



STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE:** By accepting this Order (Order), Seller agrees to be bound by its terms and conditions, including any supplements thereto and all specifications and other documents referred to in this Order. However, Seller's commencement of work on the goods, Seller's shipment of such goods or Seller's commencement of delivery of services, whichever occurs first, will be deemed an acceptance of Buyer's offer to purchase contained in this Order. This Order does not constitute an acceptance by the Buyer of any offer to sell, any quotation or any proposal. Reference in this Order to any such offer to sell, quotation, or proposal will in no way constitute a modification of any of the terms and conditions of this Order. The terms and conditions printed on this Order take precedence over any alternative terms and conditions in any other document connected with this transaction unless such alternative terms and conditions are expressly incorporated by reference on the face of this Order. ANY ATTEMPTED ACKNOWLEDGEMENT OF THIS ORDER CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS ORDER IS NOT BINDING UPON BUYER UNLESS SPECIFICALLY ACCEPTED BY BUYER IN WRITING.
2. **PRICE:** All prices specified here in are firm and will not be subject to change. Seller's total price will be deemed to include all sovereign, state and local sales, use, excise, value added, privilege, payroll, occupational and other taxes, fees, or duties applicable to the goods and services furnished to the Buyer. No extra charges of any kind will be allowed unless specifically agreed to in writing by the Buyer. Buyer will be entitled to deduct any amount owing at any time from Seller to Buyer or any of its affiliated companies against any amounts payable at any time by Buyer in connections with this or any other Order between Buyer and Seller. Seller agrees to extend the lowest and most favorable prices, terms and conditions offered or given by Seller to others of similar classifications as Buyer.
3. **SHIPMENT:** Buyer reserves the right to cancel this Order if delivery is not made by delivery date as set forth on the face of this Order unless otherwise agreed to in writing by Buyer. If Seller fails to deliver the goods or to complete the services furnished hereunder the Buyer will be entitled, in addition to any other remedy available at law or at equity, to assess such amounts as may be set forth on the face of this Order as liquidated damages for delay. The Seller agrees that such amounts are a reasonable pre-estimate of the damages which the Buyer may suffer as a result of such delay, and are to be assessed as liquidated damages and not as a penalty. Unless otherwise noted on the face of this Order goods will be delivered FOB named point. Unless otherwise noted on the face of this Order, goods are priced to include transportation to the point of delivery and title will pass to Buyer upon delivery. In the absence of specific shipping instructions indicated on this Order, shipment will be routed via the most economical mode of commercially reasonable transportation available. Packing slips showing contents, part number and Order number must be enclosed with each shipment. Seller is obligated to suitably pack, mark and ship all goods to prevent damage. Notwithstanding any shipping, FOB or other terms or rights of Buyer included herein, Buyer will have the right to return all damaged merchandise to Seller and receive full credit therefore, unless damage has been caused by the negligence of Buyer. Seller will not assign or transfer this Order, any interest herein or any monies payable without the prior written consent of Buyer.
4. **WARRANTIES:** Seller warrants that all goods and/or services provided by it: (i) will be of good quality and workmanship and free from defects, latent or patent; (ii) will conform to all specifications, drawings and descriptions furnished, specified or adopted by Buyer; (iii) will be merchantable and fit, suitable and sufficient for their intended purposes; and (iv) will be free of any claims of any nature and by any third party. Any attempt by Seller to limit, disclaim, or reject any such warranties or any remedies of Buyer by acknowledgment or otherwise, in accepting or performing this Order will be null and void.
5. **RIGHT TO REJECT:** All materials, equipment and services to be purchased hereunder are subject to acceptance by Buyer, and Buyer reserves the right to reject any materials, equipment or services which are defective or not in compliance with applicable specifications or warranties, whenever such defect or noncompliance is discovered. Materials so rejected will be held for Seller's instructions, at Seller's risk, and if Seller so directs, will be returned at Seller's expense for transportation to Seller. In addition to such other rights, remedies and choices as it may have by contract or by law, at its option and sole discretion Buyer may: (a) reject and return such goods at Seller's expense; (b) take such actions as may be required to cure all defects and/or bring the goods or services into conformity with all requirements, in which events all costs and expenses thereby incurred by Buyer including material and handling charges to be determined and assessed by Buyer will be for Seller's account and (c) require Seller to reperform, at its own expense, any defective portion of the services performed. Unless otherwise agreed to in writing, Seller is required to replace non-conforming goods with goods that conform to this Order.
6. **CHANGES:** The Buyer may at any time, in writing, make changes within the general scope of this Order in any one of the following: (a) drawings, designs or specifications; (b) method of shipment or packing; (c) location of delivery; (d) time of delivery; (e) quality of goods or services. In the event that any such changes causes an increase or decrease in the cost of or the time required for the performance of any work under this Order, whether changed or not changed, an equitable adjustment will be made in the price or delivery schedule, or both, and the Order will be modified in writing accordingly. Any claim by the Seller for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Seller of the notification of change. Any changes to this Order will be authorized only by a duly executed Order amendment hereto.
7. **ACCEPTANCE:** Acceptance or rejections of goods or services will be made as promptly as practical after delivery or performance of work, but failure to inspect and accept or reject goods or failure to detect defects by inspections, will neither relieve Seller from responsibility for such goods or services as are not in accordance with the Order requirements nor impose liabilities on Buyer thereof.
8. **SUSPENSION:** Buyer may, at any time, by written notice to Seller, suspend delivery of goods and services noted on the face of the Order. Said notice of suspension will specify the date of suspension and the estimated duration of the suspension. Upon receiving any such notice of suspension, Seller will promptly suspend delivery of goods and services to the extent specified, and during the period of such suspension will properly care for and protect all work in progress and materials, supplies, and equipment Seller has on hand for delivery of goods and services. Upon the request of Buyer, Seller will



