

TERMS AND CONDITIONS OF ORDER

1. Purchaser's order number must be shown on all packing cases, invoices, packing lists, express receipts, bills of lading and correspondence. Original bill of lading and invoice must be mailed on day of shipment.
2. All shipping instructions must be adhered to when specified. Collect transportation charges in excess of lowest published rail or motor carrier rate will be charged back to Seller. No C.O.D. shipments will be accepted nor will drafts be honored unless previously agreed to in writing. No charge will be allowed for boxing or packing or storage unless previously agreed to in writing.
3. Seller shall promptly notify Purchaser of any delay, or of any anticipated delay, in delivery. Time is of the essence and delivery must be made upon the date indicated.
4. Seller agrees to be liable for and to pay any taxes now or hereafter imposed on Seller by law, or upon Seller's activities, or upon or on account of the purchased materials or equipment, or sale, transportation, first storage of use thereof (as those terms are used in sales and use tax laws), or upon this transaction of any element thereof, or upon the gross receipts or income derived from this transaction or from the seller's business of which this transaction is a part.
5. Acceptance of this order by the Seller will take place within ten (10) days, unless notice to the contrary is made in writing to the Purchaser by the Seller.
6. In accepting this order Seller guarantees that all services, materials or equipment to be supplied hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938 as amended.
7. Seller shall comply with all applicable federal, state and local laws, rules and regulations and agrees to hold Purchaser harmless from all liability resulting from failure of such compliance.
8. Seller warrants that it is legally authorized to sell and deliver the services and materials or equipment described herein, that the prices hereunder shall not exceed any applicable maximum established by any governmental agency and in effect at the time of transfer of title to Purchaser, and that if any such maximum price has been exceeded, Seller shall, to conform to the applicable price requirements, retroactively reduce the pertinent price and refund to Purchaser all excess payments made.
9. Purchaser shall receive the benefit of any price reductions which Seller may make in its established selling prices for the services, materials or equipment described herein, and Purchaser shall in no event be charged higher prices therefore than Seller's other similarly classified customers, who take delivery in substantially similar amounts.
10. Services, materials and equipment delivered hereunder shall comply with applicable specifications, drawings, standards and/or samples. All services, materials and equipment supplied hereunder are subject to inspection and approval by Purchaser, and Purchaser reserves the right to reject and to return or to hold for the Seller's account and risk, any services, material or equipment which are defective or not in compliance with applicable specifications. Seller warrants that purchased services, materials or equipment called for by this order will be free from defects in material and workmanship and will be suitable for the purposes for which sold to Purchaser. Materials or equipment rejected will be returned to Seller, at Seller's expense for transportation both ways and no replacement or substitution shall be made unless so authorized. This warranty shall survive any inspection, delivery, acceptance, or payment by the Purchaser for the services, materials or equipment.
11. Certification of Adherence to Quality Requirements. If requested by Purchaser, Seller shall certify no less than annually. Its adherence to the Supplier Quality Requirements of Purchaser by separate certification.
12. Seller is responsible for and will make good any defects in the services, materials, or equipment supplied hereunder which are discovered within six months or longer as stipulated on the face of this order, from Purchaser's receipt thereof, in the case of services, materials or in the case of equipment, from the date of putting such equipment into operation.
13. Seller warrants that the use or sale of the services, materials or equipment supplied hereunder will not infringe the claims of any patent, but does not warrant against infringement by reason of the use hereof in combination with other services, materials or equipment or in the operation of any processes. If any suit is instituted against Purchaser for infringement of any Letters Patent alleging that the purchased services, materials or equipment infringe any such patent or were manufactured by a process which infringed any such patent. Seller shall at its own expense defend such suit against such allegations and shall pay any award of damages assessed against Purchaser. Seller shall defend, indemnify and hold harmless Purchaser and its affiliates against any claims, demands or actions arising out of the performance of the Purchase Order by Seller which arise out of an actual or alleged injury to person, damage to property, economic loss or violation of law or ordinance.
14. Seller is responsible for any services, materials, tools and equipment furnished by Purchaser for use or fabrication by Seller in connection with this order. Seller will reimburse Purchaser for the full value of all such items lost or damaged, while in Seller's possession or not returned by Seller to Purchaser.
15. RENEGOTIATION-Where order is marked "Subject to Renegotiation", the prime contract to which this order or subcontract pertains is subject to the Renegotiation Act. It is agreed that this order or subcontract hereby incorporates by reference and shall be deemed to contain all of the provisions required by the Renegotiation Act. Seller agrees to give such notices of every kind as may be required of him, and to insert such appropriate provisions in all contracts or purchase orders hereunder, as are required by the Renegotiation Act and the regulations adopted thereunder.
16. Equal Employment Opportunity; The provision of the Secretary of Labor, Executive Order No. 11246 of September 24, 1965, and section 204 of the Executive Order 11246 of September 24, 1965, respectively, are hereby incorporated by reference; and the Seller represents, by acceptance of this Purchase order, that he will comply with such Executive Order and Rules and Regulations, and amendments thereto, to the extent that same are applicable to the manufacture and/or sale of goods purchased hereunder.
17. The terms and conditions set forth on the face and back hereof and attached hereto by the Purchaser constitute the entire agreement between the parties for the services, materials or equipment when accepted by any acknowledgement or commencement of performance and no other terms or conditions which Seller may submit to Purchaser shall in any way or under any conditions apply. References hereon to documents or other information from Seller are for identification only and form no part of said final agreement except as specifically indicated to the contrary. No change, modifications, limitation, waiver, termination, rescission or discharge of the present agreement shall be binding on Purchaser unless in writing and executed by a duly authorized officer or employee of Purchaser. This order or any part hereof is not to be assigned or subcontracted by Seller to others without prior written consent of Purchaser. The Purchase Order and its Terms and Conditions shall be the exclusive agreement between the Parties and supersedes all prior agreements, written or oral.
18. Insolvency; The Purchaser may cancel any unfilled portion of the Purchase Order in the event of the Seller's insolvency.
19. The contract as evidenced by the purchase order and acceptance shall be governed by the laws of the State of Ohio.
20. All purchased products or materials used in product shall conform to applicable regulatory requirements.
21. INDEMNITY AGREEMENT: To the fullest extent permitted by law, the subcontractor/supplier shall indemnify and hold harmless (General Extrusions International LLC) and all of its agents and employees from and including but not limited to attorneys fees, arising out of or resulting from the performance of the subcontractor / supplier's under this contract.
22. Seller shall keep confidential any technical, processing or economic information derived from drawings, specifications and other data furnished by Purchaser. Seller shall not divulge directly or indirectly such information for the benefit of any other party without the prior written consent of Purchaser.