

TERMS AND CONDITIONS

1. This Purchase Order and all transactions pertaining herein will be governed by and under the laws of the State of Illinois.
2. All invoices must carry certification by Seller that the goods or services covered by such invoice were produced in compliance with all applicable requirements of the Fair Labor Standards Act, as amended, and all applicable regulations and orders of the United States Department of Labor.
3. This order must not be filled in greater quantities or at higher prices than shown without written approval of Purchaser's Supply Chain Department. If the Price is not shown on order, it is agreed that Seller will notify Purchaser of the price and obtain Purchaser's approval before proceeding with the order. Seller shall comply with all applicable provisions of government orders, regulations and laws relating to prices and price control. The acceptance of this order will constitute an affirmation by Seller that to the best of Seller's knowledge and belief, the price or prices or the goods or services to be furnished hereunder do not exceed any such applicable maximum price or prices.
4. No charge for packing or drayage will be allowed.
5. Purchaser will have the right to inspect and reject at its plant any and all materials delivered hereunder. Defective materials or materials not in accordance with Purchaser's specification will be held for Seller's instructions and at their risk. Payment for any material delivered hereunder shall not be deemed an acceptance and we retain the right to issue a debit memo to offset the Seller's invoice for such materials with or without prior return authorization by the Seller.
6. The Seller warrants all materials or services delivered hereunder to be free from defect of material or workmanship and to conform strictly to the specifications, drawings, or sample specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the purchaser of the materials or services. Purchaser reserves the right to accept or reject any and all goods delivered and services performed in breach of any such warranties and to hold Seller liable for any and all damages resulting from such breach.
7. The Seller agrees to indemnify and save harmless Purchaser against all product liability suits and from all damages, claims and demands for actual or alleged defects in Seller's products, and to defend and assume all expense and damage by reason thereof. The Seller will further indemnify and save Purchaser harmless against and from any and all claims arising from any breach or default on the part of the Seller in the performance of any covenant or agreement, on the part of the Seller to be performed pursuant to the terms of this order.
8. SELLER'S EXCLUSIVE REMEDY AGAINST PURCHASER, FOR ANY REASON, SHALL BE LIMITED TO PURCHASER'S PURCHASE PRICE AS SET FORTH IN THIS ORDER. IN NO EVENT SHALL PURCHASER HAVE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
9. The Seller warrants that the goods described herein, and the sale or use of them will not infringe or contribute to the infringement of any United States or Foreign intellectual property right, including any patent, trademark, copyright or other proprietary right. The Seller guarantees to protect and save harmless the Purchaser against all patent infringements, suits, and from all damages, claims and demands for actual or alleged infringement of any patent, trademark, copyright or other proprietary right and to defend and assume all expense and damage by reason thereof.
10. Purchaser has the right to cancel this order or agreement upon giving Seller written notice. On cancellation, Purchaser will be liable to Seller only for unpaid invoices for conforming goods previously shipped.
11. Purchaser reserves the right to cancel this order, without liability or further obligation, if Purchaser's delivery date is not met.
12. Purchaser reserves the right to adjust the quantity and Purchaser's delivery schedule of this order.
13. This order may not be assigned by the Seller without written consent of the Purchaser. Any attempt to do so shall make such assignment void.
14. Seller agrees to the provisions of Section 202 of Executive Order 11246, as amended; the Equal Opportunity clause as stated in 41 C.F.R. Section 60-1.4(a); Section 4212 of the Vietnam Era Veterans Readjustment Act of 1974; the Affirmative Action clause stated in 41 C.F.R. Section 60-250.4; the Reporting clause as stated; Section 503 of the Rehabilitation Act of 1973, as amended; and the Affirmative Action clause as stated in 41 C.F.R. Section 60-741.4 as applicable as well as all other relevant rules, regulations and orders of the Secretary of Labor.
15. OSHA's Hazard Communication Standard (29 CFR 1910.1200, as amended) requires manufacturers, importers, distributors, and suppliers to label, tag or mark containers of hazard chemicals with the chemical identity (keyed to the appropriate SDS), appropriate hazard warnings, and the name and address of the manufacturer, importer or other responsible party. Distributors and employers must be provided an appropriate SDS with initial shipment of product and with the first shipment after an SDS is updated. Acceptance of this purchase order implies acknowledgement of these responsibilities. Send SDS to: Regulatory Affairs, American Labelmark Co., 5724 N. Pulaski Rd., Chicago, IL 60646