

Mohler Technology, Inc.
Purchase Order
TERMS AND CONDITIONS

1. **ACCEPTANCE:** Buyer's order expressly limits acceptance to the terms and conditions stated herein. Any purported acceptance containing additional or different terms will not operate as an acceptance of the order. Seller's shipment of goods in response to Buyer's order shall constitute acceptance on the terms and conditions set out herein, notwithstanding any additional or different terms contained in any acknowledgement or invoice form submitted by the Seller.
2. **PRICE:** Buyer's order shall not be filled at prices higher than specified on the purchase order, or, if no price is specified, at the price last quoted by Seller, or paid by Buyer to Seller, or at the prevailing market price, whichever is lower, unless such higher price is approved in writing by an authorized representative of the Buyer's Purchasing Division.
3. **MODIFICATION:** Modification, rescission or amendment of Buyer's order or the contract of sale resulting from its acceptance shall be ineffective unless approved in writing by an authorized representative of the Buyer's Purchasing Division.
4. **INSPECTION:** all goods furnished pursuant to Buyer's order shall be subject to Buyer's inspection and approval, notwithstanding prior receipt and payment, and if unsatisfactory may be returned, transportation both ways at Seller's expense.
5. **CHARGES:** Seller shall box, crate or package as necessary for shipment without charge unless specified otherwise on Buyer's order.
6. **DELIVERY, CANCELLATION:** Buyer shall have the right to cancel all or any portion of its order without liability if delivery is not made within the time stated herein.
7. **WARRANTIES: Seller represents and warrants:**
 - a. That the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. Seller certifies that the items will be produced in compliance with all applicable requirements of Section 12 of the Fair Labor Standards Act, as amended, of Sections 204©, (d), 212(b), 301-305, 401-403, and 501 of the Fair Labor Standards Amendments of 1966, and of regulations and orders of the United States Department of Labor issued under Section 501 thereof; and of Section 5(a) of the Occupational Safety and Health Act of 1970
 - b. That the goods under buyer's order do not infringe the claim of any copyright or United States patent, but Seller does not warrant against infringement by reason of the use thereof in combination with other material.
 - c. That all goods furnished pursuant to Buyer's order are free from defects and are of merchantable quality and are in accordance with Buyer's specifications.
 - d. That articles supplied hereunder shall be shipped in full compliance with packaging, labeling, shipping and documentation requirements, including hazardous materials, substances and waste requirements, of all state, local, national or international governmental agencies or authorities regulating any segments or modes of transportation employed to effect delivery of such articles to the Buyer.

Seller agrees to defend, indemnify and hold harmless Buyer against all liability, costs, expenses (including attorney fees), damages and judgments occasioned by or resulting from any breach of any of the foregoing warranties.
8. **ASSIGNMENT:** Seller shall not, in any manner, delegate its duty of performance or assign its rights or obligations under Buyer's order or the contract of sale resulting from its acceptance without Buyer's written consent. Any attempted assignment in violation of the preceding sentence shall be of no force or effect.
9. **INJURY OR DAMAGE:** The Seller hereby undertakes and agrees to protect, defend, hold harmless and indemnify Buyer and its affiliates from and against any demand, liability, cost or

expense (including reasonable attorney fees) arising from death or injury to any person or damage to property alleged to have resulted from the handling, display, sale, use, consumption or distribution of Seller's products or services (including, but not limited to, any repair or maintenance service) hereunder sold or to be supplied to or failure to meet specifications or other default on the part of the Seller in the manufacture, shipment or sale of its products or the rendition of its services; and Seller warrants and agrees that Seller has and will keep in full force and effect at all times, a public liability insurance policy or policies with coverage for both products and completed operations written by an insurance carrier acceptable to Buyer, in minimum amounts required by Buyer which shall not be less than \$1,000,000 for bodily injury per occurrence, \$1,000,000 aggregate, and \$300,000 for property damage per occurrence, \$300,000 aggregate, or, combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; and Seller will deliver to Buyer a completed certificate or certificates of insurance on forms supplied by the Buyer for that purpose and signed by an authorized representative of each of Seller's insurance carriers involved, certifying that such insurance has been issued to the Seller and is in full force and that if such insurance is cancelled or changed so as to effect the coverage, at least 30 days prior written notice of such cancellation or change will be sent to buyer.

10. **GOVERNING LAW:** Buyer's 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.

INSTRUCTIONS

MARKINGS: Show Buyer's order number on all packages.

PACKING SLIPS: Enclose packing slip itemizing contents with each shipment. Our purchase order line number must appear with each item on your packing slip.

INVOICES: Must show Buyer's order number, net weights and payment terms and transportation terms. Our purchase order line number must appear with each item on your invoice. Invoices improperly rendered may be returned for correction without loss of discount. In case of doubt concerning quality or where rejections occur, payment may be deferred without loss of discount. Cash Discount will be computed from date of invoice.

BILLS OF LADING: Show Buyer's order number, net weights and number of containers. If transportation is F.O.B. origin and transportation charges are for Buyer's account ship at value which will produce lowest transportation cost.