



PURCHASE ORDER (P.O) TERMS & CONDITIONS

1. **PARTIES TO PURCHASE ORDER.** The term "Buyer" used herein refers to "The WILL-BURT Company," and the term "Seller" refers to the company that the Buyer has chosen to supply the goods or services described in this purchase order. These are the only two parties covered by this agreement.
2. **OFFER.** This purchase order constitutes an offer by the Buyer to buy goods or services according to the description and other terms set forth therein. Any conduct by the Seller which recognizes the existence of this purchase agreement including, without limitation, the commencement of any work, delivery of any goods or performance of any services in accordance herewith shall constitute acceptance of the Buyer's purchase order and all of its terms and conditions. ANY CONDITIONAL TERMS AND CONDITIONS PROPOSED IN THE SELLER'S ACCEPTANCE OF THIS PURCHASE ORDER MUST BE ACKNOWLEDGED AND ACCEPTED BY THE BUYER IN WRITING, EITHER IN THE FORM OF A CHANGE NOTICE TO THE ORIGINAL P.O, OR BY BUYER EXPRESSLY MODIFYING THESE TERMS AND CONDITIONS AND MAKING THEM A PART OF THE ORIGINAL ORDER.
3. **CASH TERMS.** The Buyer's standard cash terms are net forty five (45) days.
4. **QUANTITY.** The quantity of goods stated on the face of the purchase order shall not be increased or decreased without the written consent of the Buyer. When normal industry tolerances apply to any goods being purchased, the Seller shall submit these thresholds to the Buyer for insertion in the P.O. prior to the commencement of work hereunder.
5. **WARRANTY** The Seller expressly warrants that (1) all work, including products, material and designs supplied by them, conforms to the specifications, drawings, samples or other descriptions set forth in the order, and (2) all furnished goods have been made from new, flawless material with excellent workmanship which is free from defects. All work is subject to inspection and acceptance at the Buyer's plant. Both parties understand that payment for goods does not constitute acceptance. Any work which is found defective either before or after acceptance may be rejected and returned to the Seller at the Seller's risk and expense for repair or replacement. If the Seller cannot make repair or replacement in the time required by the Buyer to meet its delivery schedules, the Seller shall grant full credit at the Buyer's request for same. When the Buyer finds it impractical to return defective work for repair or replacement within a reasonable time, the Buyer may perform the necessary repairs and charge the reasonable cost thereof to the Seller. If the Buyer has reason to believe a third party would repair or replace better or more timely than the Seller, the Buyer may engage such third party and impose any cost differential upon the Seller, recoverable either by billing the Seller or withholding payments on amounts due to the Seller, in the Buyer's discretion. The Seller agrees to immediately refund the Buyer any payments made on rejected work.
6. **PRICE WARRANTY.** The Seller warrants that the prices of the items set forth in the purchase order are the lowest prices charged by the Seller to any other customers, including local, state and federal governments, for the same items in like or lesser quantities supplied in total over the life of this agreement.
7. **CHANGES** The Buyer may at any time by written request make changes or additions to the quantities, drawings, specifications, statements of work and other instructions pertaining to the purchase order which increase or decrease the work scope of the Seller. The Seller agrees to proceed with the new work scope per the written directions of the Buyer. The Seller shall submit within thirty days a cost breakdown and written description concerning the specific impact of the change. Price adjustments, upward or downward, and schedule modifications shall be negotiated within thirty days after the Buyer receives the required data from the Seller.
8. **STOP WORK.** The Buyer may, at any time, require the Seller by written notice to stop all or part of the work on its purchase order for up to ninety days. Immediately after receiving notice of the Buyer's stop work notice, the Seller shall comply and take all necessary steps to eliminate any additional incurred costs on the work on the items covered in the purchase order. Either, or both, the purchase order price and delivery schedule may be changed, provided the facts justify such action and the Seller asserts a claim for such adjustment within thirty (30) days after the end of the work stoppage.
9. **TERMINATION.** At any time, the Buyer may partially or totally terminate this purchase order for its convenience by written notice to the Seller. Immediately after receiving a termination notice, the Seller shall stop all work and terminate all purchase orders related to the performance of this purchase order. When the terminated item or items are standard products sold without modification to other customers, no termination costs shall accrue to the Buyer. Whenever the item or items terminated are special products specifically for the Buyer, the Seller shall submit any claims arising out of such termination within thirty days in the form specified by the Buyer.
10. **PACKING.** The Buyer will not allow any charges for packing, boxing, or cartage, unless agreed upon at the time of purchase. The Seller is fully responsible for providing adequate packing for transit. The Buyer will charge the Seller for any damage caused by negligent packing or packaging. Each package must contain a document showing the Seller's name, address, contents of the package and the Buyer's P.O. number.

