



Thomas Industrial Network; 5 Penn Plaza; New York, NY 10001

## Service Contract

Purchase Order #

Contractor : Nancy O'Brien

Company Information:	Contact Information:
<b>Fairlane Division VRTX, Inc.</b> <b>254 Fifth Avenue - 3rd Floor,</b> <b>New York, New York, 10001</b>	<b>Name:</b> Claude Simon <b>Phone:</b> 3364494321 <b>Fax:</b> (not available) <b>Email:</b> <a href="mailto:csimon@fairlane.biz">csimon@fairlane.biz</a>

### ThomasNet.Com Solutions

Ranking Points: National		
Product Categories	Ranking Points	Service Period
Fabrics (27220532)	2	Nov 2012 - Oct 2013
Fabrics: Filter (27261205)	2	Nov 2012 - Oct 2013
Fabrics: Industrial (27270800)	1	Nov 2012 - Oct 2013
Fabrics: Knit (27290303)	1	Nov 2012 - Oct 2013
Fabrics: Medical (27290907)	2	Nov 2012 - Oct 2013
Fabrics: Synthetic (27303205)	1	Nov 2012 - Oct 2013
Fabrics: Warp Knit (27311554)	2	Nov 2012 - Oct 2013
Textiles (84881002)	2	Nov 2012 - Oct 2013

\* Indicates number of Ranking Points including additional point for Preview Ad where Preview Ads are applicable.  
Company Profile Preview ads do not include an additional Ranking Point.

<b>Total ThomasNet Investment</b>	
<b>Solution(s)</b>	<b>Investment</b>
ThomasNet.com Solutions	\$3,510.00
<b>Subtotal</b>	<b>\$3,510.00</b>
<b>Total Marketing Program</b>	<b>\$3,510.00</b>

**Authorization:**

The undersigned (the "Client") hereby assumes all liability for client provided content. Publisher reserves the right to reject material considered to be unsuitable for Thomas Information Products. It is agreed that all applicable specifications, conditions, terms and other agreements written and printed on this and subsequent pages of this order are part of the order and anything not so appearing does not apply. Orders shall be deemed accepted in New York only when confirmed in writing by Publisher or upon publication of the Thomas Information Products in electronic format with Client's program material included. Cancellations will not be accepted after the closing deadline. For further information regarding Publisher's cancellation policy see the attached Terms and Conditions.

The undersigned has received, read and understood the (4) pages of this order.

Fairlane Division VRTX, Inc.



8-22-12

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Authorized Signature/Title

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Date

## TERMS AND CONDITIONS

### CONTRACT AND COPY REGULATIONS:

IT IS AGREED THAT ALL CONDITIONS, TERMS AND OTHER AGREEMENTS PRINTED IN THIS ORDER ARE PART OF THE ORDER AND ANYTHING NOT SO APPEARING DOES NOT APPLY [EXCEPT TO THE EXTENT EXPLICITLY REFERRED TO HEREIN].

### PROGRAM DESCRIPTION:

(Applies only to those items purchased as part of this order)

Marketing Programs on Thomas Websites: Client's program will run for the service period of 12 months (Program Year) as defined by this order.

### ThomasNet Programs:

Ranking Points: Ranking points automatically determine company order of appearance when a "Directory Product Search" is conducted on ThomasNet.com. State & National Ranking Points: Purchased State & National ranking points will take effect on ThomasNet.com based on the Program Year defined by this order. Final order of appearance is determined each quarter after all Thomas orders have been processed; therefore, priority of placement cannot be guaranteed.

Listings: A maximum of three listings under a Products and Services category, subject to editorial discretion, is available for every \$150 of advertising ordered. Up to 75 words of descriptive information under each listing is permitted, subject to editorial discretion and limited to descriptive text further describing the product or service.

Preview Ads: Thomas Preview Ads are graphic images (jpg. or gif. images) hosted on ThomasNet.com and are displayed at the Client's listing(s).

Links: Publisher's editors will create links from Client's listings at Thomas product categories to a Client's website, where appropriate content appears.

State Ranking Extension to State Markets: Ranking Points, Preview Ads, and Links are replicated into additional State Markets.

