



## TERMS AND CONDITIONS

1. **Acceptance.** This order shall be accepted by your prompt acknowledgment. Any acceptance containing additional or different terms will not operate as an acceptance of this order. Seller's shipment of goods in response to this order shall constitute acceptance on the terms and conditions set out herein, notwithstanding any additional or different terms contained in any acknowledgement form submitted by Seller.
2. **Price.** This order shall not be filled at prices higher than specified herein. If no price is specified, the materials shall be billed at the price last quoted by Seller, or paid by Buyer to Seller, or at the prevailing market price, whichever is lower.
3. **Modification.** Modification, revision or amendment of this order shall be ineffective unless approved in writing by an authorized representative of the Purchasing Department or Buyer.
4. **Inspection.** All goods furnished pursuant to this order shall be ineffective unless approved in writing by an authorized representative of the Purchasing Department or Buyer.
5. **Charges.** Seller shall box, crate or package as necessary for shipment without charge.
6. **Delivery.** If delivery is not made within the time stated on this order, Buyer shall have the right to cancel this order, or any portion thereof, without liability.
7. **Warranties.** Seller represents and warrants that:
  - a. No article supplied hereunder is produced in violation of the Fair Labor Standards Act of 1938, as amended, and that the prices do not violate any provision of the Robinson-Patman Act;
  - b. The Buyer's use or sale of the goods will not infringe the claim of any United States patent, but the Seller does not warrant against infringement by reason of the use thereof in combination with other material or in the operation of any process;
  - c. All goods furnished pursuant to this order are free from defects and are of merchantable quality and are in accordance with the Buyer's specifications.
8. **Assignment.** Seller shall not, in any manner, delegate its duty of performance or assign its rights or obligations under this order without the prior written consent of the Buyer.
9. **Risk of Loss** is upon the Seller until confirming materials are delivered to and have been inspected and approved by Buyer, notwithstanding the manner in which goods are shipped and the payment of transportation costs.
10. **Governing Law.** This order and any agreement of sale resulting from its acceptance shall be governed by and construed according to the laws of the State of Indiana.