1. GENERAL SCOPE OF AGREEMENT
   A. Supplier hereby agrees to manufacture, sell and deliver to CRC Industries, Inc. (the "Company") quantities of the products (the "Products") described in any purchase order issued to Supplier by the Company ("Purchase Order").
   B. These terms and conditions (this "Agreement") shall apply to any Purchase Order, which shall constitute a separate and distinct contract between the parties. The terms and conditions of this Agreement shall be deemed incorporated in each such Purchase Order and shall take precedence over any contrary or inconsistent terms and conditions appearing or referred to in any such Purchase Order, unless the Purchase Order specifically states to the contrary. NO CONTRARY, INCONSISTENT OR ADDITIONAL TERMS IN ANY ACKNOWLEDGMENT OR OTHER DOCUMENT ISSUED BY EITHER PARTY SHALL BECOME PART OF ANY PURCHASE ORDER OR THIS AGREEMENT UNLESS EXPRESSLY ACCEPTED IN WRITING BY THE OTHER PARTY.

2. TIME IS OF THE ESSENCE; INSPECTION; PAYMENT
   A. Supplier shall cause the Products to be delivered at the time specified on the applicable Purchase Order or release. TIME IS OF THE ESSENCE OF EACH PURCHASE ORDER. IF A TENDER OF CONFORMING PRODUCTS IS NOT MADE BY THE SCHEDULED DELIVERY DATE, COMPANY SHALL HAVE NO OBLIGATION TO ACCEPT AND SUPPLIER SHALL HAVE NO RIGHT TO MAKE A LATER CONFORMING TENDER. IF DELIVERY OF PRODUCTS IS NOT COMPLETED BY THE TIME PROMISED, COMPANY RESERVES THE RIGHT, WITHOUT LIABILITY AND IN ADDITION TO ITS OTHER RIGHTS AND REMEDIES, TO TREAT THE SAME AS A BREACH OF THIS AGREEMENT.
   B. All Products are subject to inspection by the Company notwithstanding prior payment. If inspection or use of the Products discloses that the Products are not in accordance with the specifications and/or warranties contained herein or in a Purchase Order, the Company shall in addition to any other rights it may have in law or equity, have the right to reject and/or revoke acceptance, and return any Products for full credit or cash refund, at its option, and shall have the right to cancel any remaining unshipped portion of the applicable Purchase Order without obligation. The foregoing shall apply to whenever inspection may reasonably be made. Products rejected as nonconforming shall be returned at Supplier's expense, including transportation and handling. Supplier shall provide to the Company all documentation reasonably requested by the Company in order to determine whether any delivery complies fully with the respective Purchase Order.
   C. The Company shall pay for Products accepted by it within 60 (sixty) days of receipt by the Company of the invoice or the Products, unless in dispute.

3. COMMUNICATIONS
   Supplier shall immediately inform the Company of any occurrence that may create uncertainty as to Supplier's ability to comply fully with any aspect of any Purchase Order.

4. OWNERSHIP
   Company shall own all right, title and interest in, and Supplier shall not acquire any right, title or interest in any of the trademarks, service marks or copyrights belonging to Company.

5. PUBLICITY
   Supplier shall not disclose the existence of this Agreement without the prior written permission of the Company, except where required to do so by order of law or in a proceeding.

6. DOCUMENTATION; INSPECTION AND AUDITING
   A. Supplier will maintain all books, records and other documents relating to the performance of this Agreement or required to be kept by law or permit for a period of three years or the amount of time legally required, whichever is longer.
   B. The Company shall have the right to send its representatives to audit, inspect and observe the manufacture, processing, storage, transportation and disposition of materials, and any documents, books and records relating thereto, at a reasonably appropriate time during normal business hours. Company representatives shall have no responsibility for or right to supervise Supplier employees performing this Agreement. The Company shall have the right to conduct inventory audits, as well as any other types of audits reasonably required for its internal control or to ensure compliance with legal or other requirements relating to this Agreement.

7. WARRANTIES; REMEDIES; EXCLUSIVITY; RIGHT OF FIRST REFUSAL
   A. Supplier warrants that the Products delivered hereunder will be merchantable, free from defects in design, material and workmanship, suitable for the use intended; and will conform to applicable specifications, drawings, samples and descriptions. Supplier further warrants that it has good and marketable title to such Products and that they are free from any claim, encumbrance, security interest or lien and that products supplied have not been previously rejected or condemned by another purchaser or regulatory authority. All warranties in this Agreement shall run to the Company, its successors, assigns and customers, and users of the Products or the product in which the Products may be incorporated and shall be construed as conditions for which rejection or revocation of acceptance may be made by the Company as well as warranties. All warranties shall survive any inspection, delivery, acceptance, approval, test or payment by the Company.
   B. Supplier warrants that the Products purchased hereunder and their use by the Company do not infringe upon or violate any patent, copyright, trademark, trade name or without limitation, any rights of third parties.
   C. For any claim for non-conforming Products presented to Supplier, the Company shall have the option in its sole discretion, in addition to all other remedies available at law or equity, to require Supplier to replace the defective Products or refund or credit the purchase price.
   D. The parties agree that money damages would not be a sufficient remedy for any breach of this Agreement by Supplier, and that in addition to all other remedies, the Company shall be entitled to specific performance and to injunctive or other equitable relief as a remedy for any such breach. Supplier agrees not to oppose the granting of such relief, and to waive, and to use its best efforts to cause others to waive, any requirement for the securing or posting of any bond in connection with such remedy.

8. INDEMNIFICATION
   Supplier will defend, hold harmless and indemnify Company from and against any claims, losses, obligations, injuries, damages, fines, suits, costs and expenses (including reasonable attorneys' fees) caused by: (i) Supplier's breach of any warranties or obligations under this Agreement; (ii) the negligence or willful misconduct of Supplier, its employees or agents related to this Agreement; (iii) Supplier's non-compliance with applicable laws, ordinances, or governmental regulations; (iv) any claims of actual or alleged infringement of any third party's rights; or (v) any personal injury or property damage caused by the Products. Supplier's obligations under this Section shall survive and continue after the termination of this Agreement.

9. INSURANCE
   A. In view of the indemnification obligations contained in Section 8 hereof, Supplier agrees to maintain during the performance of this
if to Supplier, at:

[________________________]

if to the Company, at:  CRC Industries, Inc.

[________________________]  885 Louis Drive

[________________________]  Warminster, PA 18974

Attention:  ______________________