

PURCHASE ORDER TERMS AND CONDITIONS

These supplementary provisions shall be applicable to the furnishing of the goods or services covered by the attached purchase order. No terms or provisions other than those set forth herein and in the purchase order shall be binding upon the Buyer unless accepted in writing by an authorized agent of the Buyer.

1. **ACKNOWLEDGEMENT:** All terms and conditions, as herein set forth shall be binding upon Seller. An acknowledgement which contains conflicting or additional provisions to the terms and conditions herein set forth or a specific rejection of any term or condition shall be deemed to be a counter offer to Buyer and shall not be binding upon Buyer until acceptance thereof is made in writing to Seller; provided, however, that performance by Seller, in the absence of written acceptance of such counter offer by Buyer, shall be deemed to be performance in accordance with the terms and conditions of this Purchase Order.
2. **PAYMENT:** Payment is contingent upon acceptance of material or services. Cash discount period shall be calculated from date of receipt of acceptable materials or services or acceptable invoice whichever is received later.
3. **INSPECTION AND WARRANTY:** All items will be fit and sufficient for the purpose intended. All shipments shall be subject to inspection at all reasonable times during manufacture and final inspection after receipt by Buyer at destination, unless otherwise specified in this Purchase Order. If materials or work are found to be defective, Seller shall promptly repair or replace such materials or work, or if Seller is unable or refuses to do so, Buyer may by contract or otherwise repair or replace such work or materials and assess Seller the excess cost occasioned Buyer thereby. Seller warrants that (1) the item or items purchased will be supplied according to specifications, (2) all workmanship shall be first class, (3) except as otherwise provided in the specifications, all items incorporated in the work shall be new and of the most suitable grade of their respective kinds for the purpose. The Seller shall, within a reasonable time after receipt of written notice thereof, make good at its own expense and without cost to the Buyer any defects in materials or workmanship which may appear during the period ending on a date 12 months after delivery, unless a different period of guarantee is provided in this Purchase Order.
4. **DEFAULT – DELAYS:** Buyer may cancel this Purchase Order in whole or in part in the event that Seller fails or refuses to deliver any of the items purchased, within the time provided, or otherwise violates any of the conditions of this Purchase Order, or if it becomes evident that the Seller is not conducting the work in accord with the specifications or with such diligence as to permit delivery on or before the delivery date. In such event the Buyer shall have all of the rights and remedies prescribed by law for the Seller's breach, in addition to those specifically provided for herein. The Seller shall be liable for any excess cost occasioned the Buyer by reason of the Seller's breach. In the event the Buyer cancels this Purchase Order in whole or in part as provided in this article, the Buyer may procure, upon such terms and in such manner as the Buyer deems appropriate, supplies or services similar to those so canceled and the Seller shall be liable to the Buyer for any excess costs for such similar supplies or services; provided, that the Seller shall continue the performance of this Purchase Order to the extent not terminated under the provisions of this article. Delays in delivery due to causes beyond the control and without the fault or negligence of Seller will be excused by Buyer if Seller notifies Buyer in writing of the cause of such delay within a reasonable time from the beginning thereof. When such excuse is given, the Buyer, by written notice to the Seller, will extend the time for performance by such period of time as the Buyer determines to be commensurate with the period of such delay.
5. **FOR WORK ON BUYER'S OR ITS CUSTOMER'S PREMISES:** If Seller's work under this order involves operations by Seller on the premises of Buyer or one of its customers, Seller, its agents, employees or subcontractors, shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work, occasioned by the act of the Seller, his agents, employees, or subcontractors, and Seller shall maintain such public liability and property damage insurance and will comply with applicable Workmen's Compensation and Occupational Disease Acts so as to protect Buyer from any claims arising from said injury to person or property during the progress of such work. When requested by the Buyer, the Seller shall furnish satisfactory evidence of compliance with this requirement.
6. **PATENTS:** Seller agrees to indemnify and hold harmless Buyer, its officers, agents, employees, successors, and assigns, against loss, damage or liability, including costs and expenses on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights, copyright, trademark, royalty, trade secrets, or any other intellectual property rights, in the manufacture, delivery, use or disposition of any article or material supplied hereunder, provided Buyer shall inform Seller of any claim, demand, or suit asserted or instituted against them and, to the extent of Buyer's ability to do so, permit Seller to defend the same or make settlement in respect thereof.
7. **STATE LAW:** This order shall be governed and construed in all respects by the laws of the State of Ohio.
8. **DISPUTES:** Any dispute arising under this order or the performance thereof which is not settled by agreement between the parties shall be settled by appropriate legal, equitable, or administrative proceedings. Pending any decision, appeal or judgment, the Seller shall proceed diligently with the performance of this order unless otherwise directed by LSPTI.
9. **CHANGES:** Buyer may at any time, by a written order and without notice to the sureties, if any, make changes within the general scope of this Purchase Order in any one or more of the following: (i) drawings, design, or specifications; (ii) method of shipment or packing; and (iii) place of delivery or performance. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this order, whether changed or not changed by any such order, an equitable adjustment shall be made in the purchase order price or delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly. Any claim by the Seller for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Seller of a written notification of change from the Buyer. Buyer may receive and act upon any such claim asserted at any time prior to final payment under this Purchase Order. Where the cost of property made obsolete or excess as a result of a change is included in the Seller's claim for adjustment, Buyer shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse the Seller from proceeding with the purchase order as changed.
10. **ASSIGNMENT:** This Purchase Order may not be assigned, in whole or in part, nor may any assignment of any money due or to become due be made by Seller, without, in each case, the prior written consent of Buyer.
11. **INFORMATION:** (a) Drawings, data, design, invention, computer software and other technical information supplied by Buyer shall remain Buyer's property and shall be held in confidence by Seller. Such information shall not be reproduced, used or disclosed to others by Seller without Buyer's prior written consent, and shall be returned to Buyer upon completion by Seller of its obligations under this order or upon demand. (b) Any drawing, data, design, invention, computer software or other technical information which Seller discloses to Buyer with respect to the design, manufacture, sale or use of the articles covered by the order shall have been deemed to have been disclosed without limitation as a part of the consideration for this order and Seller hereby agrees not to assert any claim against Buyer or its customer by reason of the use or disclosure by Buyer or its customer. Should Seller desire to provide any such information with limitations, Seller shall so advise Buyer promptly and specifically identify that portion of the information the Seller desires to submit with limitations and the nature of the limitations.
12. **TAXES:** Seller is liable for and shall pay all taxes, impositions, charges and exactions imposed on or measured by this order except those Buyer specifically agrees or is required by law to pay and which are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished an exemption for resale.
13. **TITLE:** Except if title has heretofore passed to Buyer or Buyer's customers under other provisions of this order, title to the articles shall pass to Buyer upon delivery of the articles to the F.O.B. point named herein.
14. **INDEMNIFICATION:** The Seller shall indemnify and save harmless the Buyer from and against any and all liabilities and losses for injury to persons or damage to property occasioned wholly or in part by any act or omission of the Seller, its subcontractors, agents or employees, including all expenses incurred in the defense of any claim or suit arising out of work done under this order.