

ANDERSON INTERNATIONAL CORP
4545 BOYCE PARKWAY
STOW, OHIO 44224 U.S.A.
TERMS AND CONDITIONS

1. **ACCEPTANCE:** This Purchase Order must be accepted in writing by Seller by signing and returning promptly to Buyer the Acknowledgment Copy hereof, but if for any reason Seller should fail to sign and return to Buyer the Acknowledgment Copy, the commencement of any work or performance of any services hereunder by Seller shall constitute acceptance by Seller of this Purchase Order and all of its terms and conditions. Any terms proposed in Seller's acceptance of Buyer's offer which add to, vary from, or conflict with the terms herein are hereby objected to and any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If this Purchase Order has been issued by Buyer in response to an offer by Seller, and if any terms herein are additional to or different from any terms of such offer, then the issuance of this Purchase Order by Buyer shall constitute an acceptance of such offer subject to the express condition that the Seller assent to such additional and different terms herein and acknowledge that this Purchase Order constitutes the entire agreement between Buyer and Seller with respect to the subject matter hereof and the subject matter of such offer, and Seller shall be deemed to have so assented and acknowledged unless Seller notifies Buyer to the contrary in writing within 10 days of receipt of this Purchase Order.
2. **PRICES, EXTRA CHARGES:** Prices stated in this Purchase Order apply to all shipments made or services rendered hereunder. Buyer shall have no obligation to honor invoices for goods or services at any increased price unless such increase shall have been confirmed in writing by the Buyer. No charges of any kind, including but not limited to charges for boxing, crating, carting, or storage, will be allowed unless specifically agreed to by Buyer in writing, but damage to any goods because of improper packing will be charged to Seller.
3. **DELIVERY:** The obligation of seller to meet the delivery dates, specifications, and quantities, as set forth herein, is of the essence of this Purchase Order. Deliveries are to be made in quantities and at times specified herein, or if no such quantities or times are specified, pursuant to Buyer's written instructions. Shipment in greater or lesser quantity than ordered may be returned at Seller's expense, unless written authorization is issued by the Buyer. If Seller's deliveries fail to meet Buyer's schedule, Buyer, without limiting its other rights or remedies, may direct expedited routing, and any excess cost incurred thereby shall be charged to Seller. Buyer may in accordance with Paragraph 13 hereof, cancel all or part of this order in the event Seller fails to deliver goods as scheduled herein. Buyer shall not be liable for Seller's commitments or production arrangements in excess of the amount, or in advance of the time, necessary to meet Buyer's delivery schedule.
4. **INSPECTION:** The goods and all parts, material and workmanship entering into the performance of this Purchase Order shall be subject to inspection, tests and count by Buyer at any time or place in the discretion of the Buyer, whether during or after manufacture. If any of the goods shall be defective in material or workmanship or otherwise not in conformity with the requirements of this Purchase Order, Buyer, in addition to its other rights, may reject the same for full credit or may re-work the same at Seller's expense or require prompt correction or replacement thereof at Seller's expense. Any goods rejected by Buyer shall be at Seller's risk and expense and shall not thereafter be tendered for acceptance without the written consent of Buyer. The packaging and handling expense incidental thereto and the applicable transportation costs or charges will be charged to Seller's account. Nothing herein shall release Seller of the obligation to make full and adequate testing and inspection of goods sold hereunder.
5. **WARRANTY:** Seller expressly warrants that all goods or services ordered as provided hereunder will conform in all respects with the specifications, drawings, samples and other descriptions furnished, published or adopted by Buyer, will be merchantable and free from any defects in material, design and workmanship. Seller further warrants that all goods purchased hereunder which are manufactured in accordance with Seller's specifications shall be fit and sufficient for the purposes for which they are intended. In addition to any other remedies Buyer may have, Buyer may reject goods not conforming to the foregoing warranties, whether or not such goods shall have been previously delivered to Buyer or any prior payment been made thereon. If such goods are rejected, Buyer shall by writing so notify Seller, and Buyer at its option and at the expense and risk of Seller, may either return such rejected goods to Seller or hold them for such disposal as Seller shall indicate, without notice to any other person whatever; notwithstanding any assignment by Seller of the order or of any sums hereunder. Any payments made on such rejected goods shall be immediately returned to Buyer. The Seller agrees that the foregoing warranty shall survive delivery of, acceptance of, and payment for the goods, materials or services provided hereunder.
