

WELLS LAMONT

Industrial

SUPPLIER TERMS AND CONDITIONS

1. **ACCEPTANCE:** This order expressly limits acceptance to the terms and conditions on the face and -reverse side here of, and any additional or different terms proposed by Seller are rejected unless expressly assented to in writing by an authorized representative of Buyer. Unless otherwise stated herein, Seller's acknowledgment of this order or commencement of any work or performance of any services hereunder shall constitute acceptance by Seller of this order and all its terms and conditions.
2. **DELIVERY:** Time is of the essence of this contract, and if delivery of the goods or rendering of the services covered hereby is not completed within the time specified herein, Buyer reserves the right to terminate this contract without liability, in addition to its other rights and remedies.
3. **QUALITY:** Seller warrants that the goods or services to be furnished hereunder (a) will be in full conformity with the specifications, drawings, descriptions or samples furnished or specified by Buyer, (b) will be free from defects in material, workmanship and design, and (c) will be of good merchantable quality and fit and sufficient for the purposes intended. No inspection or acceptance of, or payment for, any items covered hereby shall constitute a waiver of such warranties or of any action against Seller for breach of such warranties, Seller agrees that if Buyer is buying any goods covered hereby for resale, Buyer's customers shall have the full benefit of such warranties. Seller shall defend, indemnify and hold harmless Buyer from and against all claims, losses, damages and settlement expenses (including reasonable attorneys' fees) resulting from or arising out of a breach of Seller's warranties.
4. **INSPECTION:** All items covered hereby shall be subject to inspection by an authorized representative of Buyer at all reasonable times and places, including during production and at Buyer's ultimate destination. Buyer reserves the right to reject and refuse acceptance of any items which fail to meet any requirement of this order, notwithstanding payment or any prior inspection or test. Buyer may return the same to Seller at Seller's expense and Seller shall repay all amounts theretofore paid by Buyer together with any costs incurred by Buyer.
5. **CORRECTION OF DEFECTS:** If any goods or services furnished hereunder fail to meet all of the requirements of this order, Seller, upon receipt of notification thereof from Buyer, shall promptly repair, replace or correct the same at Seller's expense. If Seller shall fail to do so, Buyer may cancel this order as to all such items, and, in addition, may cancel the then remaining undelivered or unperformed balance of this order. All such goods shall be held at Seller's risk and all transportation charges to and from the original destination shall be paid by Seller. Any payment for such goods or services shall be refunded by Seller unless Seller promptly repairs, replaces or corrects the same at its expense.
6. **RISK OF LOSS:** Seller shall assume and pay any loss or damage to any goods covered by this order from any cause whatsoever until delivered to Buyer at the F.O.B. point specified on the face hereof.
7. **PATENTS:** Seller warrants that the manufacture, sale or use of any goods covered by this order will not infringe any patent, copyright or trademark. Seller shall defend at Seller's expense any claim, action, suit or proceeding brought against Buyer or Buyer's customers on account of any such infringement or alleged infringement and shall indemnify and hold Buyer and its customers harmless from and against all judgments, damages, losses, liabilities, costs and expenses resulting from such infringement or alleged infringement.
8. **CANCELLATION:** If (i) Seller fails to deliver the goods or to perform the services covered hereby at the time specified herein or any extension thereof authorized by Buyer in writing, (ii) a petition initiating a proceeding under any applicable law relating to bankruptcy, insolvency or reorganization is filed by or against Seller, (iii) Seller executes an assignment for the benefit of creditors or (iv) a receiver is appointed for Seller or any substantial part of its assets, Buyer may cancel this order without liability.
9. **COMPLIANCE WITH LAWS:** Seller warrants that all goods and services furnished pursuant to this order will be provided in compliance with all applicable laws and regulations, including the Fair Labor Standards Act of 1938 as amended.
10. **INSURANCE:** If this order covers the furnishing of services, Seller shall furnish certificates of insurance evidencing adequate workmen's compensation, public liability and property damage insurance coverage when requested by Buyer, such coverage to be in amounts and with carriers reasonably acceptable to Buyer. Seller shall indemnify and hold harmless Buyer, its agents and employees, from and against all claims, losses, damages, costs and expenses (including reasonable attorneys' fees) arising from any actual or alleged injury or death to any person, whether caused by Buyer's negligence or otherwise, in connection with the activities of Seller or any subcontractor or their respective officers, agents or employees in the performance of the services to be provided hereunder.
11. **REMEDIES:** Buyer shall have all remedies allowed by law, and all remedies provided herein are cumulative and not exclusive.
12. **MODIFICATION:** No waiver or modification of any of the provisions hereof shall be binding upon Buyer unless in writing and signed by Buyer's authorized agent.
13. **ASSIGNMENT:** Seller shall not assign this order, nor any monies due or to become due hereunder, without Buyer's prior written consent, and any attempted assignment without Buyer's consent shall render this order voidable at Buyer's option.
14. **ENTIRE AGREEMENT:** This purchase order, together with any written documents which may be attached hereto or incorporated by reference herein, constitutes the entire agreement between Buyer and Seller with respect —to the transaction covered hereby and supersedes all previous communications between them, either oral or written.
15. **GOVERNING LAW:** This order and the performance by Buyer and Seller of the provisions hereof shall be governed by and construed in accordance with the laws of the jurisdiction of the office of Buyer from which it originated, as indicated on the face hereof.