promptly deliver to Buyer copies of outstanding Orders for Buyer. Buyer will at any time withdraw the suspension of delivery of goods and services as to all or part of the suspended work by written notice to Seller specifying the effective date and scope of withdrawal, and Seller will resume diligent delivery of goods and services for which the suspension is withdrawn on the specified effective date of withdrawal.

9. **INTELLECTUAL PROPERTY WARRANTY:** Seller warrants that: (i) neither the goods or services furnished hereunder nor the sale or use thereof will infringe any third party United States or Foreign Letters Patent, trademark, copyright, or other proprietary or similar intellectual property rights; (ii) Seller will at its own expense, defend any suit that may arise with respect to any aforementioned infringement or allegation thereof; and (iii) Seller will indemnify and hold Buyer and/or its customers harmless from all loss and expense incurred on account of any alleged or actual infringement. If a claim of breach of infringement has occurred or is likely to occur, Seller will at its option and expense either procure for Buyer the right to continue using the purchased goods or services or, if Buyer's performance will not be materially adversely affected, promptly replace or modify the purchased goods or services so that they become non-infringing. Buyer will promptly notify Seller of any such infringement claim made against it.

10. **CONFIDENTIAL OR PROPRIETARY INFORMATION:** Seller will keep confidential any technical process or economic information derived from drawings, specifications and other data furnished by Buyer in connection with this order and will not divulge, directly or indirectly, such information for the benefit of any other party without obtaining Buyer's prior written consent. Except as required for the efficient performance of this Order, Seller will not use such information or make copies to be or permit copies to be made of such drawings, specification, or other data without the prior written consent of Buyer. If any reproduction is made with prior written consent, notice referring to the requirements of the foregoing paragraph will be provided thereon. Upon completion or termination of this order, Seller will promptly return to Buyer all materials incorporating any such information and any copies thereof.

11. **BUYER'S INTELLECTUAL PROPERTY:** Seller recognizes and agrees that it obtains no rights in any technical processes or economic information from drawings, specifications and other data furnished by Buyer. Seller also recognizes and agrees that each and every trademark, trade name, service mark, slogan, color combination, insignia, emblem, symbol, and other forms of distinctive service identification as is owned or used by Buyer ("business emblem") that is used in the performance of this Order is and will be the exclusive property of Buyer, and that the use of any such business emblem will give Seller no claim or right to, or interest in the same. Seller agrees that any such use requires Buyer's prior approval and Seller produces items at its own risk if approval is not obtained.