Quarterly Upload: A Client's program on www.ThomasNet.com can be modified quarterly during its program year. Clients will be able to reallocate their investment and adjust their program as follows: (a) Clients can move Ranking Points, and/or Preview Ads from one heading to another or between state and national; (b) Clients can add to their Ranking Points, and/or Preview Ads at existing program locations or at new locations. Clients cannot reduce their program subject to the terms in the Cancellation clause. These changes will take effect with the Quarterly Uploads in February, May, August, and November.

## GENERAL CONDITIONS:

**Client Liability for Content:** Client and its agents assume all liability for the content of all information, data, and other materials furnished to Publisher by Client and its agents in connection with this order which includes materials submitted or authorized by client through the Client Center application ("Client Materials"), and warrant and represent that: (i) the Client Materials, including but not limited to graphic materials and/or third party owned components contained therein, do not infringe or breach any patent, copyright, trademark, proprietary or contractual right, or any other claim of any other person; and (ii) the use of any third party trademark or copyrighted material included in the Client Materials is duly authorized under a license from the trademark or copyright owner, if such a license is required. Upon written request, Client will provide Publisher with reasonable documentation of Client's right to use any intellectual property to be included in Thomas Informational Product(s) or any website linked thereto.

**Indemnification:** Client hereby indemnifies and agrees to save harmless Publisher and each of its affiliates, directors, stockholders, officers, employees, agents, successors and assigns (each an "Indemnitee" and collectively, the "Indemnitees") from and against any and all claims, liabilities, damages, losses, costs and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and expenses of investigating or defending against any claims or alleged claims, and reasonable attorneys' fees and costs) of any nature whatsoever, liquidated or unliquidated (collectively, "Losses" and, individually, a "Loss"), that are incurred by any Indemnitee and arise out of or in connection with (i) the breach of any representation, warranty or covenant of Client hereunder, (ii) any Client Materials, (iii) any action taken by Client in connection herewith, or (iv) the unlawful or improper interception or use (by a third party or the Client or its agents) of any data provided or maintained in connection with the Client's use of Thomas Informational Products, except to the extent any such Loss shall arise from the willful misconduct or gross negligence of the Indemnitee.

**Permitted Publisher Actions:** For preview ad programs, in the event the Client does not provide appropriate material in time for publication, Publisher may, in its discretion, but shall not be obligated to, use the Client's name and address and appropriate product information to complete the program ordered. Client agrees that Publisher shall have no liability for any errors or omissions with respect to such use.

Publisher shall have no obligation to revise or update the Client's Thomas program during the term of this Agreement for any reason, including, without limitation, changes in Client's product line or catalog information; provided that Client and Publisher may agree in writing that Publisher may make specific updates to the Client's Thomas program at prices to be negotiated. Unless Client and Publisher expressly agree otherwise in writing, any such update shall be governed by and subject to these Terms and Conditions.

**Limitation of Liability:** Publisher shall not be liable for any errors or omissions with respect to listings and links (including the failure to publish same), and they shall not be considered as a basis for reduction of the amount of this contract. Once Client's program has been published on Thomas Website(s), any errors caused by Publisher will be corrected at no charge. Such correction shall be Client's sole remedy for any errors or omissions by Publisher arising out of or in connection with this order.

Except as specifically provided above, Publisher shall not be liable to Client for any damages, losses, costs or expenses arising out of (i) unauthorized access to or alteration of Client data, any material or data sent or received or not sent or received, or any transaction entered through E-Business, (ii) any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights, (iii) the availability, use, reliance on, inability to utilize or improper use of Thomas Website(s) Services or Thomas Informational Products, (iv) any breach by Publisher of its obligations hereunder, (v) any other action or failure to act by Publisher, whether or not such action is contemplated hereunder, or (vi) the matters contemplated by this order, except for such damages, losses, costs or expenses arising out of the willful misconduct or gross negligence of Publisher. Thomas Industrial Network, Inc. will not be responsible for any delays or system downtime caused by strike, lockout, riot or civil disorder, terrorist act, epidemic, war or other military action, government regulation, fire, communication line failure, act of God, or other cause beyond its control.