11. SHIPMENT AND INSURANCE. The Seller shall not insure any shipments or declare any excess valuation on any shipment for the Buyer's account, unless this purchase order specifically requests it. The Buyer will deduct any such costs from the Seller's invoice for failure to conform with these instructions.

12. DELIVERY. Time is of the essence. If the Seller fails to deliver material per the schedule specified herein, the Buyer may partially or totally terminate this purchase order and charge the Seller for any additional expenses incurred for repurchase from another source. The Buyer expressly retains all its rights and remedies provided by law in case of such default and no action by the Buyer shall constitute a waiver of any right or remedy. The Seller shall not be liable by reason of any failure to deliver or delay in delivery due to any cause beyond the Seller's reasonable control and without fault or negligence of the Seller. The Buyer, in the case of material and/or equipment to be furnished by the Buyer to the Seller, shall not be liable by reason of any failure to deliver or delay in delivery due to causes beyond the Buyer's reasonable control and without fault or negligence of the Buyer.

13. ACCEPTANCE This purchase order, together with any specifications, schedules, exhibits, riders, or other writings attached hereto or provided for hereunder or by reference made a part hereof, sets forth the complete and final agreement between the Buyer and Seller in respect to the subject matter hereof. No amendments or modifications of or supplements to the provisions of the purchase order will be valid and binding to the Buyer unless in writing and signed by an authorized representative of the Buyer. In the event of any inconsistency between these terms and conditions and the provisions on the face of the purchase order, or on any supplement attached hereto by Buyer, the provision contained on the face of the order or on such supplement shall control.

14. CERTIFICATE OF COMPLIANCE. The Seller expressly certifies that all work, including products, material and designs, supplied by the Seller, will have been inspected and will comply in all respects with the pertinent specifications and/or drawings, in accordance with the requirements of this order. The Seller further attests that all inspection and/or test results will be available for examination upon request and that where materials or processes are to be procured from others, that evidence of compliance will be retained and that this evidence will be available for examination upon request.

15. VERIFICATION OF PURCHASED MATERIAL. The Buyer and the Buyer's Customer retain the right to visit Seller's facility to review product quality, systems, processes, procedures, policies and other actions that assure delivery of a quality product. This review may include an investigation of Seller's overall system in addition to how product quality is controlled. Such quality audits or verifications performed by the Buyer, do not relieve the Seller from full responsibility for the quality and reliability of the delivered product.

16. INVOICES. The Seller's invoices and original bills of lading or express receipts shall be mailed not any later than the day after each shipment is made. Separate invoices shall be issued for shipments made against different P.O's. Invoice payment dates will be computed from the date of acceptance of the Seller's goods or services, or, from the date invoices are received by the Buyer, whichever is later. Any applicable sales tax, duty, excise tax, use tax, or other similar tax or charge, for which the Buyer has not furnished an exemption certificate must be itemized separately on the Seller's invoice.

17. INDEMNITY Seller shall indemnify, defend and save harmless Buyer from and against all claims for loss or damage of any kind or for injury to any person or property (and any expenses, including attorney's fees, resulting therefrom) arising out of or in any way related to, the condition, use, repair, installation or design of the goods or services purchased hereunder, whether such claims are based on the negligence, breach of warranty or strict tort liability of Buyer, or otherwise, and whether any such goods are in the same state or condition as when delivered hereunder, or whether they have been used in the manufacture of, or become part of equipment, machinery or goods sold by Buyer, its subsidiaries, constituent companies or agents to third parties. Seller 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 action which may be brought against Buyer.