6. **INDEMNIFICATIONS:** Seller agrees to indemnify and save harmless Buyer from and against all losses, liabilities or claims for injuries or damages to any person or property, whether on account of negligence or otherwise, arising out of or in any way related to Purchase Order, the breach hereof or the delivery, condition, use or operation of the goods or services purchased hereunder, whether such goods or services are in the same mode as when delivered hereunder or whether they have been used in the manufacture of, and become part of, equipment or machinery sold by Buyer to third parties, and further from and against any judgment, settlement, penalty, loss, costs, expenses, liability, damage or injury, including legal fees and disbursements, that Buyer may directly or indirectly sustain, suffer or incur as a result thereof. Seller further agrees to and will assume on behalf of Buyer, upon its demand (without regard to the real or apparent merits of said action), the defense of any private or governmental action which may be brought against Buyer, and the amount of any judgment or penalty that may be assessed or entered against Buyer in or by reason of any such action.
7. **COMPLIANCE WITH LAWS:** Seller represents and warrants that no law, rule, regulation or ordinance of the United States, a state or local government, any other governmental agency, or applicable foreign law, has been violated in the manufacture or sale of the items or in the performance of the services covered by this Purchase Order including the Equal Employment Executive Order 11246 and, Seller, will indemnify and hold Buyer harmless from any loss, cost or damage as a result of any such actual or alleged violation.
 - (a) **Safety and Health Regulations:** Seller represents and certifies to Buyer that any and all services performed and any goods delivered under this Purchase Order shall comply with all requirements of the Occupational Safety and Health Act of 1970, as amended, and all regulations, rules, standards and orders adopted pursuant to that Act, and shall comply with all requirements of any applicable health or safety statutes or regulations of any state or local government having jurisdiction in the location from or to which such items are to be shipped or at which such work is to be performed pursuant to this Purchase Order. Seller agrees to indemnify and hold harmless Buyer against any and all claims, losses, damages, fines, penalties, costs and expenses assessed against or incurred by Buyer as a result of Seller's failure to comply with such Act, statutes or regulations, and with all rules, standards or orders issued hereunder, or for the failure of the goods or services furnished under this Purchase Order so to comply.
 - (b) **Fair Labor Standards Acts:** Seller represents and warrants, that the goods to be furnished hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and Seller shall include in all invoices a certificate that the goods covered by the invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.
8. **PATENTS:** Seller warrants that the goods specified herein and their sale or use alone, or in combination according to Seller's specifications or recommendations, if any, will not infringe any United States or foreign patents. Seller shall indemnify and hold harmless Buyer and anyone selling or using any of Buyer's products against all judgments, decrees, costs and expenses resulting from any alleged infringement; and Seller shall, upon request of Buyer and at Seller's own expense, defend or assist in the defense of any action which may be brought against Buyer or those selling or using any of Buyer's products by reason of any such alleged infringement. In case the goods are held to constitute infringement and their use is enjoined, the Seller shall, at its own expense, either procure for the Buyer the right to continue using such goods, modify them so they become non-infringing or remove them and refund the purchase price thereof.
9. **CHANGES:** The Buyer may at any time, by written order, make changes within the general scope of this Purchase Order, in any one or more of the following (a) applicable drawings, designs or specifications; (b) method of shipment or packing; (c) place or time of delivery, including temporary suspension of shipments; and (d) materials, methods or manner of production, or final product; and Seller shall comply therewith. If any such change causes an increase or decrease in the cost of or time required for performance relating to this Purchase Order, an equitable adjustment shall be made in the order price or delivery schedule or both, and the order shall be modified in writing accordingly. Any claim by Seller for adjustment hereunder must be asserted within 10 days from the date of receipt by Seller of the notification of change; provided, however, that such period may be extended upon the written approval of Buyer. Nothing in this clause, however, shall excuse Seller from proceeding with the order as changed or modified.
