

Buyer OBJECTS in advance to the inclusion of any additional or different terms proposed by Seller in Seller's acceptance or acknowledgment of this purchase order. The inclusion of such terms by Seller will be of no significance, such terms will not be conditions or additional terms to this order, and Buyer's acceptance of Seller's goods shall not be deemed as acceptance of such terms. Unless otherwise stated on the face of this order, the following terms and conditions shall apply.

1. PURCHASE ORDER

All orders of Buyer shall be in writing and shall set forth the quantity and specifications for the goods desired, the desired delivery date, the price of the goods to be purchased, and all other relevant information necessary to effectuate shipment of the goods by Seller. Seller's acceptance of this order shall constitute Seller's acceptance of the terms and conditions set forth herein

2. DELIVERY

All goods must be shipped at the most advantageous rates to Buyer unless otherwise authorized in writing by Buyer. Any extra expense in effecting delivery of goods not so shipped will be charged to Seller.

Adequate scheduling of shipment of goods shall be made by Seller in that delivery dates included within this order are essential to Buyer. Seller shall not, however, make material commitments or production arrangements in advance of reasonable flowtime needed to meet Buyer's delivery schedule. No claims shall be allowed for such advance effort in case of change or termination. Shipments shall be strictly in accordance with Buyer's delivery schedule. Buyer reserves the right to return, at Seller's expense, all goods received in advance of delivery schedules or to hold goods and pay Seller's invoices on normal maturity after the scheduled delivery date.

3. EXCUSABLE DELAYS

Neither party shall be liable for damages resulting from delays arising out of causes beyond its control and without its fault or negligence, including acts of God, acts of the Government, fires, floods, strikes, freight embargoes, and unusually severe weather, nor shall such delay affect the remainder of this order. Seller will notify Buyer in writing within ten (10) days after the beginning of any cause for delay, in all the absence of which Seller waives Seller's right for an excuse for such delay.

4. PACKING AND SHIPPING

Seller shall mail packing lists in DUPLICATE and itemized invoices, each bearing the Order Number, on day of shipment. SELLER MUST ATTACH BILL OF LADING OR EXPRESS RECEIPT TO INVOICE. Buyer's Order Number shall immediately follow Buyer's name.

Invoices subject to cash discount should be mailed on the day they are dated. If such invoices are not, any such discount period will begin on the day bills are received by Buyer's Purchasing Department. In the event Seller fails to attach Bill of Lading or Express Receipt to the invoice, any payment and discount period will be delayed and will begin when the documents are received.

5. INSPECTIONS AND TESTING

Buyer shall have the right to expedite, inspect and test any of the goods or work covered by this order prior to shipment. All goods shall be subject to Buyer's inspection and approval on arrival. If rejected, the goods will be held for disposal at Seller's risk. Such inspection, or the waiver thereof, however, shall not relieve Seller from full responsibility for furnishing goods and work conforming to the requirements of this order, nor prejudice any claim, right or privilege Buyer may have because of the use of defective or unsatisfactory goods or work.

6. WARRANTY

ALL GOODS FURNISHED BY SELLER AND ANY SERVICES OF INSTALLATION RELATING THERETO PURSUANT TO THIS ORDER SHALL BE WARRANTED BY SELLER TO BE OF THE BEST QUALITY OF THEIR RESPECTIVE KINDS AND TO BE FREE OF DEFECTS IN DESIGN, WORKMANSHIP, OR MATERIAL AND WHEN KNOWN TO SELLER SUITABLE FOR THEIR INTENDED PURPOSES. In the event of breach, Seller shall correct such breach in the most expeditious manner possible. Should Seller fail to correct any such breach in a timely manner, Buyer may proceed, at Seller's expense, to perform the necessary corrective work and Seller shall reimburse Buyer for any expenses incurred by Buyer for such work. This warranty shall also inure to the benefit of Buyer's customer or user of the goods.

7. ASSIGNMENT AND SUBCONTRACTING

Seller shall not assign or subcontract any portion of this order without the prior written approval of Buyer.

