the manufacture, sale or delivery of Goods hereunder are and shall be subject to and in compliance with all applicable Federal, state and local laws, rules, regulations, and executive orders, including, but not limited to, the Fair Labor Standards Act, the Occupational Safety and Health Act, the Federal Food, Drug and Cosmetic Act (including, but not limited to, Title III Subtitle A of The Public Health Security and Bioterrorism Preparedness and Response Act of 2002) and the Environmental Protection Act. (B) Vendor guarantees that no Good which is the subject of this Purchase Order is or will be at the time of delivery of shipment: (i) adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act to the extent that act is then effective and applicable thereto; or (ii) adulterated or misbranded within the meaning of any identical or substantially similar state or municipal law on the subject to the extent such law is then effective and applicable thereto. (C) This Purchase Order is subject to, and incorporates by reference, as applicable, the requirements of 41 CFR 60-1.4 and 29 CFR part 471, Appendix A to Subpart A. In addition, this purchase order is subject to the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which are incorporated herein by



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reference, as applicable. The latter two regulations prohibit discrimination against qualified individuals on the basis of protected veteran status and disability and require affirmative action to employ and advance in employment protected veterans and qualified individuals with disabilities. (D) Vendor has reviewed, understands and will comply with the guidelines set forth by the US Department of Homeland Security, US Customs and Border Protection for acceptance to the joint government-business security initiative Customs-Trade Partnership Against Terrorism (C-TPAT). C-TPAT guidelines may be found at: http://www.customs.gov/xp/cgov/import/commercial_enforcement/ctpat/criteria_importers/ctpat_importer_criteria.xml. Vendor will provide Buyer with information and documentation reasonably required by Buyer for Buyer to comply with C-TPAT acceptance guidelines. This information and documentation shall be provided by Vendor on behalf of Vendor, its subcontractors, partners, affiliates and third party suppliers, and shall include but not be limited to C-TPAT applications and certificates, security profiles, procedures, controls, operations, education and training. Vendor shall obtain any necessary federal, state and local licenses and permits required to provide the Goods and/or perform the Services.

19. COMMUNICATIONS. Vendor must direct all written communications respect of this Purchase Order to a Buyer purchasing representative ("Purchasing Representative"). Vendor shall use commercially reasonable efforts to: (a) keep Buyer advised of the status of Vendor's performance hereunder; (b) permit Buyer to review and observe, from time to time upon reasonable notice, the delivery or performance hereunder; (c) provide Buyer with such reports as are appropriate to the nature of Vendor's responsibilities hereunder and otherwise as may be reasonably requested by Buyer; and (d) keep, for work payable on a time and materials basis, reasonably detailed records of hours worked, costs of materials used and other relevant expenses incurred in fulfilling this Purchase Order, which records Buyer may examine from time to time upon reasonable notice.

20. ASSIGNMENT. Neither party may delegate or assign (by operation of law or otherwise) any duties or claims under this Purchase Order or any part thereof (including any contracts connected with this Purchase Order) without the prior consent of the other party, except that Buyer may assign this Purchase Order or any part thereof to a parent, subsidiary, affiliate or a company into which Buyer is merged or with which Buyer is consolidated. This Purchase Order shall inure to the benefit of and be binding upon Buyer and Vendor and their respective successors and permitted assigns.

21. NOTICE. All notices that either party is required or may serve upon the other party shall be in writing and may be served personally, or by depositing the same in the mail, first class postage prepaid, certified and return receipt requested, express mail, or via facsimile transmission addressed as shown on the face of this Purchase Order.

22. RELATIONSHIP OF PARTIES. Buyer and Vendor are independent parties and nothing contained in this Purchase Order shall be construed to place the parties in the relationship of employer and employee, partners, principal agent or joint ventures. Vendor shall not have the right or power to bind Buyer. Vendor shall pay and discharge all payroll taxes that may be assessable or payable for or on account of the wages of any person employed by Vendor, directly or indirectly, involved in the performance of this Purchase Order.

23. CONFLICTS OR INCONSISTENCIES. Vendor shall comply with the terms of this Purchase Order, including any related written agreement entered into by the parties and expressly referenced on the face of this Purchase Order. In the event of any conflict between the terms and conditions of this Purchase Order and any such referenced written agreement, the referenced written agreement shall control.

24. MISCELLANEOUS. The validity, interpretation and performance of this Purchase Order and any dispute connected herewith shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law rules. This Purchase Order (including any related written agreement expressly referenced herein) constitutes the entire agreement between the parties and a final expression of the terms and conditions of their agreement. Except as otherwise provided herein, no conditions, usage of trade, course of dealing or performance, understanding, change, amendment or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Purchase Order shall be binding unless hereafter made in writing and signed by the parties' respective authorized representatives. No remedy provided herein shall be deemed exclusive of any other remedy available at law or equity. This Purchase Order may be amended by an instrument in writing to be executed by the parties or by their successors or assignees. No failure by either party to insist on strict performance of any term, condition, or instruction, or to exercise any right or privilege included in this Purchase Order, and no waiver of any breach shall constitute waiver of any other or subsequent term, condition, instruction, breach, right or privilege. Buyer reserves the right to confirm and validate Vendor's compliance with the terms of this Purchase Order and any related written agreement expressly referenced herein through periodic audits of Vendor, including facilities, personnel, documents, systems, policies and procedures Vendor or its permitted subcontractor(s) uses in connection with this Purchase Order. If any term of this Purchase Order is found by a court of competent jurisdiction to be invalid, illegal or otherwise enforceable, the same shall not affect the other terms hereof but such term shall be deemed modified to render such term enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, all while preserving to the fullest permissible extent the parties' intent and agreements hereunder. Vendor shall not use, in advertising or publicity or in any way related to this Purchase Order, Buyer's name or any of its directors, officers, managers, employees, consultants or agents or any tradename, trademark, service mark, logo or symbol of Buyer, unless otherwise agreed to by the parties.

Vendor, for itself, its employees and permitted subcontractors and materialmen, hereby waives and relinquishes all right to file, have or maintain a mechanic's or similar claim or lien against any property of Buyer or any part thereof for or on account of the work or any Goods and/or Services furnished under this Purchase Order. Vendor shall not create or permit to be created or remain, any encumbrance levied on account of any mechanics' lien or claim, which may become an encumbrance upon any of the property of Buyer or any part thereof.

25. BUYER'S POLICIES. Vendor shall comply with all policies and procedures of Buyer as they relate to the Goods or Services to be provided under this Purchase Order and as communicated in writing to Vendor by Buyer. Without limiting the foregoing, Vendor represents and warrants that it has reviewed the contents of and shall comply with Buyer's (1) Supplier Code of Conduct, and (2) Buyer FCPA and Anti-Bribery policy; each as may be amended from time to time and provided in writing to vendor; or as available on Colgate-Palmolive Company web site at www.colgate.com