10. **ASSIGNMENT:** No right or obligation under this Purchase Order, including the right to receive monies due or to become due hereunder, shall be assigned by Seller without the prior written consent of Buyer, and any purported assignment without such consent shall be void.
11. **SUBSTITUTIONS; EXTRAS:** No substitutions of materials or accessories may be made without Buyer's written consent. No charges for extras will be allowed unless such extras have been ordered in writing by Buyer and the price agreed upon.
12. **USE AND DISCLOSURE OF INFORMATION:** Seller agrees that all information heretofore or hereafter furnished or disclosed to Buyer by Seller, in connection with the placing or filling of this Purchase Order, is furnished or disclosed as part of the consideration of this Purchase Order, that such information is not, unless otherwise agreed to in writing by Buyer, to be treated as confidential or proprietary, and that Seller shall assert no claims (other than for patent infringement) by reason of the use or disclosure of such information by Buyer, its assigns or its customers. Seller shall keep confidential all information, drawings, specifications, or data furnished by Buyer, or prepared by Seller specifically in connection with this Purchase Order. Materials purchased hereunder with Buyer's specifications or drawings shall not be quoted for sale or in any other manner advertised or published to others without the Buyer's prior written authorization; nor shall Seller publish the fact that it has furnished or contracted to furnish Buyer the goods, materials or services herein mentioned without the prior written consent of Buyer. Any specifications, drawings, samples or other data furnished by the Buyer or any other information gained by the Seller in connection with this Purchase Order shall remain Buyer's property and shall be returned to it upon request.
13. **TERMINATION (DEFAULT-CANCELLATIONS):** Buyer reserves the right, by written notice of default to Seller, to cancel this Purchase Order without liability to Buyer if any of the following occur: (a) Seller becomes, (b) Seller files a voluntary petition in bankruptcy, (c) an involuntary petition is filed against Seller, (d) a receiver or trustee for the benefit of the creditors of Seller is appointed, or e Seller makes an assignment for the benefit of its creditors. If Seller so fails to make progress as to endanger performance under this Agreement in accordance with its terms, the Buyer reserves the right, without any liability to Buyer, upon giving Seller written notice and allowing Seller reasonable time to remedy such deficiency, to (1) cancel this order in whole or in part by written notice to seller; or (2) obtain the goods ordered herein from another source with any excess costs resulting there from chargeable to Seller, if such deficiencies are not remedied. In the event of Seller's default or apparent inability to perform this Order, Seller agrees, upon demand by Buyer, to deliver to Buyer the raw materials and work in process acquired in order to perform under this Order, and Buyer may then complete the work, deducting the costs of such completion from price, or in the alternative, pay to the Seller the reasonable cost of such raw materials and work in process. Buyer agrees to accept goods which were ready for shipment prior to the cancellation or notification, subject to the provisions set forth in Paragraphs 4, 5 and 9 hereof, provided that such goods are free and clear from all encumbrances.
14. **REMEDIES; DAMAGES:** The remedies herein set forth shall be cumulative and additional to any other or further remedies provided at law or in equity. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach or of such provision. In no event shall Seller be entitled to anticipatory profits, loss of profits, or to special or consequential damages.
15. **CHOICE OF LAW; JURISDICTION:** This Purchase Order, the contract based thereon, and any questions with respect to the construction or interpretation of either, or the performance by either party shall be governed by and determined in accordance with the laws of the State of Ohio, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Purchase Order. Seller consents to the exclusive jurisdiction and venue of Federal and state courts in the State of Ohio as the exclusive forum for resolution of disputes.