



GENERAL PURCHASE ORDER TERMS AND CONDITIONS
FOR SUPPLIERS TO HARVEY VOGEL MFG. CO.

1. **ACCEPTANCE:** This purchase order constitutes an offer made by Purchaser referred to in Purchaser block on front of this purchase order. Return of the acknowledgement copy of this purchase order, signed by Vendor's unconditional acceptance of Purchaser's offer. If Vendor desires any modification whatsoever in Purchaser's offer, Vendor shall notify Purchaser, in writing. This offer expressly limits acceptance to the terms stated in this purchase order. The terms and conditions set forth in this order constitute the entire agreement between the parties, hereto, and no modification hereof shall be binding unless mutually agreed to in writing. The receipt by Purchaser of any quotation form, sales confirmation or other proposal shall not, in the absence of a written acknowledgement by Purchaser expressly agreeing to same, have the effect of changing in any manner or adding to the terms and conditions hereof.
2. **CHANGES IN ORDER AS ACCEPTED:** Purchaser reserves the right at any time to make changes in time of delivery, drawings and specification, and material used or work covered in this order. If any such change causes an increase or decrease in Vendor's performance, then an equitable adjustment in price and time for Vendor's performance will be made, either for the benefit of Vendor or Purchaser, as the case may be, and this order modified accordingly, in writing.
3. **PRICES:** The prices on this order are in effect and may be altered only through agreement evidenced by written revision of this order before the material is delivered.
4. **DEFECTIVE GOODS:** If drawing and specifications are furnished by Purchaser, approval of any sample, receipt of goods, or materials, or payment for any goods or materials, by Purchaser, shall not constitute a waiver of such inspection or an acceptance of such goods or materials, or relieve Vendor of any of its obligations and warranties under this purchase order nor relieve Vendor from strict and full compliance with such drawing and specifications. Articles or goods not conforming to such drawing and specifications may be rejected and returned by Purchaser for credit or refund of purchase price. The risk of loss with respect to all non-conforming goods and materials shall be borne by Vendor. Transportation charges for shipment to Purchaser and all expenses of unpacking, examining, repacking, storing, and transportation cost to reship such non-conforming goods and materials shall be paid by Vendor.
5. **MATERIAL FURNISHED:** Title to all material furnished by Purchaser on other than a charge basis shall at all times be and remain in Purchaser. Vendor agrees to account for all such materials to the sole satisfaction of Purchaser for all costs to replace such materials. Material furnished by Purchaser shall be kept separate from other materials and shall be clearly identified as property of Purchaser. Vendor assumes all liability for loss or damage and agrees to supply detailed statements of inventory as requested. Vendor agrees to notify Purchaser of receipt of material furnished, either directly or through a third party, by the Purchaser.

6. **ADDITIONAL PARTS:** Purchaser shall have the right to purchase from Vendor additional parts for service requirements at a negotiated price until such time as Purchaser has authorized tool disposition.
7. **PATENT INDEMNITY CLAUSE:** Vendor hereby warrants that the goods purchased hereunder and the sale or use of them will not infringe any United States Letters Patent and foreign Letters Patents or Trademarks. Vendor agrees to indemnify and hold harmless Purchaser, its successors, assigns customers, and users of its products any loss, damage, liability, costs, and expenses which may be incurred as a result of, and/or in defending or settling any suit, claim, judgment or demand involving infringement or alleged infringement of any United States Letters Patent and foreign Letters Patents or Trademarks by the sale or use of the goods purchased hereunder. Vendor agrees that it will, when so requested, provided it is given reasonable notice of the pendency of any such suit, claim, or demand, assume the defense of Purchaser, and/or its successors, assigns, and customers, and users of its products against any such aforementioned suits, claims, or demands.
8. **VENDOR'S WARRANTY:** Vendor warrants that all products, goods, and services delivered or furnished pursuant to this order will conform strictly to specifications, models, drawings, samples, and descriptions furnished or designated by Purchaser, and will be merchantable, of good material and workmanship, and products of goods of Vendor's design will be fit in every respect for the purposes intended. Vendor's warranty is for Purchaser, its successors, assigns and users of its products, and shall be construed as a condition as well as a warranty.
9. **COMPLIANCE WITH LAWS:** Vendor agrees to comply with all applicable State, Federal, and Local Laws, orders, and regulations.
10. **CONTRAVENING LAW:** Should any term or provision contained in the contract contravene or be invalid under applicable law, the contract shall not fail by reason thereof, but shall be construed in the same manner as if such term or provision had not appeared therein.
11. **DELAYS AND TERMINATIONS:** Vendor agrees to notify Purchaser immediately of any matters or events that may delay delivery of the goods or services herein ordered. Neither party shall be liable for failure of performance due to strikes, fires, accidents, and acts of the government including any preference, priority, or allocation order or other causes beyond its control. Vendor understands and agrees that time is of the essence of this purchase order and further agrees that deliveries will be made in such quantities at such times and at such places as Purchaser may from time to time direct and Purchaser has the right to reject any shipment which does not conform to such directions and to return such goods or materials to Vendor, at Vendor's risk and expense. The happening of any of the following events shall be grounds for immediate termination by Purchaser, insolvency of Vendor, the filing of a voluntary petition in bankruptcy by vendor; the filing of an involuntary petition to have Vendor declared bankrupt, provided it is not vacated within thirty (30) days from date of filing; the appointment of a Receiver or Trustee for Vendor provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Vendor of an assignment for the benefit of creditors, or in the default by Vendor under any of the General Conditions or other terms of this purchase order.
12. **DIES, JIGS, TOOLS, AND PATTERNS:** If this purchase order is for special dies, jigs, tools, and patterns for use in the manufacture of goods for Purchaser, or if the price is to be paid for the goods on the face of this order includes the cost of dies, jigs, tools, and patterns for use in the manufacture

