



## Standard Terms and Conditions for Purchase Orders

1. Written acknowledgment by Seller of this Purchase Order, or the shipment of goods ordered hereunder (or any part thereof), shall be deemed a full acceptance by Seller of this Purchase Order, including the terms and conditions herein and any specifications, drawings or description contained or referred to herein or in the invitation to bid. This Purchase Order (including such specifications, drawings, and descriptions) constitutes the entire agreement between Seller and Buyer in connection with the goods covered. This Purchase Order does not constitute an acceptance by Buyer of any offer to sell, any quotation or any proposal. Any items not contained in these Terms and Conditions are hereby rejected. Reference herein to any such offer to sell, quotation or proposal shall in no way constitute a modification of any of the terms of this Purchase Order to any degree whatsoever. An attempted acknowledgment of this purchase order which constitutes a counteroffer by Seller to Buyer whether or not such terms "materially alter" this Purchase Order is rejected, and is not binding upon Buyer unless specifically accepted by Buyer in writing.

2. The contract resulting from acceptance of this Purchase Order shall be construed according to, and governed by the laws of the State of Indiana. This contract is non-assignable by Seller.

3. Seller expressly warrants that all material and work covered by this Purchase Order will conform to the specifications, drawings, samples or other description furnished or specified by Buyer, and will be merchantable, of good material and workmanship, free from defects, and fit and sufficient for the purposes intended. Seller expressly represents and warrants that the requirements of all applicable federal, state and local safety standards and other laws, rules, regulations and ordinances have been and will be complied with in connection with the performance of the work and the furnishing of goods under this Purchase Order, and that any products or materials sold by this Purchase Order shall conform to such standards, laws, rules, regulations and ordinances.

4. If the goods covered by this Purchase Order require approval for the sale and/or use thereof by reason of a state statute or regulation of a local ordinance, Seller certifies that it has or will obtain any such approval from the appropriate agency of each state or other

governmental authority requiring same, and upon Buyer's request will submit to Buyer a copy of any documents evidencing any such approval.

5. If any goods purchased from Seller under this Purchase Order, or any goods as to which services were furnished by Seller hereunder, are determined by a governmental agency or court not to conform to applicable safety standards or contain a defect which relates to safety or are required to be repurchased, replaced, adjusted, modified or otherwise serviced by Buyer or one of its agents by reason of any federal, state or local laws, rules, regulations or orders, or if Buyer incurs any expenses, losses or liability whatever by reason of the acts or omission of the Seller, Seller shall indemnify Buyer against, and hold Buyer harmless from, all costs, expenses (including reasonable attorney's fees), charges, damages, losses or liabilities incurred by or assessed against Buyer in connection therewith or by reason thereof.

6. By accepting the Purchase Order, Seller agrees to defend, protect, and hold harmless Buyer, its successors, assigns, customers and users of its products, against all suits at law or in equity, of and from all damages, claims and demands for actual or alleged infringement of any United States or foreign patent, trademark, tradename, or copyright by reason of the use or sale of the goods covered by this Purchase Order, including costs, expenses and attorney's fees incurred by Buyer in connection with any such suits, damages, claims or demands.

7. Any knowledge or information that Seller shall have disclosed or may hereafter disclose to Buyer, in connection with the purchase of goods or services covered by this Purchase Order, shall not be deemed to be confidential or proprietary information, unless otherwise specifically agreed upon in writing by Buyer, and shall be acquired free from any restrictions, use and disclosure by Buyer (other than a claim for patent infringement) as a part of the consideration for this Purchase Order.

8. Buyer reserves to itself the following rights without prejudice to any other rights it may have hereunder or under law.



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a. To reject anything furnished hereunder that does not meet requirements with respect to conformity to description or specifications, quality, workmanship, condition, quantity or time of delivery.

b. To hold, store, or return, in each case at the expense of Seller, any product or material rejected for such causes.

c. To accept without prejudice any part of a shipment that is acceptable and, at its election and at the expense of Seller, to return such part of the shipment as Buyer may have rejected. Seller may be required to replace and deliver without delay the product or products rejected without any increase in the purchase price, and shall pay all freight charges upon replacement shipments.

d. To make changes in drawings and specifications as to any material and/or work covered by this Purchase Order or changes in the quantity of property or services furnished pursuant to this Purchase Order. Any difference in price or time of performance due to such changes shall be equitably adjusted and the contract shall be modified in writing accordingly.

9. If Seller ceases to conduct its operation in the normal course of business or if any proceeding under the bankruptcy laws is brought by or against Seller, or if a receiver is appointed or applied for on behalf of Seller, or if an assignment for the benefit of creditors is made by Seller, Buyer may terminate this Purchase Order without liability, except for deliveries previously received or goods then completed and subsequently delivered pursuant to the terms of this Purchase Order.

10. If any goods or services called for by this Purchase Order are found to be defective in material or workmanship or otherwise not conforming to the requirements of this Purchase Order at any time within one (1) year after delivery, Buyer, in addition to any other rights that it may have, shall have the right to reject and return such goods or services at Seller's expense, or require that such goods or services be corrected or replaced promptly.

11. Buyer shall be entitled at any time and all times to set off any amount owing at any time from Seller to Buyer (or any affiliated company of Buyer) against any amount payable at any time by Buyer (or any of its affiliated companies) to Seller.

12. Any material furnished by Buyer shall be deemed to be held by Seller on consignment. All such materials not used by Seller in connection with fulfillment of this Purchase Order shall be returned to Buyer at Buyer's expense, as it so directs, and if not so returned and not accounted for shall be paid for by Seller.

13. The remedies herein provided shall be cumulative and additional to any other or further remedies provided at law or in equity. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breach or provision hereof.

14. Seller, represents that in connection with the production of the goods to be furnished under this Purchase Order, it has complied with all applicable requirements of the Fair Labor Standards Act of 1938, as amended.

### Shipping and Billing:

15. The purchase price specified herein shall be inclusive of all other charges, except for the written and authorized F.O.B. charge that Seller shall pay.

16. Time shall be of the essence with respect to any delivery or work schedule hereunder. Time of shipment and routing instructions specified by Buyer must be adhered to, and Seller agrees to pay for any added costs due to any default thereof. If delivery is not made at the time specified, Buyer may cancel this Purchase Order in whole or in part.

17. All shipments shall be at the risk of Seller until delivery at Buyer's plant or other premises specified herein. Seller shall be liable for any damages arising during shipment, whether discernable on delivery and inspection or latent in nature.