

## CONDITIONS

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1. Seller warrants free and clear title to all products delivered hereunder and further warrants that such products shall be free from defects in workmanship, material or design and shall conform to description, specifications, and samples, if any. Seller further warrants that the products in the form delivered to Buyer are free from any valid claim for patent infringement and that any labels or trademarks affixed thereto by or on behalf of Seller are free from any valid claim for copyright or trademark infringement. Such warranties shall survive acceptance of, or payment for, the products by Buyer. Seller will indemnify and hold harmless Michelman, Inc. against liability for (a) damages or injuries resulting from defective material or workmanship in the goods supplied under this order and (b) all claims, demands, actions, damages and judgments for infringement of any U.S. or foreign patent arising from the sale or use of products supplied under this order.
2. Seller shall not be liable for failure to deliver products when prevented by any cause beyond its control and Buyer shall not be liable for failure to accept products when prevented from receiving or using them in its customary manner by any cause beyond its control. A party who is prevented from performing for any reason provided for herein shall immediately notify the other party of the cause for such non-performance and the anticipated extent of the delay.
3. All freight charges shall be prepaid, unless otherwise stated. Risk of loss shall pass at delivery points specified herein – on loading where delivery is at shipping point and on unloading where delivery is at destination.
4. Time is of the essence in this contract, and failure by Seller to complete delivery of products herein ordered within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of Buyer, without liability, in addition to Buyer's other rights or remedies, relieve Buyer of any obligation to accept and pay for any such products.
5. Products purchased hereunder are subject to inspection and approval at Buyer's destination. Buyer reserves the right to reject and refuse acceptance of products, which are not in accordance with any instructions, specifications, order quantity, drawings and data, or Seller's warranties (express or implied). Products not accepted will be returned to the Seller at Seller's expense. Payment for any products hereunder shall not be deemed an acceptance thereof.
6. Seller warrants that products sold or services furnished under this purchase order have been produced or furnished in full and complete compliance with all applicable laws and regulations including among others, the Fair Labor Standards Act, as amended, Executive Order No. 11246 (Equal Employment Opportunity) effective October 24, 1965. Section 503 of the Rehabilitation Act of 1973 (29 U.S.C.A, Section 793) and Chapter 42 of Title 38, United States Code of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 U.S.C.A, Section 2011 et. Seq.), with all amendments thereto as said laws may be superseded. If applicable, Seller agrees to execute, upon Buyer's request, Buyer's standard form of Certificate of Compliance with the United States Government's laws and regulations governing Equal Employment Opportunity, the Employment of the Handicapped and the Employment of Veterans of the Vietnam Era, which Certificate of Compliance, as it may be reasonably revised, upon execution by Seller shall become a part hereof without further reference thereto.
7. If this order is given pursuant to any existing contract, it is also subject to the terms of such contract, and such terms shall control in the case of any conflict with the provisions hereof.
8. Neither this contract nor the obligation of Seller to perform thereunder shall be assigned or delegated by Seller without Buyer's consent. Waiver by either party or any default by the other hereunder shall not be deemed a waiver by such party of any other default. This writing contains the entire agreement between the parties hereto. No modification or waiver of any covenant or condition of this purchase order shall be effected by acknowledgement, receipt or acceptance by Buyer of any communication or form-containing covenant or conditions at variance with those set forth herein.
9. Seller warrants that the items sold under this agreement comply in all respects with the Toxic Substance Control Act and the Occupational Safety and Health Act and all applicable Regulations, Rulings, Orders and Standards, promulgated thereunder. Seller agrees to hold Michelman, Inc., its affiliates, and its and their officers, directors, employees, representatives and agents harmless from any and all liabilities, claims, fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by Seller of items which do not meet these requirements.
10. If this purchase order is construed as an offer, acceptance is strictly limited to the terms of this offer and Buyer hereby notifies Seller of its objection to any different or additional terms in the Buyer's acceptance. If this purchase order is construed as an acceptance of Seller's offer, the acceptance is expressly conditioned on Seller's assent to any additional or different terms (from Seller's offer) contained on the front or reverse side of this acceptance.
11. Buyer reserves the right to make changes in specifications or requirements of this order at any time or to cancel this order in whole or in part at any time without cause.
12. All disputes and controversies of every kind and nature between the parties hereto arising out of or in connection with the sale or use of products supplied under this order where such dispute or controversy involves a claim of \$10,000.00 or less shall be submitted to arbitration in accordance with the latest Commercial Arbitration Rules of the American Arbitration Association. The arbitration hearing shall be held in Cincinnati, Ohio. Any decision arrived at through arbitration shall be conclusive and binding on both parties and the arbitrator in his award shall designate which party or parties is entitled to a recovery of the costs incurred in the arbitration procedure.
13. All disputes and controversies of every kind and nature between the parties hereto arising out of or in connection with the sale or use of products supplied under this order where such dispute or controversy involves a claim of greater than \$10,000.00 shall be resolved in the judicial system located in Cincinnati, Ohio, and each party hereby irrevocably agrees to submit to the jurisdiction thereof, unless otherwise agreed to in writing by the parties.
14. The parties expressly agree that the laws of the State of Ohio, this transaction bearing a reasonable relation to such State, shall govern all rights and duties under this contract.
15. The materials you supply to Michelman are critical parts of our products and, as such, you must notify our Purchasing Department in writing prior to implementing any of the following:
  - Changes in composition or performance of supplied materials.
  - Changes in testing / approval method of supplied materials.
  - Changes to material performance specifications.
  - Significant changes in your quality system (i.e. ISO Certificate status, document control or traceability system change).
  - Changes in Manufacturing Site.