of goods for Purchaser, then such dies, etc. shall be and become the property of Purchaser, and shall be clearly identified as the property of Purchaser, at any time without further charges of any nature. Such dies, jigs, tools, and patterns shall be kept in good condition by Vendor, without expense to Purchaser, excepting the actual cost of changes due to Purchaser's change of designs or specifications, which shall be paid by Purchaser. Such tools, dies, jigs, and patterns shall not be used to fill purchase orders other than those of Purchaser or be disposed of, except with the written consent of Purchaser. Upon cancellation or termination of this purchase order for any reason whatsoever, Vendor shall prepare such tools, dies, jigs, and patterns for shipment and dispose of them as Purchaser shall direct. Vendor agrees to insure against loss, damage, or destruction of such dies, jigs, tools, and patterns, and will hold Purchaser harmless from any loss, damage, or the like to such dies, etc., and further agrees, at Vendor's expense, to replace or pay Purchaser the cost thereof in the event of such occurrence which is not caused by the fault of Purchaser.

13. **TITLE TO DRAWINGS AND SPECIFICATIONS:** Purchaser shall at all times have title to all drawings and specifications furnished by Purchaser to Vendor and intended for use in connection with this purchase. Vendor shall use such drawings and specifications only in connection with this purchase order and shall not disclose such drawings and specifications to any person, firm or corporation other than to Vendor's or Purchaser's employees, subcontractors or government inspectors. Vendor shall upon Purchaser's request, promptly return all drawings and specifications to Purchaser.
14. **CANCELLATION BY PURCHASER:** Purchaser reserves the right to cancel this order, or any part thereof, at any time, though the Vendor is not in default hereunder, on 90 days written notice to Vendor in the event of such cancellation. Purchaser shall pay for all goods and services delivered, completed, and acceptable to Purchaser. Purchaser shall not be liable for any cancellation charges, penalties, costs, damages or other liabilities. Exercise by Purchaser of the rights to cancellation reserved in this Paragraph (14) and Paragraph 11 hereof shall give rise to not liability on the part of Purchaser, and shall not have the effect of waiving damages to which Purchaser might otherwise be entitled.
15. **CANCELLATION BY VENDOR:** In the event that Vendor desires and requests, in writing and receives permission for, cancellation of this order prior to the completion of the services or delivery of the total goods specified herein, Purchaser shall not be obligated to pay Vendor the goods and materials in process, but shall only be obligated to pay Vendor for those finished goods delivered, or services rendered, which are acceptable to Purchaser, as of this effective date of such cancellation, which date shall be the date of acknowledgement and agreement by Purchaser to Vendor's desire to cancel this order, provided, however, that Purchaser shall be obligated to pay for the tools, dies, jigs, and patterns included under this order only to extent that such tools, etc., have been completed to the specifications thereof, or to the specifications of the goods for which such tools, etc., regardless of the percent of completion, are readily adaptable for use by Purchaser in its own or another vendor's manufacturing facilities. Nothing in this paragraph is intended, nor should such be implied, to be a waiver of Purchaser's legal or equitable rights or remedies for breach of the terms of this purchase order.
16. **INDEMNIFICATION:** Vendor shall take all necessary precautions to prevent the occurrence of any injury to person or property during the process of the work contemplated hereunder and, except to the extent that any such injury is due solely and directly to Purchaser's or its Customer's negligence, as the case may be, shall indemnify and hold harmless Purchaser against all claims, liability, costs, expenses or loss and Vendor shall maintain such Public Liability, Property Damage, Employee's

Liability, and Compensation Insurance as will protect Purchaser from said risks and from any claims under any applicable Workmen's Compensation and Occupational Disease Acts.

17. **ASSIGNMENT AND SUBCONTRACTING:** This order may not be assigned or subcontracted in whole or part, nor may any assignment of any money due or to become due hereunder be made by Vendor without the prior written consent of Purchaser.

18. **USE OF PURCHASER'S NAME:** Vendor agrees not to use Purchaser's name, trademarks of the like in Vendor's advertising, or to show parts made for Purchaser's in Vendor's advertising with Purchaser's name, or otherwise use Purchaser's name, trademarks or the like to promote Vendor's sales without prior written permission of Purchaser.

19. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION:** Vendor agrees that for a period of three (3) years from the date of each receipt of
written information marked Proprietary or Confidential, or information disclosed orally and identified orally as Confidential or Proprietary at the
time of disclosure and reduced to writing and delivered to the Vendor within ten (10) days after disclosure, the Vendor shall not disseminate or
publish such information to any other person, firm or corporation, and shall use the same degree of care to avoid publication or dissemination of
such information as the Vendor employs with respect to its own information which it does not desire to have published or disseminated. Nothing
contained in this nondisclosure agreement, or other paragraphs of this document, shall be construed as granting or conferring any rights by
license or otherwise, expressly impliedly, or otherwise, for any invention discovery or improvement made, conceived, or acquired prior to or
after the date of this agreement.

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