

**NOTICE:** THIS ORDER WILL BE ACCEPTED AT TIME OF INVOICING AND SHIPMENT, AND WILL BE BILLED AT THE PRICE PREVAILING AT THE TIME OF SHIPMENT OF THE GOODS.

RETURNED MERCHANDISE CLAIMS - WILL NOT BE ACCEPTED UNLESS AUTHORIZED IN WRITING BY OUR HOME OFFICE. ALL CLAIMS FOR DEFECTIVE MERCHANDISE MUST BE MADE WITHIN 30 DAYS OF THE RECEIPT OF SHIPMENT. CLAIMS FOR LATENT DEFECTS MUST BE MADE WITHIN 90 DAYS.

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTION 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

## STANDARD TERMS AND CONDITIONS OF SALE

1. **Acceptance:** This order is accepted by the seller (the "Company"), on and subject to the following terms and conditions, which terms and conditions may not be varied or added to except by a writing signed by the Company's duly authorized representative. Any terms in Purchaser's order or confirmation which are inconsistent herewith shall not be binding upon the Company. Telephone Monitoring - We treat every customer call confidentially. To ensure that you receive accurate and courteous customer service, on occasion, your call may be monitored by a second employee.
2. **Terms:** All orders will be accepted at time of shipping and invoicing, and will be billed at the price prevailing at the time of shipment of the goods.  
  
The terms of payment will be set forth on the face of the invoice.
3. **Freight:** All shipments are F.O.B. factory, Shipping Point. All risk of loss or damage to the goods shall pass to the Purchaser upon delivery of the goods to a common carrier, whether sold with freight allowed or otherwise. The Company reserves the right to ship goods via the most economical routing; if shipped otherwise upon the Purchaser's request, Purchaser shall pay the difference in rate of transportation.
4. **Taxes:** All sales, excise or similar taxes which the Company may be required to pay or collect with respect to the goods covered by this order shall be paid by Purchaser, except as otherwise provided by law.
5. **Excuse:** The Company shall not be liable for failure to perform this contract by reason of strikes, fires, floods, unavoidable accidents, wars, delays in transportation, acts of God, or other causes beyond its reasonable control.
6. **Warranty:** The customer assumes all risk and liability for results obtained by the use of the Company material, whether used singly or in combination with other products. The Company is not responsible for the performance of materials which are (a) over 180 days old or (b) stored under conditions other than those specified on the Company shipping or carton label. The Company warrants that its goods are as described on the face hereof and are of commercially acceptable quality. THE COMPANY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED AND ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED AND DISCLAIMED. THE COMPANY'S LIABILITY PURSUANT TO ANY WARRANTY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE MATERIAL SOLD OR REPAYMENT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR DAMAGE TO OTHER PROPERTY, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY SHALL HAVE NO LIABILITY FOR LOSS OF BUSINESS, BUSINESS INTERRUPTIONS, OR LOST PROFITS. IN NO EVENT SHALL THE COMPANY'S LIABILITY ON ANY WARRANTY OR CLAIMS WHATSOEVER, EXCEED THE COST OF THE MATERIALS SOLD.
7. **Claims:** Purchaser shall give written notice to the Company of any claims for breach of warranty within thirty (30) days after receipt of the goods if the breach or defect in the goods was or should have been discovered upon inspection of the goods; and Purchaser shall give written notice to the Company of any other claims for breach of warranty within ninety (90) days after it discovers or should have discovered such breach. Any remedy of the Purchaser against the Company shall be barred unless notice is given in accordance with the foregoing provision. All actions by the Purchaser for breach of warranty against the Company shall be brought within 180 days after the cause of action thereon accrues.  
  
The liability of the Company for breach of warranty shall be limited solely to either the replacement of the goods or the return of the goods and repayment of the purchase price to Purchaser at the Company's discretion; such remedy shall be the exclusive and sole remedy of the Purchaser against the Company. The Company shall not be liable for any consequential or incidental damages suffered by Purchaser as a result of any breach of warranty.
8. **Litigation:** In the event that suit is brought against the Purchaser with patent infringement by reason of its use of any of the goods sold hereunder, Purchaser shall give notice in writing to the Company of such suit within ten (10) days after the service upon the Purchaser of notice of such action. Failure to give such notice shall bar any claim of Purchaser against the Company resulting from such litigation.
9. **Applicable Law:** This Agreement shall be governed by and construed upon the laws of the State of Ohio and Federal law where applicable.
10. **Entire Agreement:** This Agreement contains the entire agreement between Purchaser and the Company and shall not be varied or added to except by a further written agreement signed by Company's duly authorized representative.
11. **Indemnities:** The Buyer shall indemnify and hold harmless the Producer from any and all loss, cost, expense and damages on account of any and all manner of claims, demands, actions and proceedings that may be instituted against the Producer on grounds alleging that the said product and method violates any copyright or any proprietary right of any person, or that contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal rights, except to the extent that the Producer has contributed to the matter. The Buyer agrees to, at the Buyer's own expense, promptly defend and continue the defense of any such claim, demand action or proceeding that may be brought against the Producer, provided further that the producer shall give to the Buyer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.