



ADDITIONAL TERMS AND CONDITIONS

1. **Cancellation:** Buyer may cancel this order and/or return to Seller, at Seller's expense, materials shipped hereunder, without prejudice to any other rights or remedies, (a) any time prior to Buyer's receipt of the enclosed Acknowledgment Form; (b) if this order is not acknowledged within a reasonable time; or if for any reason (c) delivery is not completed within a reasonable time of the arrival date specified herein; (d) the materials shipped are not as warranted or specified or are not in accordance with submitted samples; (e) the shipment is made upon different terms from those specified herein; (f) Seller violates any applicable statute, regulation, ruling or order, or (g) Seller is in breach of warranty or contract or in default in any other way. Written notice of Buyer's rightful cancellation shall relieve Buyer of all obligations hereunder to Seller.

2. **Warranties:** By accepting this order and by shipping as herein requested, Seller agrees and warrants that the materials sold hereunder—

- (a) are free from any claim of any third party, including infringement claims;
- (b) comply with the specifications and descriptions on the face hereof and are equal to the samples, if any, upon which this order is based;
- (c) are true net weight, measure, contents and sizes as per U.S. Government and state standards;
- (d) are merchantable;
- (e) are free from patent and latent defects;
- (f) are fit for the particular purpose for which Buyer intends to use the material, if Seller knows or has reason to know such intent; and
- (g) are produced, packaged, labeled and shipped in compliance with all applicable Federal and state laws and regulations including the Fair Labor Standards Act of 1938, as amended, and Executive Order No. 11246 when applicable.
- (h) does not infringe the claims of any U.S. or foreign patent or trademark.

All warranties shall be continuing.

3. **Indemnification:** Seller agrees to indemnify and hold harmless the Buyer, its agents and employees, from any and all liability, loss, damage and expense (including attorney's fees) sustained by reason of Seller's breach of warranty or contract of Seller's failure to exercise due care. All indemnifications shall be continuing.

4. **Rights and Remedies:** The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein or by law. It is agreed that in the circumstances herein and by law provided entitling Buyer to cancel, Buyer may—

- (a) reject shipment and return all materials at Seller's expense;
- (b) return at Seller's expense all materials received or accepted; or
- (c) retain materials which comply with the terms and conditions herein provided and return any other materials at Seller's expense.

Nothing herein shall limit Buyer's right to damages. Buyer's failure to inspect, failure to reject and return materials, or failure to notify Seller of complaint, shall in no way affect the liabilities and obligations of the Seller.

5. **Prices, Quantity and Terms of Payment:** No change in any unit price, quantity or term of payment, as specified herein, shall be made without Buyer's approval. If the price and/or terms of payment are not specified herein, shall be made without Buyer's approval. If the price and/or terms of payment are not specified herein, the same shall be the Seller's prevailing price and/or terms of payment at the date of shipment. In any case, Seller agrees to decrease prices to reflect any price declines occurring on or before actual date of shipment. In no case shall the price include charges for packaging handling, shipping or other special charges and taxes, assessments and similar charges not customarily paid by Buyers without Buyer's approval. Any manufacturer's excise tax included in or added to the prices paid by Buyer for materials sold hereunder shall be refunded by the Seller to Buyer to the extent such tax is hereafter refunded to Seller.

6. **Entire Contract:** The terms and conditions contained in the Seller's Purchase Order shall constitute the entire contract of sale and purchase of the materials sold hereunder. All questions relating to the validity, interpretation of performance of this contract shall be determined in accordance with the laws of the State of Illinois relating to contracts made or to be performed in that State.