Notwithstanding anything to the contrary contained herein, Client agrees that the Publisher's entire liability hereunder shall in all cases be limited to the amount Client paid Publisher hereunder. In no event shall the Publisher be liable to Client for any indirect, special, punitive, incidental or consequential damages, even if Publisher shall have been advised of the possibility of such damages or is negligent, and regardless of the form of action, whether in contract, tort, or otherwise.

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**License:** Client authorizes and licenses Publisher to use all Client Materials in the appropriate Thomas Informational Products and to make the Client Materials available to subscribers and other third parties. Publisher reserves the right to display Client materials on other Internet Sites as deemed suitable for the content thereof.

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Materials to third parties retained by Publisher, and use or treat the Client Materials in such other manner as may be necessary for the purpose of including and using the Client Materials in Thomas Informational Products.

Proprietary Rights: Client acknowledges that all copyrights, patents, trade secrets and other intellectual property embodied in the Thomas Informational Products (regardless of media), other than factual content provided by the Client, shall belong exclusively to Publisher. Client shall not copy, de-compile, reverse engineer, sublicense or distribute any of the Thomas Informational Products without the prior written consent of Publisher.

**PAYMENT TERMS:**

Payments: Payment for each Thomas invoice shall be due within 30 days of the date of the invoice. All orders are stated in and payable in United States dollars. A service charge of 1 1/2% per month will be added to each balance unpaid 60 days past due. If outside agencies are used to collect such balance, their reasonable collection fees (including legal expenses) will be charged and added to the balance collectible. If a legal action is brought to collect such balance, Client will not make any claim against the Publisher as a counterclaim or set-off in the action, and hereby waive the right to make same. If any such counterclaim or set-off is asserted in such action, reasonable legal expenses incurred in defending Publisher against it shall be charged and added to the balance collectible.

Credit Card Payments: Client is responsible for keeping Client's credit card information up to date. Publisher reserves the right to suspend Client's account and participation in any Thomas Informational Product if for any reason Publisher is not able to process payment through the credit card Client provided.

Billing Payment Plans:

Each Product associated with this order will be billed no less than 30-45 days prior to the service commencement date associated with each product. Additions to products will be billed upon the service commencement date for the newly purchased items.

Each product associated with this order will be billed on or before the service commencement date. The invoice will offer, in addition to full payment within 30 days, an option to pay monthly in accordance with a schedule of payments listed on the invoice. Failure to make the monthly payments when due will cause the unpaid balance of the invoice to be due 30 days from the original invoice date.

Discounts: The Volume Discount is earned based on the total ThomasNet program billing on this order. Volume discount applies to all customers spending a minimum gross annual amount of \$8,000. The discount starts at 5% and incrementally increases 0.5% per additional \$1,000 up to a maximum of 20%.

**OTHER TERMS:**

Order Acceptance: Orders shall be deemed accepted in New York only if and when confirmed in writing by the Publisher or upon publication of Thomas Informational Product(s) in electronic format with Client's program material included.

Closing Deadlines: The deadlines are 45 days prior to the commencement of the earliest service period appearing on the order. Publisher shall have no obligation to include any of Client Materials received after Publisher's deadlines for Thomas Informational Products. Client's failure to submit input materials by the deadline, however, will not be deemed grounds for reduction, discount, or cancellation of any order contracted for hereunder.

Cancellation: All cancellation requests must be in writing and sent to the Publisher at the address shown on this order by registered mail or any other method of delivery that requires a signature by the recipient. Client may cancel without charge 10 days from the date the original order is signed. All cancellations received after the initial 10 days and prior to the relevant closing deadline are subject to a 50% charge in consideration for the preliminary expense of processing the order. Cancellations will not be accepted after the relevant closing deadline.

Material Requirements: All Client Materials received from the Client and its agents must comply with Publisher's specifications which can be provided by your Thomas representative.

Termination: Publisher may terminate this order at any time effective immediately upon written notice to Client in the event that Client fails to pay any fees, charges, or expenses when due or Publisher determines that Client has materially breached any covenant, representation, or warranty of this Agreement.