8. CHANGES

Buyer may at any time make changes in shipping and packing instructions, quantities, drawings, designs, specifications, place of delivery and/or delivery schedules, for which an appropriate adjustment to the order shall be made.

9. TERMINATION FOR DEFAULT

Buyer may terminate all or any part of this order by giving notice of default to Seller, if Seller: (a) refuses or fails to deliver the goods within the time specified; (b) fails to comply with any of the provisions of this order; or (c) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency or the relief of debtors.

In the event of a termination for default, Buyer's liability shall be limited to the payment for goods delivered and accepted by Buyer under this order up to the date of termination.

10. TERMINATION FOR CONVENIENCE

Buyer may terminate this order at any time for its convenience, in whole or in part, in which event, Buyer's sole obligations shall be to reimburse Seller for those goods actually shipped and accepted by Buyer up to the date of termination. In no event shall Buyer be responsible for loss of anticipated profit nor shall reimbursement exceed the order value.

11. STOP WORK ORDER

Buyer may at any time by written notice to Seller stop all or any part of the work called for by this order. Upon receipt of such notice, Seller shall take all reasonable steps to minimize the incurrence of costs during the period of work stoppage. Buyer may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of this order.

12. PATENTS

Seller agrees to indemnify and save harmless, Buyer, its officers, employees, agents, representatives or any of its customers buying or using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters patent, by reason of the buying, selling or using the goods supplied under this order, and will assume the defense of any and all suits and will pay all costs and expenses incidental thereto.

13. CONFIDENTIAL INFORMATION

Seller agrees not to make any use of data, designs, drawings, specifications and other information furnished to it by Buyer, except for in the performance of this order and Seller further agrees not to disclose such data, designs, drawings, specifications and other information to others except for in the performance of this order under similar restrictions against use and disclosure. Upon completion or termination of this order, Seller shall return to Buyer on demand, all such data, designs, drawings, specifications and other information, including copies made by Seller. Seller agrees not to publish or disclose any of the details connected herewith to any third party without Buyer's prior written permission.

14. RISK OF LOSS

Seller assumes the following risks:(a) all risks of loss or damage to all goods, work in process, materials and other things until the delivery to and acceptance of Buyer thereof as herein provided;(b) all risk of loss or damage to third persons and their property until the delivery to and acceptance of Buyer of all the goods as herein provided; (c) all risks of loss or damage to any property received by Seller from or held by Seller or its supplier for the account of buyer, until such property has been delivered to and accepted by Buyer or its customers as the case may be, and (d) all risks of loss or damage to any of the goods or part thereof rejected by Buyer, from the time of shipment thereof to Seller until redelivery thereof to Buyer.

Any patterns, dies, molds, jigs and fixtures furnished to Seller by Buyer, or specifically paid for by Buyer, shall be the property of Buyer and subject to removal by Buyer upon completion of this order, and shall be used only in filling Buyer's orders and held by Seller at its sole risk.

15. INSURANCE AND INDEMNIFICATION

Seller agrees to indemnify and save harmless Buyer, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or any damages which may result, in whole or in part, from any act or omission on the part of Seller, its agents, employees or representatives, or arising from any Seller furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of Buyer.

Seller shall carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to Buyer. Seller shall, at the request of Buyer, supply certificates evidencing such coverage.

16. LAWS, REGULATIONS AND GOVERNING LAW

Seller shall comply with all applicable Federal, State and Local laws, statues and ordinances including, but in no way limited to rules, regulations and standards of the Occupational Safety and Health Act of 1970 and the Federal Contract Work Hours and Safety Standards Act and the rules and regulations promulgated under these acts.

Seller and Buyer agree that this order and the rights and obligations of Seller and Buyer hereunder shall be governed and construed under the laws of the State of Illinois, without regard to choice of law provisions. Any and all disputes arising relating to this order shall be adjudicated under the jurisdiction of and in the venue of Cook County in Illinois.