

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS AS WELL AS THOSE APPEARING ON THE REVERSE SIDE HEREOF

Assent to the Terms of Sale: By processing this Order, you shall be deemed to have assented to the terms and conditions of the sale as set forth in this Purchase Order. Failure to object in writing to any of the terms and conditions set forth in this Purchase Order shall be deemed to be a waiver of any such objections. The terms and conditions set forth in this Purchase Order shall be deemed to control over any other proposals, negotiations and representations, if any, concerning the transaction, including the terms of any invoice which may accompany goods delivered pursuant to this Purchase Order.

1. **Cancellation.** Time of delivery is of the essence of this contract. Buyer reserves the right to refuse to accept the goods, or to revoke its acceptance of the goods and to cancel all or any part of this order if Seller fails to timely deliver all or part of the goods, or if the goods fail to meet Buyer's specifications for this order concerning, but not limited to, type, quantity or quality. Acceptance of any part of the order shall not bind Buyer to accept future shipments, nor deprive it of the right to return goods already received and accepted. Acceptance shall not be deemed to have occurred until Buyer has had a reasonable time to inspect the goods, and in no event shall be deemed to have occurred earlier than 30 business days after delivery and receipt.

2. **Delivery.** Delivery shall not be deemed to be complete until goods have been actually received and accepted by Buyer, notwithstanding any agreement to pay freight, express or other transportation charges, and the risk of loss or damage in transit shall be upon the Seller.

3. **Defects.** Buyer's receipt or acceptance of all or any part of the goods shipped pursuant to this order shall not be deemed to be a waiver of Buyer's right to cancel this order or return the goods, in whole or in part, if the goods fail to meet the Buyer's specifications for the Order, if the goods are defective, or if there has been a breach of any expressed or implied warranty of sale. Buyer reserves the right to make any claim for damages against Seller, for consequential damages including but not limited to lost profits, manufacturing costs, business expenses, or other special damages suffered by the Buyer if Seller fails to timely deliver goods that conform to the specifications of this Order. This right shall be in addition to, and not in lieu of, all other rights and remedies afforded to Buyer as a matter of law.

4. **WARRANTY. SELLER WARRANTS THAT THE GOODS COVERED BY THIS AGREEMENT ARE MERCHANTABLE, AND FIT FOR BUYER'S PARTICULAR INTENDED USE AND PURPOSE. SELLER AGREES TO**

INDEMNIFY AND HOLD BUYER HARMLESS FROM ALL CLAIMS BY BUYER, OR BY THIRD PARTIES ASSERTED AGAINST THE BUYER, FOR PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC LOSS, AND ALL OTHER FORMS OF LOSS, DAMAGE AND EXPENSE INCLUDING ATTORNEYS FEES AND COURT COSTS INCURRED OR SUSTAINED AS A RESULT OF ANY DEFECT IN THE GOODS, BREACH OF WARRANTY, OR BREACH OF THE TERMS OF SALE ASSOCIATED WITH THIS TRANSACTION.

5. **Fair Labor Standards Act.** Seller represents that the goods covered by this order have been manufactured in accordance with the requirements of the Fair Labor Standards Act and all other applicable federal, state and municipal laws, rules and regulations.

6. **Governing Law.** This contract shall be governed by and construed according to laws of the State of Ohio.

7. **Modifications.** This contract may not be modified or terminated orally, and no modification or termination nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification, termination or waiver is sought to be enforced.

8. **Inspection.** Buyer reserves the right to inspect purchased merchandise on Supplier's premises by request.

9. **Special Qualifications.** For unusual critical products, Buyer may request a list of special qualifications of personnel performing required activities.