



**DOCUMENT NUMBER AMGTAC00815
TERMS AND CONDITIONS OF PURCHASE**

1. Contract:

The manufacture or delivery of the goods or the performance of the service described on the face of this purchase order will constitute an acceptance by Seller of this order and all of the terms and conditions contained in this purchase order. By manufacturing or delivering such goods or performing such services, Seller waives any and all terms and conditions of its quotation, acknowledgement, invoice or other form which are inconsistent with the terms and conditions contained in this purchase order and all previous quotations or proposals are superceded by this purchase order. This purchase order is non-assignable by Seller.

2. Delivery Schedules:

Time is of the essence. In accepting this order, Seller agrees to perform this order and make deliveries hereunder in strict conformity with the specifications furnished by Buyer. Deliveries are to be made both in quantities and at times specified in schedules furnished by Buyer and shall not be excused by Seller's inability for payment for material or items from its usual sources. Buyer will have no liability for payment for material or items delivered to Buyer which are in excess of quantities specified in the delivery schedules. Buyer may from time to time change delivery schedules or direct temporary suspension of scheduled shipments

3. Containers, Packing Slips & Invoices:

- a. Identify each container, packing slip and invoices with Buyer's purchase order number, quantity and Seller's name.
- b. A packing list must accompany each shipment. When multiple packages comprise one shipment, the package containing the packing slip must be marked "Packing Slip Inside."
- c. Issue individual invoices for each shipment.
- d. Payment of invoices may be withheld without losing cash discount, if receipt of invoices is delayed or if there are errors or omissions on invoices.
- e. No charge shall be made by Seller for boxing, packing or cartage unless by written agreement. Seller will pay any additional charges for express shipments to meet delivery dates.

4. Changes and Terminations:

- a. Buyer reserves the right to make changes to this order in writing at any time, including but not limited to, any one or more of the following: (a) shipping schedules, including the ability to direct their temporary suspension or reschedule deliveries upon a failure to ship at the time previously specified; (b) place of delivery; (c) methods of shipment and packing.
- b. Buyer reserves the right to cancel this purchase order, or any portion thereof, if not filled in accordance with the terms and conditions stated therein.

5. Patents

Seller shall protect, indemnify and hold harmless Buyer, its officers, employees and agents from and against all claims, damages, judgments, losses and expenses, arising from the infringement, alleged infringement, or violation of the right of any entity or person under any patent occurring in, arising out of, or in connection with the goods furnished pursuant to this order. Seller shall not be obligated as to such claims or suits when Buyer has specified the particular thing constituting the infringement, alleged infringement or violation provided. Seller has no knowledge that such specification constitutes an infringement, alleged infringement or violation.



6. Legal Compliance:

Seller warrants that acceptance of this order and each delivery made hereunder shall constitute a certification that Seller has complied, and during its continued performance under this order will comply with all applicable federal, state and local laws, orders and regulations, including, but not limited to, the Fair Labor Standards Act of 1938, as amended, all regulations of the U.S. Department of Labor and Executive Order 11246, as amended.

7. Inspection and Reservation of Rights:

All articles shall be received subject to Buyer's inspection, approval and any of his other rights and remedies. Where payment may be required before Buyer has a reasonable opportunity to inspect the articles tendered, such payment shall not constitute an acceptance by the Buyer. Buyer reserves the right to reject and to refuse to accept goods or services which are not in accord with the terms of this order or do not conform to Seller's warranties. Buyer expressly reserves the rights and remedies available to it at law and in equity, including, but not limited to its rights and remedies under the Uniform Commercial Code.

8. Assignment

This purchase order and any payments to be made hereunder shall not be assigned or transferred by Seller or Buyer without the express written consent of the other party.

9. Warranty

In addition to any other warranties which may be given by Seller to Buyer, Seller warrants that all goods, equipment, labor and services to be furnished under this order (a) conform to Seller's description, affirmations, and promises, whether in writing or implied orally; (b) conform to samples and models furnished by Seller or specified by Buyer; (c) conform to Buyer's specifications; (d) are of good material and workmanship and free from defects; (e) are of merchantable quality; and (f) are fit for any ordinary or known particular purpose of the Buyer.

10. Indemnity & Liability for Injury

- a. If Seller is required by the terms of this purchase order to perform any work on Buyer's premises, or on the premises of the Buyer's customer, Seller agrees that it shall have absolute and sole responsibility for any damages or injuries to persons or property, including Buyer's employees and property, caused directly or indirectly by Seller, its agents, or employees and that Seller shall save harmless and indemnify Buyer from and against any liability for such damage and injuries.
- b. Before commencing such work, Seller shall furnish Buyer a certificate of insurance showing that Seller:
 1. Maintains such insurance as will protect it from claims under Workmen's Compensation Acts and other employee benefit acts, in the state where work is being performed.
 2. Carries its own name Public Liability policies of insurance with limits of liability for bodily injury of not less than five hundred thousand dollars (\$500,000) for each person and five hundred thousand dollars (\$500,000) for each occurrence, and same limits for property damage. These Public Liability policies of insurance shall include coverages for Contractual Liability Insurance, Products Completed Operations and Comprehensive Coverage.
 3. Carries General Comprehensive Automobile and Unowned Automobile Insurance with a combined single limit of not less than five hundred thousand dollars (\$500,000).
 4. Maintains an Umbrella Liability coverage providing an additional ten million dollars (\$10,000,000) of protection in excess of ordinary General Liability and Automobile coverage.



- c. Seller shall protect, indemnify and hold harmless Buyer, its officers, employees and agents from and against all suits, claims, demands, damages and costs in connection with accidents resulting from any services performed pursuant to this order.
- d. In connection with the furnishing of the items and services ordered thereunder, none of Seller's employees, subcontractors or vendors shall be held or construed to be Buyer's employees or agents under the provisions of any federal, state, or local law, regulation, ruling or order, including, but not limited to any Workmen's Compensation or Unemployment Compensation Act. Seller shall save harmless Buyer, its officers, employees and agents from and against all taxes, contributions, or assessments imposed by such act, law, regulation, ruling or order upon the "employer" with respect to persons employed by Seller, or Seller's subcontractors and vendors, in the manufacturing or furnishing of such items and services.

11. Risk of Loss

Seller assumes the risk of loss for any damage, destruction theft, or other impairment of the goods under this purchase order until such time as they are delivered to the Buyer at their designated destination.

12. Origin of Materials

All products supplied pursuant to this order should be of United States origin, where practical.

13. Insolvency

In addition to its other rights, Buyer may cancel this order and or the contract arising under it without liability if Seller is or at any time becomes insolvent, makes an assignment for benefit of creditors, files a voluntary petition in bankruptcy, fails to have an involuntary petition in bankruptcy dismissed within ten days of its filing, or files a petition for reorganization or for an arrangement with creditors.

14. Jurisdiction

The terms and conditions of this purchase order shall be interpreted, construed and enforced according to the laws of the State of Ohio, without giving any effect to any conflict of the laws provisions. If a dispute should arise with regard to the interpretation or performance of this purchase order, the Seller and Buyer hereby agree to expressly submit themselves to the sole and exclusive, personal jurisdiction and venue of the federal and state courts situated in Cincinnati, Hamilton County, Ohio and agree that said venue is appropriate regardless of the doctrine of forum non-convenience.