

## TERMS AND CONDITIONS OF PURCHASE

1. **ACCEPTANCE.** This order constitutes a binding contract upon the terms and conditions herein when accepted by Seller, either by written acknowledgement or by commencement of shipments. If any of Seller's prior proposals, quotations, or writings are in conflict with the terms of this order, the terms hereof shall govern, Purchaser recognizes that seller may, for operating convenience, utilize its own form of acknowledgement or confirmation of sale in acceptance this order, in such case, any provisions, terms or conditions in such form of acceptance which modify, conflict with contradict or add to any provision terms or condition of this order shall be deemed to be waived ( unless expressly accepted in writing by purchaser) it being agreed that the provisions. Terms and conditions of this order constitute the entire contract between the parties. No alterations, modifications, or deletions of any terms or provisions of this order made by Seller will be binding upon Purchaser, unless expressly accepted in writing by Purchaser.
2. **DELIVERY DATES.** Time of the delivery is of the essence, and in the event of Seller's failure to deliver as and when specified Purchaser reserves the right to cancel this order, or any part thereof without charges therefore. Without prejudice to its other rights, and Seller agrees that Purchaser may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to deliver. Any shipment made in advance of schedule, at Purchaser's option, will be (a) accepted but entry of invoice will be deferred until such time as shipment was scheduled to be made, or (b) returned to Seller at Seller's expense.
3. **EXTRA HANDLING CHARGES.** Any extra handling charges incurred due to the failure of Seller to fill this order as per instruction will be billed back to Seller.
4. **TERMS.** Unless otherwise stated 45 days following delivery, except Purchaser will be offered and may take Seller's customary cash discount. Should invoice bear a date prior to date the material is received by Purchaser, the time during which discount for payment of invoices is allowed shall not begin to run until the date the material is received by Purchaser. Sight draft shipments will not be honored.
5. **WARRANTIES.** Unless otherwise agreed to in writing by the parties, Seller expressly warrants that all articles ordered to specifications will conform thereto and to the blueprints or drawings , samples or other description furnished by Purchaser (or, if not ordered to specifications, will be fit and sufficient for the purposes intended) and that all articles will be merchantable, of good material and workmanship, and free from defect, these warranties shall survive acceptance and payment and shall run to Purchaser, its successors, assigns, customers and the user of the product ordered herein and shall not be deemed to be exclusive .
6. **GENERAL INDEMNITY.** Seller agrees to defend and save harmless Purchaser, its employees, agents affiliates, successors, assigns, customers or users of the products ordered herein, against all damages, claims or demands and all suits at law or in equity arising out of the death or injury to any person or damage to any property or defect in any goods alleged to have resulted from the goods and articles here by ordered , and upon notification of such suit or claim to Seller, Seller shall defend the same at Seller's expense as to all costs, fees and damages.
7. **PATENT INDEMNITY.** Seller agrees to indemnify and hold Purchaser, its successors, assigns, customers and the users of the products ordered herein harmless against loss, damage or liability including costs and expenses which may be incurred on account of any claim, demand, suit or judgment involving infringement or alleged infringement of any patent rights in the manufacture, use or disposition of any article or material supplied hereunder, provided Purchaser shall notify Seller of any such claim, demand or suit, and to the extent possible, the seller shall be permitted to defend the same or make settlement in respect thereof.
8. **FORCE MAJEURE.** Purchaser shall not be responsible for failure to receive delivery if occasioned by unforeseeable causes beyond the control and without the fault or negligence of Purchaser. At Purchaser's option the total quantity covered by this order may be reduced to the extent of shipments refused or the delivery period specified may be extended by a time equal to that during which shipments shall be refused and such shipments thereafter made during the period of extension.
9. **CONFIDENTIAL DATA.** Seller agrees to treat as strictly secret and confidential all specifications, drawings, blueprints, nomenclature samples and models and other information supplied by purchaser and further agrees not to disclose any information relating to this order to any person not entitled to receive it. Further, the Seller hereby agrees that in the event that the Seller obtains knowledge of any know-how, processes, technology, product and customer information, other privileged or confidential information , trade secrets, or other intellectual or proprietary property of JW Aluminum, its owners, affiliates and their nominees, successors and assigns (herein collectively "trade secrets"), as a result of work hereunder or Seller's presence on or adjacent to Purchaser's premises, the Seller shall not disclose, repeat print use of otherwise ex-propriate any such trade secrets without first obtaining written permission from an appropriate official of JW Aluminum expressly allowing for the same and such consent may be withheld for any or no reason. In the event of any such unauthorized disclosure, the Seller shall immediately notify appropriate officials of such and shall fully cooperate with JW Aluminum's investigation and resolution thereof.
10. **INSURANCE**
  - (a) In connection with the Purchase of services for the installation of products manufactured by Purchaser, Seller shall furnish evidence of workmen's compensation and Public Liability insurance coverage in amounts satisfactory to Buyer.
  - (b) If Seller performs services, constructs, erects, or inspects on company premises, Seller will present certificates of insurance to Purchaser in form and content reasonably satisfactory to Purchaser for retention in Purchaser's files prior to the initiation of such work.
11. **EMPLOYMENT, SAFETY AND HEALTH LAWS.** Seller agrees at his own expense to comply with any federal and state employment, safety and health laws including OSHA, and Seller assumes all liabilities or obligations imposed by any one or more of such laws with respect to this order.
12. **PRICES.**
  - (a) Seller agrees and represents that the prices specified in this order do not exceed current selling prices for the same or substantially similar articles, and for comparable quantities, and that such prices are not in excess of the maximum prices by any applicable governmental regulations existing at the date of this order.
  - (b) Seller will give Purchaser the benefit of any price decline to actual time of shipment except that should Purchaser permit shipment to be made before specified shipping date, Purchaser shall have advantage of lower prices which occur before specified shipping date.
13. **EQUAL OPPURTUNITY EMPLOYER.** Purchaser and Seller, and each of them, is an equal opportunity employer.
14. **GOVERNING LAW.** The contract resulting from the acceptance of this order shall be interpreted under and shall be governed by the laws of the state of South Carolina.
15. "Notwithstanding anything to the contrary heretofore or hereafter represented by either party to the other, vendor warrants that each and every chemical substance sold or otherwise transferred by the vendor to JW Aluminum Company, as of the time of such sale or transfer, is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substance Control Act, PL94-469."
16. JW Aluminum Company reserves the right upon proper notification to inspect vendor's facility and services rendered to JW Aluminum Company within accordance to this purchase order.