



## Purchase Terms and Conditions

**Acceptance.** Acknowledgement of or commencement of performance on this purchase order constitutes acceptance of all terms and conditions including price, delivery and specifications. Any changes additions or deletions by Seller must be accepted in writing by Buyer. Buyer is not bound by any printed matter on Seller's acknowledgement form or invoice which would impose upon Buyer conditions at variance with the terms and conditions of this order.

**Delivery.** Buyer production schedules are based upon Seller making delivery by the date due at destination. Buyer therefore reserves the right to cancel this order in whole or in part without penalty if the delivery requirements are not met. Buyer reserves the right to refuse delivery of material that arrives more than fourteen days prior the date indicated in the "Due Date."

**Pricing.** Seller's price shall not exceed the price indicated on this order or, in the absence of a price charged on the most recent Buyer order unless otherwise agreed in writing. Any increase must be approved in writing by Buyer prior shipment

**Over shipments.** Overruns and/or over shipments will be accepted and paid for or returned (at Sellers expense) at the discretion of Buyer.

**Payment.** If terms of payment are not indicated on this order or otherwise agreed to, Terms of payment are 2% 10 days, net 60 days beginning upon receipt of goods or completion of service, or receipt of invoice by Buyer, whichever is later.

**Warranty.** Seller warrants that all goods and services applicable to this order will be free from defects in materials and workmanship, fit and sufficient for the purposes intended; and (where applicable) conform strictly to Buyer's specifications, drawings or samples. These warranties shall survive acceptance of the goods for a period of two years. These warranties shall be in addition to any expressed or implied warranties of additional scope given to Buyer by seller or implied by law.

**Inspection and Rejections.** Final inspection shall be on Buyer Premises (or those of its customers or contractors in case of direct shipments.) Material or workmanship deemed not acceptable to Buyer shall be returned to seller at Seller's expense and replacement or cancellation without obligation at Buyer's discretion.

**Buyer's property.** All material including tooling furnished or specified paid for by Buyer will be the property of Buyer and subject to removal at any time at Buyer's discretion without cost or charges of any kind. Buyer material or tooling shall be used by Seller only in filling Buyer's orders, kept separate from other materials or tooling and clearly identified as Buyer's property.

**Taxes.** Except as may be otherwise provided in this order. Prices include all applicable Federal, State, and local taxes in effect as of the order date. In the case of new or repealed taxes or changes in tax rates the order pricing will be adjusted accordingly.



**Changes.** Buyer shall have the right to make changes without notice to packaging, testing, and/or delivery. Seller shall immediately notify Buyer of any cost changes which must then be agreed upon and accepted in writing by Buyer in the form of a change order.

**Bankruptcy.** In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, or in the event of the appointment, with or without Seller's consent, of an Assignee for the result of creditors or the Receiver. Buyer shall be entitled to elect at its discretion to cancel the whole or in part this order without liability whatsoever.

**Contract.** Buyer and Seller agree that this order and the acceptance thereof shall be a contract made in the State of Ohio and governed by the laws thereof.

**Work on Buyer's or its Customer's or Contractor's Premises.** If Seller's work under this order involves operations by Seller on the premises of the Buyer or one of its contractors or customers, Seller shall take all necessary precautions to prevent the occurrence of injury to person or property during the progress of such work except to the extent that any such injury is due solely and directly to Buyer's or its customer's or contractor's negligence, as is the case may be shall indemnify Buyer and/or Buyer's customer or contractor against all loss which may result in any way from any act or omission of Seller, its agents, employees and subcontractors, and Seller shall maintain such Public Liability, Property Damage and Employee's Liability and Compensation Insurance as well protect Buyer and/or its customer and contractors from said risk and from any claims under applicable Workman's Compensation and Occupational Disease Acts.

**Drawings and Specifications.** Buyer shall at all times have title to all drawings and specifications intended for the use in connection with this order. Seller shall use such drawings and specifications only in conjunction with this order and shall not disclose such drawings and specification to any person, firm or corporation other than Seller's employees, subcontractors or agents. Seller shall upon request or upon completion of this order promptly return all drawings and specifications to Buyer

**Patents.** Seller agrees to defend, at its own expense, all suits, actions or proceedings ("Actions") brought against Buyer's products for actual or alleged infringements of any U.S. or foreign patents and further agrees to pay and discharge any and all judgements or decrees which may be rendered in any such action.

**Software.** Seller agrees that if the order includes any custom software or source codes (the "Software") including any specific applications for buyer's equipment or process Seller agrees to assign all rights, title and interest, including without limitations copyrights for all such Software for any purpose pertaining to Buyer's utilization and implementation, including the right to contract with others for installation of additions or complementary equipment, software or components. Buyer's failure to take possession of the Software and any other documents or services rendered by Seller shall not be construed as a waiver of any of Buyer's rights under this section. Any information provided by the Buyer in connection with this order is confidential and will be treated as proprietary information by seller indefinitely.

**Conflict Minerals.** Buyer has represented to its customers that it is not purchasing conflict minerals from areas defined by the Dodd-Frank Wall Street Reform and Consumer Protection Act. Accordingly, Seller may not supply tin (cassiterite), tantalum (columbite), tungsten (wolframite); gold and/or any other "conflict mineral" as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, in order to fulfill Buyer's order, if those minerals have been derived from the Democratic



Republic of the Congo (DRC) and surrounding countries, without notifying Buyer of that fact prior to initiate production and obtaining Buyer's prior written approval to initiate production under those circumstances. In those instances where Seller does notify Buyer as noted above and obtains Buyer's prior written approval. Seller must complete Buyer's "Conflict Mineral Survey Form" to satisfaction of buyer prior to processing Buyer's order.

**Terms.** This document sets forth the entire agreement between this Buyer and Seller with respect to the sale and purchase of goods and services. ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS WHICH MAY BE CONTAINED IN ANY DOCUMENT PROVIDED BY SELLER WHETHER PREVIOUSLY OR SUBSEQUENTLY PROVIDED ARE HEREBY OBJECTED TO AND REJECTED.