

Deltrol Fluid Products

Purchase Order Terms and Conditions

1. **ACCEPTANCE; PURCHASE ORDER CONSTITUTES ENTIRE AGREEMENT** - This Order constitutes Deltrol Fluid Products (Buyer's) offer and may be accepted by Seller (or Contractor where applicable) only in accordance with the terms hereof. This Order may be accepted by Seller by commencement of work, shipment of goods, or furnishing of services hereunder. Dispatch of Seller's acknowledgement form or other written document is required if it agrees with this Order with respect to the description, amount, price and time of delivery of the goods or services ordered. This contract constitutes the final written expression of the terms between Buyer and Seller regarding the products and is the complete and exclusive statement of those terms. Any terms, conditions, negotiations or understandings between the parties which are not contained in this contract shall have no force or effect unless in writing and signed by Buyer, expressly stating Buyer's intent to modify these terms and conditions.
2. **CHANGES** - Buyer shall have the right at any time to make changes in this Order by written notice to Seller, and Seller agrees to comply with such changes. If such changes cause a material increase or decrease in Seller's costs or time of performance of this Order, Seller shall notify Buyer immediately and negotiate an adjustment.
3. **PRICE** - If this Order is not priced it shall not be filled at prices higher than those last quoted and charged Buyer for the same articles. Prices shall not increase without Buyer's prior written consent, which Buyer may withhold in its sole discretion.
4. **PACKING** - All items are to be packed in suitable containers for protection in shipment and storage. Any highly polished, highly finished or precision parts are to be properly protected and packed in containers which will afford protection against deterioration. No charge shall be made for cartons, wrappings, packing, boxing, crating or other costs unless authorized by Buyer.
5. **SHIPPING** - Unless otherwise specified on the face of this Contract, Seller shall deliver the Products F.O.B. the facility named by Buyer. Every package or other shipping unit, bill of lading, shipping memorandum and invoice must be marked with Buyer's Purchase Order Number. Deltrol Fluid Products will only accept +/- 5% on order fulfillment unless previously authorized.
6. **PAYMENTS – DISCOUNT DATES** - Date as basis for each discount calculation, is date material is received or date acceptable invoice is received, whichever is later. Invoices will be paid within 45 days of the receipt of goods or services.
7. **RIGHT OF INSPECTION AND REJECTION** - Material and equipment supplied by Seller shall be received subject to Buyer's inspection and approval within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at Seller's expense. No material or equipment returned to Seller as defective shall be replaced except upon Buyer's formal authorization.
8. **ASSIGNMENT** - Neither this Order nor any interest therein nor any claim arising hereunder shall be transferred or assigned by Seller without the prior written consent of Buyer. Buyer may transfer or assign the benefits of this agreement, in whole or in part, including without limitation the Seller's warranty, without the approval of Seller.
9. **GOVERNING LAW** - This contract shall be governed by and construed according to the internal laws of the State of Illinois, U.S.A., including, without limitation, the Uniform Commercial Code as adopted in the State of Illinois, U.S.A. This contract and purchases hereunder shall not be governed by the provisions of the United Nations Convention of Contracts for the International Sale of goods. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this contract of the relationship of the parties shall be brought in a Court situated in the State of Illinois, U.S.A. both parties hereby irrevocably admit themselves to and consent to the jurisdiction of said Court.
10. **WARRANTY** - Seller warrants that all goods or services furnished pursuant to this Order will be free from defects in material or workmanship and will be in conformity with the requirements of this Order, including drawings and specifications, if any, and reasonably fit for the purpose disclosed in this Order or in such drawings and specifications, and Seller further warrants that such goods or services will be merchantable and fit for the purpose for which they are sold, and where design is Seller's responsibility, will be free from defects in design. Buyer's approval of Seller's design or material shall not be construed to relieve Seller of the warranties set forth herein. Without limitation of any rights which Buyer may have at law by reason of any breach of warranty, goods which are not as warranted may at any time within twelve (12) months after delivery be returned at Seller's expense. Buyer at its option may require Seller either to replace such goods at no increase in price (Seller must pay all repacking, transportation and handling charges both ways) or to refund the purchase price and any charges in connection therewith.
11. **INDEMNITY** - Seller shall defend, indemnify and hold harmless Buyer from any claims, suits, judgments, fees and costs (including attorney's fees) based on or arising out of the Seller's products, services and/or the resale or use of the products purchased hereunder including death, personal injury, or damage to property. In no event shall Buyer be liable for consequential, incidental, special, indirect or punitive damages arising in relation to these terms and conditions or the parties' relationship, and seller agrees to indemnify and hold buyer harmless therefrom.