18. BUYER PREMISES AND INDEPENDENT CONTRACTOR. If any work under this order is to be performed on Buyer's premises, Seller shall perform such work in accordance with the safety rules of Buyer and applicable federal, state and local laws and regulations. Seller shall comply fully with the applicable laws pertaining to worker's compensation and unemployment compensation or insurance, and Seller shall indemnify and save harmless Buyer, its employees, officers, agents, licensees and invitees from any and all losses, costs damages, claims and expenses (including reasonable attorney's fees) of any nature whatever relating to (a) injuries, occupational diseases or deaths of any employee or subcontractor of Seller, to the extent compensable under the worker's compensation laws of any state; (b) bodily injuries, deaths or property damage caused by the negligent or wrongful act of Seller, any sub-contractor of Seller, or any employee or agent of either; and (c) unemployment compensation or insurance, social security taxes, or other federal, state or municipal taxes, contributions or benefit payments measured by or based on employment of such employees. The contract created by this purchase order and its acceptance or confirmation are subject to the agreement of the Seller that all persons engaged upon the work hereunder shall be considered servants of the Seller, and not the Buyer.

19. PATENTS. The Seller warrants that the goods furnished hereunder, and the use thereof, do not infringe on any patent, trademark, copyright or other intellectual property right of any person or entity. The Seller agrees, at its own expense, to defend any suit that may arise in respect thereto, provided Seller is notified thereof, and the Seller will indemnify and hold harmless the Buyer from all loss and expense incurred on account of any alleged or actual infringement.

20. UNPATENTED KNOWLEDGE OR INFORMATION Any unpatented knowledge or information, concerning the Seller's products, methods or manufacturing processes, which the Seller may disclose to the Buyer with respect to the manufacture of the goods covered by this order shall,

unless otherwise specifically agreed in writing, be deemed to have been disclosed as a part of the consideration for this order; and the Seller agrees not to assert any claim (other than a claim for patent infringement) against the Buyer by reason of the Buyer's use or alleged use thereof.

21. **PROPERTY.** Whenever the Buyer furnishes the Seller with its property for use on this purchase order, the Seller shall become the insurer of this property and shall be responsible for its safe return to the Buyer. The Seller shall segregate, clearly mark, and maintain a complete inventory of all such property. The Seller shall immediately notify the Buyer of any loss, destruction or damage to such property. The Seller shall be liable to the Buyer for all losses caused by the Seller's failure to furnish timely written notice to the Buyer of loss, destruction or damage to Buyer's property suffered in transit or prior to receipt by the Seller. Upon termination or completion of this purchase order, the Seller shall deliver such property, to the extent it is not incorporated in the deliverable product, per the Buyer's instructions, to the Buyer in good condition, subject to ordinary wear and tear.

22. **ASSIGNMENT.** The Seller shall not assign this order or enter into any purchase order for completed or substantially completed products covered hereby without the written consent of the Buyer.

23. **APPLICABLE LAW; VENUE.** This contract shall be construed in accordance with the laws of the state of Ohio without regard to conflict of laws principles thereof. Any dispute arising hereunder shall be decided by the Common Pleas Court of Wayne County, Ohio, or the United States District Court for the Northern District of Ohio, Eastern Division.

24. **GOVERNMENT CONTRACT.** When a Government contract is referenced by number or otherwise on the face of this purchase order, the same indicates the materials ordered herein are intended for use under a Government contract, and there is, incorporated as part of the terms and conditions of this order, in addition to other terms herein contained, a requirement that the Seller comply with all applicable provisions required by said contract or by federal laws, executive orders, or regulations.

25. **HEADINGS.** The headings herein are for reference only and are not a part of the terms and conditions.