

TERMS AND CONDITIONS

1. **ACCEPTANCE.** THIS PURCHASE ORDER IS AN OFFER TO THE VENDOR TO FORM A CONTRACT. KOIKE ARONSON, INC. IN MAKING THIS OFFER EXPRESSLY LIMITS ITS ACCEPTANCE THEREOF TO THE TERMS AND CONDITIONS CONATIANED HEREIN INCLUDING THESE KOIKE ARONSON, INC. TERMS AND CONDITIONS. KOIKE ARONSON, INC. DOES NOT ACCEPT ANY PRIOR OFFERS FROM THE VENDOR RELATING TO THE MATERIAL NAMED HEREIN WHICH MAY BE CONTAINED IN THE AGREEMENT BETWEEN US RELATING TO THE PURCHASE AND SALE OF THE MATERIAL NAMED HEREIN. NO MODIFICATIONS OF THE COMPLETED PURCHASE CONTRACT SHALL BE OF ANY FORCE OR EFFECT UNLESS IT IS IN WRITING AND SIGNED BY THE PARTY TO BE BOUND THEREBY, AND NO MODIFICATION SHALL BE AFFECTED BY THE ACCEPTNCE OF ANY FORM OF ACKNOWLEDGMENT, OR PURCHASE ORDER CONTAINING DIFFERENT OR ADDITIONAL PROVISIONS. IF YOU CANNOT MAKE DELIVERY AT THE TIME STIPULATED HERE, PLEASE ADVISE US BY RETURN MAIL THE EARLIEST POSSIBLE DATE ON WHICH DELIVERY CAN BE MADE.
2. **DELIVERY.** THE TIME OR TIMES SPECIFIED FOR DELIVERY SHALL BE OF THE ESSENCE OF THIS ORDER, AND WE RESERVE THE RIGHT TO CANCEL THE ORDER IF MATERIALS ARE NOT SHIPPED WITHIN THE TIME OR TIMES SPECIFIED IN THE ORDER. FURTHER, WE RESERVE THE RIGHT TO CANCEL THE ORDER IN THE EVENT THAT OPERATION OF THE PLANT OR FACILITY FOR WHICH IT WAS PLACED SHALL BE INTERRUPTED OR SHUT DOWN BY ANY CAUSE OR CAUSES BEYOND OUR REASONABLE CONTROL. ORDERS NOT SHIPPED WITHIN THE TIME OR TIMES SPECIFIED WILL BE ASSESSED A LATE FEE OF 1% PER WEEK FOR EACH 5 DAY WORKWEEK AFTER THE TIME SPECIFIED. KOIKE ARONSON, INC. SHALL HAVE THE OPTION TO, DEDUCT THIS FEE FROM THE TOTAL PURCHASE ORDER PRICE.
3. **PRICES.** IF DEFINITE PRICES ARE NOT STATED HEREIN, THIS ORDER IS TO BE FILLED AT PRICES NO HIGHER THAN THOSE WHICH YOU HAVE LAST QUOTED OR CHARGED TO US. YOU AFFIRM THAT TO THE BEST OF YOUR KNOWLEDGE, INFORMATION AND BELIEF THE PRICES CHARGED HEREUNDER DO NOT EXCEED THE MAXIMUM PRICES ESTABLISHED BY ANY APPLICABLE REGULATION OF ANY GOVERNMENTAL AGENCY.
4. **WARRANTY.** BY ACCEPTING THIS ORDER SELLER HEREBY WARRANTS THAT THE ITEMS AND SERVICES TO BE FURNISHED HEREUNDER WILL BE IN FULL CONFORMITY WITH BUYER'S SPECIFICATIONS, DRAWINGS AND DATA, OR SELLER'S SAMPLES AND THAT ITEMS FURNISHED HEREUNDER WILL BE FIT FOR THE USE INTENDED BY BUYER. SELLER AGREES THAT THIS WARRANTY SHALL SURVIVE ACCEPTANCE OF THE ITEMS. SAID WARRANTIES SHALL BE IN ADDITION TO ANY WARRANTIES OF ADDITIONAL SCOPE GIVEN TO BUYER BY SELLER.
5. **INVOICES.** PLEASE RENDER INVOICES IN DUPLICATE OR TRIPPLICATE, AS REQUIRED HEREIN, WITH BILL OF LADING OR OTHER SHIPPING PAPERS ATTACHED. PAYMENT OF AN INVOICE DOES NOT CONSTITUTE ACCEPTANCE OF MATERIALS COVERED BY THIS ORDER AND IS WITHOUT PREJUDICE TO ANY AND ALL CLAIMS WE MAY HAVE AGAINST YOU IN CONNECTION THEREWITH. ALL INVOICES AND PACKAGED MUST SHOW OUR ORDER NUMBER. ALL INVOICES SUBMITTED TO US HEREUNDER SHOULD BEAR THE FOLLOWING CERTIFICATION BY YOUR COMPANY.

"WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6,7, AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED AND OF REGULATIONS AND ORDERS OF THE UNITED STATED DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF."
6. **INSPECTION.** ALL MATERIALS FURNISHED HEREUNDER MUST BE AS SPECIFIED HEREIN AND WILL BE SUBJECT TO INSPECTION AND APPROVAL BY US AFTER DELIVERY. WE RESERVE THE RIGHT TO REJECT AND RETURN AT YOUR RISK AND EXPENSE SUCH PORTION OF ANY SHIPMENT AS MAY BE DEFECTIVE OR FAIL TO COMPLY WITH SEPCIFICATIONS, WITHOUT INVALIDATING THE REMAINDER OF THE ORDER.
7. **LOSS.** IF THE MATERIALS SHIPPED HEREUNDER ARE SHIPPED IN ANY WAY OTHER THAN RAIL FREIGHT, THE FULL INVOICED VALUE OF THE MATERIALS MUST BE DECLARED AT THE TIME OF SHIPMENT FOR PROTECTION AGAINST LOSS OR DAMAGE AND YOU SHALL BE LIABLE TO US FOR ANY AND ALL LOSS OR DAMAFE SUSTAINED BY US BY REASON OF YOUR FAILURE TO SO DECLARE THE FULL INVOICED VALUE.
8. **PATENTS.** YOU HEREBY GUARANTEE AND AGREE THAT THE MATERIALS FURNISHED HEREUNDER WILL NOT INFRINGE ANY PATENT OR TRADESMARK, AND YOU WILL INDEMNIFY AND SAVE HARMLESS OURSELVES, OUR CUSTOMERS AND THOSE FOR WHOM WE ACT AS AGENT IN THE PURCHASE OF SAID MATERIALS, AGAINST ANY CLAIM OR DEMAND OF ANY KIND, TOGETHER WITH COSTS AND EXPENSES, INCLUDING COUNSEL FEES, INVOLVING ANY ASSERTED INFRINGEMENT OF ANY PATENT OR TRADEMARK; AND YOU WILL. AT YOUR OWN EXPENSES, BY COUNSEL SATISFACTORY TO US DEFEND ANY AND ALL ACTIONS OR ANY SUITS CHARGING SUCH INFRINGEMENT.
9. **NON-DISCRIMINATION IN EMPLOYMENT.** IN ACCORDANCE WITH EXECUTIVE ORDER 11246, THE SELLER AGREES NOT TO DISCRIMATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR, OR NATIONAL ORGIN. THE SELLER WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT EQUAL EMPLOYMENT OPPORTUNITY IS IMPLEMENTED IN EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING INCLUDING APPRENTICESHIP. ALL OTHER APPLICABLE PROVISIONS OF THE RULES AND REGULATION OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE AND HEREIN INCORPORATED BY REFERENCE.
10. **SAFETY.** THE PRODUCTS TO BE PROVED AND/OR THE SERVICES TO BE PERFORMED HEREUNDER ARE EACH WARRANTED BY YOU TO EQUAL OR SURPASS ALL FEDERAL, STATE AND LOCAL OCCUPATIONAL SAFETY AND HEALTH STANDARDS APPLICABLE THERETO, INCLUDING WITHOUT LIMITATION, THOSE SET FORTH IN TITLE 29, LABOR, CHAPTER XVII, PART 1910 OF THE CODE OF FEDERAL REGULATIONS.