12. **INDEMNITY:** Seller will indemnify and hold Buyer harmless and, at Seller's expense, defend Buyer from all liability, loss and expense (including reasonable attorney's fees), or claims therefore, arising out of death or injury to any person or damage to any property, or any other loss, by whomsoever suffered, resulting in part from any alleged or actual defect, whether latent or patent, in goods or services sold to Buyer hereunder including without limitation actual or alleged improper construction or design or failure to comply with specifications, or from noncomplying services sold to Buyer hereunder, or from the actual or alleged violation of such services or goods (or their manufacturer, possession, use or sale) of any federal, state, or local rule, regulation or governmental Order, or from the failure of such goods or services to comply with any express or implied warranty of Seller or with any of the provisions which govern Seller's performance under this Order, provided that this indemnity will be null and void to the extent such liability, loss or expense, or claim(s) therefore, results solely from the negligence of Buyer. Seller will maintain comprehensive general liability coverage (including contractual liability coverage insuring the liabilities assumed above). Automobile liability and employers liability insurance with limits as reasonably required by Buyer, as well as appropriate workers compensation Insurance as will protect Seller from all claims under any applicable workers compensation and occupational disease act. Seller will furnish to Buyer a certificate of insurance completed by its insurance carrier(s) certifying that insurance coverages are in effect and will not be canceled or materially changed until ten days after prior written notice has been delivered to the Buyer as required by Buyer.

13. **COMPLIANCE WITH LAWS:** Seller agrees to comply with the applicable provisions of any federal, state, provincial or local law or ordinance and all lawful orders, rules, and regulations issued thereunder.

14. **PROPER BUSINESS PRACTICES:** Seller will comply with all Buyer's policies regarding business practices, which will be amended from time to time.

15. **NON-EXCLUSIVE AGREEMENT; GOVERNING LAW:** Seller agrees that this Order is not an exclusive agreement by Buyer to purchase items covered hereunder from Seller. Buyer will not have any obligation to compensate Seller for time, ideas, research, or designs developed or generated by Seller for any purpose except the filling of this Order, and that Buyer reserves the right to place Orders for the items covered hereunder open for competitive bid upon termination of this Order or on completion of the Order covered hereunder. This Order and Seller's acceptance thereof will be governed by and construed in accordance with the laws of the State of Indiana.

16. **TERMINATION AND DEFAULT:** Buyer may terminate all or any part of this Order at any time without cause by written notice to Seller. Upon termination without cause (other than due to Seller's insolvency or default including failure to comply with this Order), Buyer and Seller will negotiate reasonable termination costs which will be identified by Seller within thirty (30) days of termination notice. Upon termination for default in any of the following circumstances: (a) Seller fails to comply with the time specified herein or any written extension thereof granted by Buyer; (b) failure to provide Buyer, upon request, with reasonable assurances of progress so as not to endanger performance of this Order with its terms; (c) Seller fails to comply with any of the terms and conditions of this Order; Buyer may procure, upon such terms as it will deem appropriate, supplies or services similar to those so terminated. Such termination will become effective if Seller does not cure such failure within a period of ten (10) days or such longer period as Buyer may authorize in writing after or notice of default from Buyer. Seller will continue performance of this Order to the extent not terminated and will be liable to Buyer for any excess costs for such similar supplies or services. Alternatively, Buyer, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Seller's performance, in which case Seller will be liable to Buyer for any costs, expenses or damages arising from any



failure of Sellers deficient performance. In the event Seller for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this Order, Seller will promptly notify Buyer in writing. If Seller does not comply with Buyers delivery schedule, Buyer may require delivery by fastest means and charges from delivery by fastest means must be fully prepaid and absorbed by the Seller. The rights and remedies of the Buyer are in addition to any other rights and remedies provided by law or under this Order.

17. **REMEDIES:** The rights and remedies of Buyer will be cumulative and the rights and remedies expressed in this Order are not exclusive and are in addition to all other rights and remedies Buyer may have by law. Buyer will be entitled to exercise all of a Buyer's remedies and to recover from Seller all damages, including without limitation, incidental and consequential damages, provided in or allowed by the Uniform Commercial Code, as amended from time to time, and all other applicable laws, for breach by Seller of its obligations under this Order. Seller may not limit, restrict or otherwise modify any of the rights or remedies of Buyer.

18. **WAIVER:** The failure of Buyer to enforce at any time or for any period of time any of the provisions hereof will not be construed to be a waiver of such provision or of the right to Buyer thereafter to enforce each and every such provision.

19. **ENTIRE AGREEMENT:** This Order, and all documents expressly incorporated herein by reference is intended by the parties as a final expression of their Agreement. No course of prior dealings between parties and no usage of the trade will be relevant to determine the meaning of this Agreement.