

## TERMS AND CONDITIONS OF PURCHASE

Upon acceptance of any Metal Master purchase order, Seller agrees to the following:

1. Acceptance of the order constitutes an agreement as to price, terms, and conditions specified. No agreement other than that shown on this order shall be binding unless in writing and signed by both parties hereto.
2. The Seller shall be responsible to provide packing slips/shippers with delivery which include, without exception, the Buyer's purchase order number, the Buyer's part number, an itemized description of the material delivered, and/or services performed.
3. The Seller shall be responsible to include the following information on his invoice to the Buyer: Buyer's purchase order, the Buyer's part number, Seller's shipper number, quantity, and complete itemized description of the material delivered and/or services performed.
4. The Seller shall be responsible to provide copies of express receipts, bills of lading, freight bills, and packing slips/shippers showing proper description, complete routing, car number, weights and rates, the amounts of freight prepaid with their invoice.
5. The Seller shall be responsible for showing cash discount on face of invoice. Invoice subject to discount will be calculated from date invoice is received at this office.
6. Separate invoices are required and must be rendered for each purchase order.
7. Seller warrants that the use or sale by the purchaser of material specified herein will not subject purchaser to charges of patent infringement and further agrees to hold purchaser harmless against any and all results of such charges.
8. Indemnity: Seller hereby agrees to defend, indemnify and hold Buyer, its successors, assigns, agents, customers and users of the goods harmless from and against loss, damage, or liability, including costs and expenses, which may be incurred on account of any suit, claim, judgment or demand involving infringement or alleged infringement of any patent, trademarks, copy-rights, trade secrets, licenses or other rights of third parties by the manufacture, use and/or disposition of any goods supplied hereunder, provided Buyer shall notify Seller of any suit instituted against it and, to the full extent of its ability to do so, shall permit Seller to defend the same or make settlement in respect thereof. If Buyer is providing specifications Seller waives any rights it might have pursuant to Section 2-312 of the Uniform Commercial Code.
9. Seller warrants that all items furnished will be free from defects in material and workmanship. Buyer shall have the right but not the obligation to inspect and test and/or reject any and all items and take corrective measures at Seller's expense.
10. Defective Material: The Seller agrees that Seller will accept responsibility for all goods shipped which are subsequently deemed defective. Further, the Seller will accept charges from the Buyer for the value of all defective material and the Buyer's charges for labor and overhead incurred or other processing costs incurred on defective material.
11. Price increases or extra charges under this order will not be permitted except on specific authority of the buyer.
12. Delinquency in delivery or otherwise unsatisfactory service will be considered cause for cancellation and/or rejection, at no expense to Buyer.
13. Buyer may terminate this contract in whole or in part upon notice in writing to Seller.
14. Insolvency: Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following, or of any other comparable event: insolvency of the Seller; the filing by the Seller of a voluntary petition in the bankruptcy; the filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from the date of filing; the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; or the execution by Seller of an assignment for the benefit of creditors.
15. By acceptance of this purchase order the Seller or contractor agrees that all persons employed or engaged in carrying out the terms of this purchase order, including (but not limiting the terms hereof) all persons entering upon the plant, vessel or other property of the Buyer or its assigns for the purpose of delivering, installing, inspecting, repairing or estimated supplies, material or work required by the terms of this purchase order, shall be considered servants of the seller or contractor or sub-contractor there under and not of the Buyer, consignee or owner, and that the Seller or contractor shall hold the Buyer, consignee, or owner harmless from all liability resulting from any claim for accident to or death of any such persons including liability for compensation under any workman's compensation act applicable, either state or federal, whether any such claim arise or be caused by negligence or otherwise of the Seller, contractor, its agents or employees, or any sub-contractor, person or corporation.
16. Government Regulations: Seller agrees to comply with all applicable Federal, State or local laws, rules, regulations, or ordinances. "The Seller warrants by accepting this purchase order that the goods and/or services covered therein have been produced and/or rendered in compliance with the requirements of the Fair Labor Standards Act of 1938 (Federal Wage and Hour Law) as amended including the requirements as to records and that the Seller is an Equal Opportunity Employer."