

1. **Formation of Contract.** In the absence of conflicting terms and conditions in a written agreement signed by Buyer (or any of its affiliates) and Seller, this purchase order ("PO") contains Buyer's offer to Seller for "Goods" or "Services", and becomes a binding contract on the terms and conditions set forth herein when accepted by Seller either by acknowledgment or the commencement of performance. No revision of this PO shall be valid unless made in writing by Buyer. No condition stated by Seller in accepting or acknowledging this PO shall be binding upon Buyer if inconsistent with or in addition to the terms and conditions herein unless expressly accepted in writing by Buyer.
2. **Price.** Unless otherwise agreed to in writing between the parties prior to shipment of Goods or commencement of Services, the price shall be fixed as it appears on this PO.
3. **Payment Terms.** Seller shall issue an original invoice, which shall include Buyer's PO number, line item number, quantity, description of Goods or Services, unit price, sales and use tax (if applicable), terms and discounts. Seller shall process their invoice in accordance with the instructions on the PO. Seller shall not issue any invoice prior to the actual delivery date of Goods or Services. Unless freight or other charges are itemized, Buyer may take any offered discount on the full amount of the invoice. Payment due date, including discount periods, shall be computed from the later of the actual delivery date of Goods or Services or the date of Buyer's receipt of a correct invoice.
4. **Delivery of Goods.** Seller:
  - A. Shall pack Goods to prevent damage and deterioration. No charges will be allowed for packing or packaging unless stated. Unless this PO specifies otherwise, the price includes shipping charges for Goods sold F.O.B. destination. Buyer may charge Seller, or take credit on the applicable invoice, for damage to or deterioration of any Goods resulting from improper packing or packaging.
  - B. Shall consolidate Goods shipped by Seller on the same day on one Bill of Lading or Airbill, unless Buyer authorizes otherwise.
  - C. Shall not deliver Goods prior to the scheduled delivery dates, or in multiple shipments, unless authorized by Buyer. Late deliveries may be cause for a price reduction, or cancellation pursuant to Section 11 below, at Buyer's discretion. Buyer shall, at no additional cost, retain Goods furnished in excess of the specified quantity or in excess of any allowable overage unless, within 30 days of shipment, Seller requests return of such excess. In the event of such request, Seller shall pay or reimburse Buyer for costs associated with storage, handling, packaging and shipping to return the excess.
  - D. Waives express notice of any hazardous or other condition or conditions (latent or patent) which may exist in, upon, or about the Buyer's premises, and agrees Seller's agents and employees assume all risks of such condition(s).
  - E. Agrees that Seller's agents and employees will strictly abide by all safety rules and other instructions or requests furnished by Buyer when on Buyer premises.
  - F. Agrees to indemnify, hold harmless, and take up the defense of Buyer from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from damage or loss that occurs during Seller's presence on Buyer's premises.
5. **Services.**
  - A. All Services shall be performed in a timely, professional, safe, and workmanlike manner in accordance with the requirements of this PO and all applicable laws, rules, codes, and regulations. Seller's employees shall have the experience and qualifications necessary for the proper performance of the Services in a professional manner.
  - B. Subject to any exclusions set forth in this PO, Seller shall furnish and be exclusively responsible for, all tools, vehicles, equipment, or other personal property necessary for the performance of the Services.
  - C. Unless otherwise directed by Buyer, Seller shall commence performance of Services immediately upon receipt of this PO, and achieve completion of the Services by the specific date set forth in this PO. If Seller is unable to timely perform the Services by the dates set forth in this PO for reasons not attributable to Buyer, then only upon prior approval from Buyer: (i) such dates may be equitably extended, or (ii) Seller may incur overtime charges.
  - D. Buyer shall exclusively own all right, title, and interest in any deliverable tendered as part of Services, including all works or authorships that arise out of Services. Seller warrants that Buyer shall have the exclusive right to copyright, reproduce, or publish, without restriction or limitation, any deliverable or component thereof. All work created under this PO shall be considered "work for hire" under all copyright laws.
6. **Acceptance and Rejection.**
  - A. Buyer shall accept Goods or Services or give Seller notice of rejection within a reasonable time after receipt of Goods at destination or upon completion of Services. No inspection, test, delay, or failure to inspect or test, or failure to discover any defect or other nonconformance, shall relieve Seller of any obligations under this PO or impair any rights or remedies of Buyer or Buyer's customer.
  - B. If Seller delivers nonconforming Goods or Services, Buyer may, at its option and at Seller's expense: (i) return Goods for credit or refund; (ii) not pay for Services, or require return of any pre-payment for Services, (iii) require Seller to promptly correct or replace Goods or re-perform Services; (iv) correct Goods; or (v) obtain replacement Goods from another source. Seller shall not redeliver corrected or rejected Goods without disclosing to Buyer the former rejection or requirement for correction.
7. **Warranties and Indemnification.** In addition to any standard warranty or guaranty of Seller, Seller further expressly warrants that all Goods ordered to specifications will conform thereto and to the drawings, samples or other descriptions furnished or adopted by Buyer and further expressly warrants that all Goods furnished under this PO: (i) shall be free from defects in materials and workmanship; (ii) are of merchantable quality and are fit and safe for the purpose for which purchased or apparently intended by Buyer or Buyer's customer; (iii) have been manufactured, packaged, labeled and are now being furnished in compliance with all applicable federal, state and local laws, including, but in no way limited to, the Consumer Products Safety Act, the Fair Labor Standards Act, the Federal Food, Drug & Cosmetic Act and the National Traffic and Motor Vehicle Safety Act of 1966; (iv) are being conveyed by Seller's good and rightful title, and will be delivered free from any security interest or other lien or encumbrance of any third person or any rightful claim of any third person; and (v) do not infringe on any United States or foreign trademark, patent or other intellectual property rights of any third person. These warranties shall run to Buyer, its successors and assigns, and Buyer's customers. Further, Seller will indemnify, defend and hold harmless Buyer, its successors and assigns, and Buyer's customers (collectively called "Indemnified Parties") from any and all such claims, suits, actions, awards, including, but not limited to, awards based on intentional infringement of patents known to Seller at the time of such infringement, exceeding actual damages and including attorneys' fees and/or costs, liabilities, damages, costs and attorneys' fees (collectively called "Claims") related to the actual or alleged infringement of any United States or foreign intellectual property right, and arising out of the manufacture, sale or use of Goods by Indemnified Parties. Indemnified Parties will duly notify Seller of any such Claims; and Seller will, at its own expense, fully defend such Claims on behalf of Indemnified Parties.
8. **Insurance.** In order to secure the indemnity provisions of Section 7 above, Seller hereby agrees:

