



PURCHASE ORDER TERMS AND CONDITIONS

(For the purchase of Goods)

- **Acceptance and Complete Agreement:** This order is Buyers offer to Seller and is not an acceptance by Buyer of any offer to sell by Seller or of any terms and conditions contained in such offer. Acceptance of this offer by Seller should be made by
 - Executing and returning an acknowledgement or copy of acknowledgement or
 - Delivering any of the goods ordered herein or
 - Rendering any of the services ordered herein

Any additional or different terms proposed by Seller are objected to and rejected unless expressly assented to in writing by Buyer. This order is a complete and exclusive statement of the terms and conditions of the agreement between Seller and Buyer.

- **Packing and Shipping:** All goods shall be packed, rated and braced to prevent damage or deterioration in accordance with Uniform Freight Classification Rules and Regulations and Carrier Tariffs. No charges will be paid by Buyer of preparation, packing, crating or cartage unless separately stated within the order. All shipments to be forwarded on one day via one route shall be consolidated and shipped to provide the lowest transportation charge. Goods sold F.O.B. place of shipment, shall be forwarded per the freight account designated by Buyer. Bill of Lading description of goods shall be described in Uniform Freight Classification of Carrier Tariffs and not by trade or technical name. Shipping cost for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess cost is the responsibility of the Seller.
- **Title and Risk of Loss:** Title passes to Buyer upon acceptance and delivery of the goods purchased at the delivery location.
- **Cancellation:** Buyer reserves the right to cancel this order, or any portion of this order without liability, if:
 - Delivery is not made when and as specified
 - Seller fails to meet contract commitments as to exact time, price, or quantity
 - Seller ceases to conduct its business in a normal course of business
 - Seller is unable to meet its obligations as they mature
 - Proceedings are instituted against Seller under the bankruptcy laws or any other laws relating to the relief of creditors
 - A receiver is appointed or applied for by the Seller or
 - Assignment is made by Seller for the benefit of creditors

Buyer also reserves the right to cancel for any other reason permitted by the Uniform Commercial Code then in effect in the State where Buyer has signed this order.

- **Payment Terms:** Vendor shall send an Invoice together with the original bills of lading or express receipts properly signed by Shippers representatives to Buyers accounts payable department not later than the day after shipments are made. Individual invoices shall be issues for shipments applying against each purchase order. Were applicable, invoices shall be supported by weight certificates and grade certifications. Payment terms stated on P.O. Form shall commence on the date Buyer has received the goods. Delay in receiving the statements and invoices, as well as errors and omissions on such documents, will be considered just cause for withholding payment without losing any cash discount privilege



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- **Warranties:** Vendor warrants to Buyer that all Goods will,
 - Be free from any defects in workmanship, material and design
 - Conform to all applicable specifications
 - Be merchantable
 - Be free and clear of all liens, security interest or any other encumbrances
 - Not infringe on any third parties patent or intellectual property rights

These warranties survive any delivery, inspection, acceptance or payment of or for the Goods of the Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the nonconformance of the Goods with the foregoing warranties.

- **General Indemnification:** Vendor shall defend, indemnify and hold harmless Buyer, affiliates, successors or assigns and its respective directors, officers, employees, and Buyers customers collectively. Indemnitees against and all loss, death, injury, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers collectively. Losses arising out of or occurring in connection with the products purchased from Vendor or Vendor's negligence, willful misconduct or breach of the Terms. Vendor shall not enter into any settlement without Buyers or indemnitee's prior written consent.
- **Intellectual Product Indemnification:** Vendor shall, at its expense, defend, indemnity and hold harmless Buyer and any indemnitee against any and all losses arising out of or in connection with any claim that Buyer's or indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret, or other intellectual property right of any third party. In no event shall Vendor into any settlement without Buyer's or indemnitee's prior written consent.
- **Confidential Information:** All non-public, confidential or proprietary information of Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, formulas, processes, customer list, pricing, discounts or rebates, disclosed by Buyer to Vendor, whether disclosed orally or disclosed or accessed in written, electronic or other forms of median and whether or not marked, designated or otherwise identified as "confidential", in connection with orders is confidential, solely for the use of performing the order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyers request Vendor shall promptly return all documents and other materials from Buyer. Buyer shall be entitled to injunctive relief for any violation.
- **Insurance:** Vendor shall, at its own expense, maintain and carry insurance in full force and effect, which includes but not limited to, commercial general liability (including product liability), in a sum of no less than \$ 2,000,000.00 per occurrence with financially sound and reputable insurers. Vendor shall provide Buyers with a certificate of insurance from insurer evidencing the insurance coverage specified in this order and including Buyer as additional insurer. Vendor shall provide Buyer with 30 days advance written notice in the event of a cancellation or material change in Vendor's insurance policy.
- **Compliance with Law:** Vendor is in accordance with and shall comply with all applicable laws, regulations and ordinances. Vendor has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. To the extent applicable, Vendor shall comply with all export and import laws of all countries involved in the sale of goods under this order. Vendor assumes all responsibility for shipments of goods requiring any government import clearance. Buyer may terminate this Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods.
- **Limitation of Liability:** Nothing in this Order shall exclude or limit Vendor's liability hereof, as well as Vendor's liability for fraud, personal injury or death caused by its negligence or willful misconduct.
- **Waiver:** The remedies herein reserved shall be cumulative, and in addition to any other or further remedies provided by law or equity. No waiver or breach of any provision of this Order shall constitute a waiver of any breach, or of such provisions.



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- **Assignment:** Vendor shall not assign, transfer, delegate or subcontract any of its rights or obligations without prior written consent.
- **Force Majeure:** Buyer reserves the right to cancel all or any part of the order which has not been actually shipped by Vendor, in the event Buyers business is interrupted because of strikes, labor disturbances, lockout, fire, riot, act of God, terrorism, or any other cases, whether like or unlike the foregoing, that are beyond the reasonable efforts of Buyer to control.
- **Governing Law:** The provisions of this order shall be governed by the laws of the State of Maine, United States of America.
- **Notices:** All notices shall be in writing and addressed to the party at the addresses set forth on the face of the order, or to such address that may be designated by the receiving party in writing.
- **Amendment and Modification:** No change to this order or any order is binding upon Buyer unless it is in writing and specifically states that it amends the order and is signed by an authorized representative of Buyer.