

## Terms and Conditions

1. There is no verbal understanding or agreement other than the terms and conditions stated in this Purchase Order.
2. **TRANSPORTATION AND PACKING.** Routing: All material must be forwarded in accordance with routing instructions as noted. Otherwise any difference in rate will be charged to your account. If deliveries are so far behind schedule that delivery by express is required, express charges will be paid by the seller. Unless otherwise specified on the face hereof, all charges for packing, crating, hauling, storage and transportation to point of delivery are included in the purchase price and will be paid by the seller. Special containers owned by the seller shall remain seller's property and will be returned to the seller at his expense.
3. **EXCESS PROCESSING AND OVERSHIPMENTS.** Unless mutually agreed, the buyer will not be liable for materials processed in excess of its releases, nor for over shipments in excess of quantities specified, and the buyer may return any over shipments at seller's expense, which shall include transportation both ways.
4. **WARRANTIES OF SELLER.** The seller warrants that all articles and services covered by this purchase order will conform to drawings, specifications or samples and will be merchantable and of good material and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to buyer's inspection and rejection at place of delivery. Defective articles may be returned to the seller for full credit or replacement at the seller's risk and expense, including transportation charges both ways, but no defective articles returned shall be replaced without formal replacement orders signed by the buyer.
5. **CHANGES IN SPECIFICATIONS.** The buyer may at any time make changes in the drawings or specifications as to any articles, materials or services covered by this purchase order. If such changes result in an increase or decrease in the amount due under this purchase order shall be modified accordingly.
6. **PATTERNS, TOOLS AND EQUIPMENT.** All pictures, negatives, lithographic plates, offset plates and items of similar nature, as well as any patterns, tools, jigs, dies or equipment furnished by Buyer or provided by the Seller and charged to the Buyer's account shall remain the Buyer's sole property and shall be held on consignment by the seller for the Buyer's sole use and may be removed by the Buyer at any time upon demand. While retained by the seller, such property shall be maintained in good and usable condition. Any material furnished by the seller and paid for by or charged to the Buyer shall be held on consignment by the seller and the seller shall be responsible for any damage or loss hereto.
7. **USE OF DESIGNS AND PATTERNS.** If any articles included in this purchase order are made according to designs, specifications or blueprints or by means of any patterns, tools or dies furnished by buyer, the seller agrees that the same articles or parts will not be used on any articles or parts furnished to any other person without the buyer's written consent.
8. **INDEMNITY.** Seller agrees to protect, defend, hold harmless and indemnify buyer from and against any and all claims, actions, liabilities, losses, costs and expenses arising out of any actual or alleged infringement of any patent, trademark or copyright by any devices, articles or materials sold to buyer hereunder, or arising out of any actual or alleged death of or injury to any person, damage to any property or any other damage or loss, by whomsoever suffered, resulting or claimed to result in whole or in part from any actual or alleged defect in such devices, articles or materials, whether latent or patent, including actual or alleged improper construction or design of said devices, articles or materials or the failure of said devices, articles or materials to comply with specifications or with any express or implied warranties of seller or arising out of any actual or alleged violation by such devices, articles or materials, or its manufacture, possession, use or sale, of any law, statute or ordinance or any governmental administrative order, rule or regulation. These agreements and obligations of seller shall not be affected or limited in any way by buyer's extension of express or implied warranties to its customers.
9. **CANCELLATION.** The buyer reserves the right to cancel this order in whole or in part on account of defects in material, equipment, workmanship, or quality, or if materials or any articles are not shipped as specified herein or in release orders issued hereunder, or are not in accordance with blueprints, drawings, approved samples, specifications or written instructions issued hereunder, or in the event the seller should make an assignment for the benefit of its creditors, or a receiver should be appointed for the seller or its property, or if proceedings in bankruptcy or for corporate reorganization should be filled by or against the seller, or upon the seller's failure to comply with any of the terms and conditions of this purchase order. Buyer reserves the right to cancel this Order if the Order is not filled promptly, as specified.
10. **EXCUSABLE DELAYS.** Neither party shall be liable for delays due to acts of God or the public enemy, acts or demands of the Government or any Government agency, strikes, fires, accidents or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other party in writing of the cause of such unforeseeable delay within five days after the beginning thereof.
11. **COMPLIANCE WITH THE LAW.** This agreement is subject to, and the seller hereby agrees to fully observe and comply with all applicable state and Federal laws and all regulations and orders of any Government or Government agencies or departments pertaining hereto or to the materials, supplies, articles or services furnished hereunder. You must certify that all of your employees engaged in work being performed at your plant are being paid not less than the minimum wage required by the Federal Wage and Hour Law. Also, that your employees are being paid for all hours in excess of 40 per week at the rate of not less than 1½ times their regular rate of pay, as required under the Federal Wage and Hour Law, except for those employees who are qualified for exemption under the Federal Wage and Hour Regulation.
12. **PRICES.** The buyer shall have the right by written notice to seller to request an adjustment of the price of the articles covered hereby. Failure of the seller and the buyer to agree upon any requested change in price shall release seller from its obligation to make deliveries hereunder and shall release buyer from its obligation to accept future deliveries.
13. Any materials not delivered within the time specified for delivery may be refused by Buyer without liability on its part, but such rights shall not exonerate Seller from liability for failure or refusal to deliver materials within the time specified.
14. Payment for articles specified hereon shall not constitute an acceptance thereof, but all articles shall be received subject to Buyer's inspection and rejection. Material not in accordance with Buyer's specifications shall be held for Seller's instructions at Seller's risk.
15. **EQUAL EMPLOYMENT OPPORTUNITY.** The Equal Employment Opportunity Clause in section 202, Paragraphs 1 through 7 of Executive Order 11246 as amended, Handicapped 503 and Veteran 2012-402 relative to equal employment and the implementing rules and regulations of the Office of Federal Contracts Compliance are incorporated herein by specific reference.