



THIS PURCHASE ORDER
IS SUBJECT TO THE FOLLOWING
TERMS AND CONDITIONS:

1. **EXCLUSIVE TERMS** – Any acceptance of this Purchase Order is limited to the acceptance of the express terms and conditions contained herein. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms of this offer in Seller's acceptance is hereby objected to and rejected, but such proposal shall not operate as a rejection of this offer unless such variances are in the terms of the description and specification of the goods, prices, quantities, delivery schedules, or terms of payment, but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller without said additional or different terms. If this Purchase Order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms and conditions contained on the reverse side of this document, attached to this document, or delivered by Buyer with this document. Additional or different terms and conditions or any attempt by Seller to vary in any degree any of the terms and conditions of this Purchase Order shall be deemed material and shall be rejected; however, this Purchase Order shall not operate as a rejection of Seller's offer unless this Purchase Order contains one or more of the variances described above.

2. **TAXES; SHIPMENTS; EXTRAS** – (a) All sales, use, excise or similar taxes applicable to this transaction shall be paid by Seller, except as specifically provided in this Purchase Order. All sales, use, excise or similar taxes to be paid by Buyer must be itemized separately in this Purchase Order and on invoices.

(b) Seller shall enclose a packing slip with each shipment. The packing slip shall indicate the contents of each container, excluding prices. On shipments without a packing slip, Buyer's count or weight shall be conclusive. Buyer's order number, Seller's name, packing slip number, piece number and other identification as Buyer shall require shall appear on all containers, invoices, correspondence, bills of lading and other shipping papers, and where Seller and shipper are not the same, the names of both shall be shown thereon. Seller shall not make any COD shipments unless requested by Buyer or issue drafts against this Purchase Order. Unless provided herein, no charge shall be made for boxing, crating, handling, carting, drayage, storage or other packing requirements. All goods shall be packed, marked and prepared for shipment in a manner which is (i) in accordance with good commercial practice, (ii) acceptable to common carriers for shipment at the lowest rate for the particular goods and in accordance with the applicable delivery requirements, and (iii) adequate to insure safe arrival of the goods at the named destination. Seller shall mark all containers with the

necessary lifting, handling and shipping information. No partial or complete delivery shall be made prior to the delivery date shown on this Purchase Order, unless Buyer has given its prior written consent thereto, nor shall deliveries exceed the quantities specified. Unless provided otherwise in this Purchase Order, goods ordered shall be delivered on a DDP destination basis to Buyer's designated plant or plants. If, in order to comply with Buyer's required delivery date(s), it becomes necessary for Seller to ship by a more expensive method than specified in this Purchase Order, any increased transportation costs resulting therefrom shall be paid by Seller, unless the necessity for such rerouting or expedited handling has been caused by Buyer.

(c) Goods in excess of, or different from, those ordered by Buyer and unauthorized advanced shipments may be rejected by Buyer and returned, or held subject to Seller's disposal, at Seller's risk and expense. When part of an order is rejected, the acceptance or rejection of the remainder of the order shall be within Buyer's sole discretion.

3. **SPECIFICATIONS** – All goods ordered to Buyer's specifications must comply with specifications current as of the date of this Purchase Order, unless otherwise specified by Buyer.

4. **WARRANTY** – Seller warrants the goods delivered hereunder to be of merchantable quality, fit for the purpose intended, free from defects in labor, material and manufacture, and in compliance with any drawings or specifications incorporated or referenced herein and with any samples furnished by the Seller. Without Buyer's written consent, no materials may be substituted in lieu of those specified. All warranties shall run to Buyer, its successors, assigns, and customers and to the users of its products. Seller agrees that this warranty shall survive acceptance of the goods. Said warranties shall be in addition to any warranties of additional scope given to Buyer by Seller and those implied by law. This warranty shall remain in effect for a period of one (1) year from the date the goods are placed in operation at the end user's site.

5. **TITLE** (a) Seller warrants good title to all the goods furnished by it hereunder, free of all liens, claims and encumbrances. Title to all of the goods shall pass to Buyer at the date payment for all or any portion of the goods is made. Said transfer of title shall in no way affect Buyer's rights to refuse the goods in case of non-conformity with the requirements for the goods as set forth in this Purchase Order.

(b) Title to all goods and materials for which payment has been made, whether or not the same has been incorporated in the goods, and title to all completed goods whether paid for or not, shall vest in Buyer, and in any case shall not be part of Seller's property or estate in the event Seller is adjudged insolvent or makes a general

