

TERMS AND CONDITIONS

Purchase Orders are subject to the terms and conditions as herein noted which become binding upon acceptance by Seller's written acknowledgement or by Seller commencing performance of a purchase order. Make no changes in prices, terms, quantity, delivery or other terms or conditions without written consent of Buyer. Any such changes made by other than Buyer are an expression of opinion only, and in no way obligate the Buyer. All purchase orders issued to Seller are to be held in confidence and no disclosure of said dealings shall be made to anyone outside of Seller's immediate organization without Buyer's express written permission.

1. **ACCEPTANCE:** United States vendors certify where applicable that they are an Equal Opportunity Employer and that their facilities are non-segregated. It is further understood that material mentioned herein has not been produced and will not be produced in violation of any provisions of the "Fair Labor Standards Act of 1938" as amended.
2. **PACKING:** It shall be the Seller's responsibility to package the goods in a manner which will protect them against damage en route. No additional charge is allowed for packing unless authorized by an order.
3. **SHIPPING SCHEDULE:** If purchase order shows shipping date "on or before" shipment should be effected at the earliest possible date but no later than the date shown as a condition of the purchase order. If delivery date is shown as "on", delivery prior to that date is not desired and may be refused. If delivery is effected prior to specified date, invoices will be held for processing and storage charge may be made to Seller.
4. **REJECTIONS:** All material rejected by Buyer's inspection will be returned to Seller at Seller's expense. Payment of Seller's invoices will not constitute final acceptance by Buyer in case of rejection. Seller shall, at Buyer's option, replace material without expense to Buyer or pay to Buyer the replacement cost of same. All charges incidental to such, including labor, reloading, trucking, etc. will be paid for by the Seller.
5. **GENERAL WARRANTY:** Seller expressly warrants that all materials furnished under this order will be free from defects in material and workmanship and will conform to applicable specifications, drawings, samples, or other descriptions given and that articles made of Seller's design will also be free from defects in design. This express warranty will remain in effect as to every material furnished or service performed hereunder for a period of six months after it is applied to a use for which it was intended. The aforesaid express warranty is but an addition to any standard warranty to service guarantee given to Buyer or Seller.
6. **DESIGN & INFORMATION:** It is understood that any article made according to a design specified by Buyer (not previously standard commercial design of Seller) will not be furnished by Seller to any other person, firm or corporation. It is recognized that Seller will have access to certain confidential information of Buyer and, therefore, Seller agrees not to divulge to anyone said confidential information of Buyer or use for its own benefit any such information including, but not limited to, drawings and other documentary information of a confidential nature.

7. REMEDIES: The remedies herein provided shall be cumulative and in addition to any other or further remedies provided in law or equity. No waiver or breach of any provision of this purchase order shall constitute a waiver of any other breach, or of such provision on any future occasion.
8. TOOLS: Title to and the right of immediate possession of all tooling on which a charge has been made to Buyer or which has been furnished by Buyer to Seller for use hereunder shall be and remain Buyer's property. No tools, patterns, drawings, etc. furnished by or charged to Buyer for use in the manufacture of articles ordered hereunder shall be used in production, manufacture or design of any other articles for any other purchaser or for the manufacture of production of larger quantities than those delivered to Buyer except with Buyer's express written consent.
9. DELINQUENCY: Delinquency in delivery or otherwise unsatisfactory service will be considered cause for cancellation and/or rejection at no expense to Buyer.
10. SUSPENSION: Buyer reserves the right to suspend shipments of the material covered by this order in the event of strikes, accidents, or other contingencies beyond Buyer's control.
11. PATENT PROTECTION: By accepting this order, Seller agrees to defend product and save harmless the Buyer and his customers and the users of its product against all suits at law or in equity and in lieu of damages, claims, and demands for actual or alleged infringements of United States or Canadian patents by reason of the use of the articles hereby ordered.
12. LIABILITY: This purchase order is subject to the agreement of the Seller that all persons engaged upon the work hereunder, or entering upon the grounds, plants, vehicles, vessels, or other properties of the Buyer for the purpose of delivering, installing, inspecting, repairing or estimating supplies, materials or work herein contracted for, shall be considered servants of the Seller and Seller shall hold the Buyer harmless from all liability resulting from any claim for accident to, or death of, any such persons, including for compensation under any applicable workmen's compensation act.

The Terms and Conditions of this purchase shall be interpreted, governed and enforced in accordance with the laws of the State of Ohio, USA. If any of the purchase order provisions or portions thereof is prohibited by law or by any court of competent jurisdiction, in any locality, its invalidity or unenforceability shall not affect the enforceability of any other purchase order provisions or portions thereof.