

**PURCHASE ORDER TERMS AND CONDITIONS**

1. Unless specified, no charge is to be made for containers, boxing, dunning, drayage, marking, storage, or bundling. Only specified charges are allowed.
2. All performance and delivery are subject to Buyer approval. Seller shall promptly correct any defects or deviation from Specification upon Buyer demand.
3. Payment terms are to be calculated from later of delivery or billing date.
4. Delivery is to be when and where specified, or Buyer may order elsewhere and charge Seller for any extra costs, or Buyer may cancel altogether. Buyer may refuse delivery because of strike, act of God, or other uncontrollable cause.
5. Seller warrants all goods and services conform to Specifications, are free of defects, merchantable, fit for Buyer's purposes, and free of encumbrance. Seller further warrants to Buyer all additional warranties required by law and agrees all warranties inure to Buyer's customers, assigns, and all successors-in-interest of Buyer. Seller warrants all goods delivered and services furnished do not infringe on any patent or otherwise violate the right of any person, and Seller has full power, authority, and capability to perform according to specifications. Seller shall indemnify and hold harmless Buyer from all claims, damage, loss, expense, liability, cost, attorney fees, and detriment arising from any and all duties of Seller under this Purchase Order, without limitation. Seller expressly waives all defenses, including, but not limited to, assumption of risk and contributory negligence. Seller shall reimburse Buyer for all expenses and losses due to Seller's failure to conform to Specifications, misdelivery of product, or other breach.
6. Seller warrants insurance coverage for products liability, comprehensive liability, and workman's compensation in commercially reasonable amounts consistent with their industry.
7. Buyer may make written changes to this Purchase Order prior to shipment.
8. Seller warrants all performance to comply with all applicable law.
9. Unless specified, the Purchase Order does not include taxes collectible from Buyer, which are to be shown separately on Seller's invoice. Seller shall be responsible for all other taxes due on account of the transaction and shall honor exemption evidence, if presented, in lieu of payment for such taxes.
10. No assignment of this Purchase Order is allowed without Buyer's written consent.
11. No change in terms or Specifications is allowed without Buyer's written consent. Shipment of any portion of the order or furnishing of any portion of the services by Seller shall constitute absolute acceptance of these terms and the entire Purchase Order.
12. This Agreement is made under laws of state of Indiana.
13. This Purchase Order is not binding upon Buyer until signed (electronically or otherwise approved) by an authorized Buyer representative.