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12. **INSURANCE REQUIREMENTS** - Seller agrees to be responsible for bodily injury or property damage resulting from Seller's performance on this purchase order and hereby represents and warrants that Seller is carrying adequate insurance to cover such liabilities. Seller also agrees to carry fire and extended coverage insurance and be responsible for any of the Buyer's property while in Seller's possession, agrees to maintain same in good condition and not to dispose of same except in accordance with Buyer's written instructions.
13. **COMPLIANCE WITH LAWS** - Seller, expressly warrants to Buyer, Buyer's customer and to the ultimate user that the products and their production, storage, pricing, delivery and sale hereunder are in compliance with foreign, federal, state, and local laws applicable thereto, including, without limitation, all packaging and labeling laws. The Products, and all of their ingredients, elements and components, fully and completely comply with and satisfy the requirements of all environmental or health and safety related laws, regulations, treaties, ordinances, and /or rules, whether international, national, state or local, including, without limitation, the Montreal Protocol, REACH (of the European Union), RoHS (of the European Union) and Title VI of the Clean Air Act, 42 U.S.C.7401 et seq., and Seller is conveying good title to the Products, free and clear of any liens or encumbrances. Seller will monitor the publication by the European chemicals Agency of the list of substances meeting the criteria for Authorization under REACH (the "candidate list") and immediately notify Buyer if any of the goods supplier to buyer is manufactured by Seller with or contains a substance officially proposed for listing on the candidate list. Seller shall provide Buyer with the name of the substance as well as with sufficient information to allow Buyer to safely use the goods, Seller further warrants to Buyer and agrees that it will not sell Buyer any products that contain Conflict Minerals sourced from the Democratic Republic of the Congo or any adjoining country. As used herein, the terms "Conflict Minerals" and "adjoining country" are used as defined for purposes of Form SD of the Securities and Exchange commission (currently defined to mean gold, Columbite-tantalite (coltan), cassiterite, wolframite, or their derivatives, tantalum, tin, and tungsten). wolframite, or their derivatives, tantalum, tin, and tungsten).
14. **CHEMICAL SUBSTANCE IDENTIFICATION** - By acceptance of this Order, Seller certifies that any chemical substance(s) furnished pursuant to this Order has GHS labels and Safety Data Sheets, have been provided to Buyer as defined in the OSHA Hazard Communication Standard (HCS) (29 CFR 1910. 1200).
15. **TERMINATION** - Buyer, by written notice, may terminate this order, in whole or in part. In the event this order is terminated as a result of Seller's default, the Seller shall be liable for all damages allowed in law or equity, including the excess cost of re-procuring similar items. If this order is terminated for the convenience of Buyer, Seller will be compensated to the extent that items have been accepted by Buyer prior to the effective date of termination. Other than to this extent, Buyer shall not be liable to Seller for any damages on account of its failure to accept all of the items ordered.
16. **CONFIDENTIALITY/TRADE SECRETS** - All specifications, data and other information furnished by Buyer, or its agents, to Seller in connection with this order remain the exclusive intellectual property of Buyer and shall be treated by the Seller as proprietary and shall not be disclosed or used, outside the limitation of this order, without prior written approval of the Purchasing Manager. In addition, the purchase of the Seller's product does not authorize the Seller to use the name of or make reference to Buyer for any purpose in any releases for public or private dissemination, nor shall the Seller divulge or use in any advertisement or publication any specifications, data, or other information pertaining to or relating to this usage without prior written approval of the Purchasing Manager.
17. **PATENT PROTECTION** - To the extent the articles or materials delivered hereunder are not manufactured pursuant to designs originated by Buyer, Seller guarantees that the sale or use of any, or all articles or materials delivered hereunder will not infringe any United States Patent, and agrees that Seller will save Buyer, its customers and users harmless from any loss damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights with respect to such articles or materials and that it will at its own expense defend any action, suit or claim in which such infringement is alleged.
18. **BUYER PROPERTY** - Any materials, equipment, tools, dies, drawings or other properties furnished by Buyer or paid for by Buyer relating to or used in the manufacture of such properties, shall remain Buyer's property. Any Buyer property shall be used only for performance under this Contract and, on demand, must be returned to buyer in accordance with Buyer's instructions without charge. Seller agrees, as a condition of this Contract, that it will: (i) properly mark/label, identify and segregate any and all Buyer property in such fashion as to clearly identify such items as being the property of Buyer, (ii) prevent the commingling of said Buyer property with other material in Seller's possession except in accordance with applicable Buyer specifications or Buyers written approval and (iii) assume responsibility of all taxes and risk of loss or damage with respect to said Buyer property at all times until such property is returned to Buyer.