To maintain, during the term of this PO, the following insurance coverage:  
Comprehensive or Commercial General Liability Insurance, including Products Liability coverage and Broad Form Vendors Endorsement, on an occurrence basis, including contractual liability insurance, with limits not less than \$1,000,000. Prior to the furnishing of Goods or Services, Seller will furnish Buyer, c/o Insurance Department, P. O. Box 119, Maumee, OH 43537, a Certificate of Insurance, stipulating that Seller has in force all coverages required above, in the limits set out above, naming Buyer, its subsidiaries and affiliated companies, its employees and its agents, as Additional Insureds. Buyer, c/o the Insurance Department, P. O. Box 119, Maumee, OH 43537, shall have thirty (30) days prior written notice of any cancellation, material change, reduction of coverage or non-renewal of coverage.
9. **Prohibition Against Forced Labor, Child Labor and Trans-Shipment.** Seller certifies, represents and warrants that Goods are not mined, produced, manufactured, assembled or packaged by the use of forced labor, prison labor or forced or illegal child labor and that Goods were not trans-shipped for the purpose of mislabeling, evading quota or country of origin restrictions or for the purpose of avoiding compliance with forced labor, prison labor or child labor laws.

10. **Taxes.** Unless this PO specifies otherwise, the prices reflected herein include, and Seller is liable for and shall pay, all taxes, impositions and charges imposed on or measured by this PO except for sales and use taxes for which Buyer specifically agrees to pay and which are separately stated on Seller's invoice. Prices shall not include any taxes, impositions or charges for which Buyer has furnished a valid exemption certificate or other evidence of exemption.
11. **Cancellation.** Buyer may cancel, at no charge from Seller, all or any part of this PO:
  - A. At any time prior to shipment of Goods or performance of Services.
  - B. If Seller fails to deliver Goods or Services within the time specified by this PO or any written extension.
  - C. If Seller fails to perform any other provision of this PO.
  - D. In the event of Seller's suspension of business, insolvency, appointment of a receiver for Seller's property or business, or any assignment, reorganization or arrangement by Seller for the benefit of its creditors.
  - E. In the event any force majeure of Buyer, which includes, but is in no way limited to, lockouts, strikes, riots, war, fire, civil insurrection, flood, earthquake, or any other casualty or cause beyond Buyer's control, which might reasonably tend to impede or delay the reception, handling, inspecting, processing or marketing of Goods or acceptance of Services.
12. **Assignment, Delegation and Subcontracting.** Seller shall not assign any of its rights or interests in this PO, or subcontract all or substantially all of Seller's performance of this PO, without Buyer's prior written consent. Seller shall not delegate any of its duties or obligations under this PO. No assignment, delegation or subcontracting by Seller, with or without Buyer's consent, shall relieve Seller of any of its obligations under this PO.
13. **Setoff.** Buyer, its subsidiaries and affiliates may set off against amounts payable under this PO all present and future indebtedness of Seller to Buyer arising from this or any other transaction, whether or not related thereto.
14. **Rights, Remedies and Severability.** No failure, delay or forbearance of either party in insisting upon or enforcing any provisions of this PO, or in exercising any right or remedy under this PO, shall be construed as a waiver or relinquishment of any such provision, right or remedy; rather, the same shall remain in full force and effect. The rights and remedies set forth in this PO are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity. If any provision of this PO is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.
15. **Governing Law.** This PO shall be governed by the laws of the state of Ohio