



VP Sales & Manufacturing L.P.

Domestic Standard Terms & Conditions of Purchase

1. Entire Agreement

These Terms & Conditions, together with any Purchase Order ("PO"), represent the full and final agreement between VP Sales & Manufacturing L.P. ("Buyer") and the supplier ("Seller"). No other terms—oral, implied, or written—apply unless agreed to in writing by Buyer. Any conflicting terms in Seller's quotes, confirmations, or invoices are rejected.

2. Changes

Buyer may modify or suspend a PO at any time by written notice. Seller must obtain Buyer's written approval before making substitutions or specification changes. No extra charges, including for changes, packaging, or handling, will be allowed unless approved in writing.

3. Price and Payment

Prices stated in the PO are firm and include all costs, duties, and fees except applicable sales or use taxes. Payment will be made within sixty (60) days of Buyer's receipt of a correct invoice. Buyer may offset any amount owed by Seller against payments due.

4. Delivery and Title

Time is critical. Seller must deliver as specified in the PO. Title and risk of loss pass to Buyer only upon delivery and acceptance at Buyer's designated site. Buyer may reject or return nonconforming goods at Seller's expense.

5. Warranty

Seller warrants all goods and services for five (5) years from delivery to be new, free of defects, merchantable, and fit for Buyer's intended use. Seller must repair, replace, or refund defective goods at Buyer's option and cover all related costs.

6. Insurance

Seller shall maintain, at its expense, at least the following insurance for the duration of the order and five (5) years thereafter: (a) Workers' Compensation as required by law; (b) Commercial General Liability of \$2,000,000 per occurrence; (c) Auto Liability of \$2,000,000 per accident; (d) Professional Liability of \$5,000,000 where applicable; (e) Property insurance of \$1,000,000; and



(f) Umbrella/Excess Liability of \$10,000,000. Buyer shall be named as an additional insured on all applicable policies.

7. Indemnification

Seller shall fully defend, indemnify, and hold harmless Buyer, its affiliates, officers, employees, and customers from any and all claims, damages, losses, or expenses (including attorneys' fees) arising out of or related to Seller's performance, products, negligence, or breach of this agreement.

8. Cancellation

Buyer may cancel a PO, in whole or part, at any time without liability prior to shipment, and with reasonable cancellation costs thereafter shipment as determined by Buyer. Seller shall refund all prepaid amounts within thirty (30) days of cancellation.

9. Compliance and Conduct

Seller shall comply with all applicable laws, regulations, and ethical standards, including but not limited to anti-corruption, labor, and environmental laws. Seller shall not offer or accept any gifts, payments, or favors in relation to this order.

10. Confidentiality

All nonpublic information received from Buyer is confidential and may only be used to fulfill the PO. Upon request or termination, Seller shall return or destroy all confidential information.

11. Limitation of Liability

Buyer's total liability for any claim arising under this order shall not exceed the price paid for the affected goods or services. Buyer shall not be liable for any consequential, indirect, or special damages.

12. Governing Law and Venue

This agreement shall be governed by and construed under the laws of the State of Texas. Venue for all disputes shall be in Jim Wells County, Texas. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

13. Assignment and Subcontracting

Seller may not assign or subcontract any rights or obligations without Buyer's prior written consent. Buyer may freely assign this agreement.



14. Severability

If any provision of these terms is found invalid, the remainder shall remain enforceable to the fullest extent permitted by law.

15. Entire Understanding

These Terms & Conditions represent the entire understanding between Buyer and Seller and may be amended only in writing signed by both parties.