

FULTON INDUSTRIES TERMS AND CONDITIONS OF PURCHASE

ENTIRE AGREEMENT: This order represents the entire agreement between the parties hereto regarding the goods ordered hereunder and any alteration, amendment, or modification must be made in writing signed by both parties and referring specifically hereto. This order may be accepted only by the Seller's execution of the acceptance on the duplicate copy hereof and its return to Fulton Industries, Inc. (hereinafter called "Fulton"). If the Seller shall, for its own convenience, in addition to such acceptance desire to use its own form of acknowledgment, any provisions thereof which modify, conflict with, contradict or add to the provisions of this order shall be deemed waived and the provisions of this order, upon such acceptance shall constitute the whole contract between the parties.

1. **DELIVERY:** The Seller agrees to a 100% performance level for delivery of the items in the quantities, within the time, at the prices specified on the face hereof, and in accordance with the drawings, designs, specifications, descriptions, and samples furnished or specified by Fulton. Any failure by the Seller to comply with the foregoing shall entitle Fulton, in addition to any other rights or remedies, to cancel this order and be relieved of all liability for any undelivered portion. The Seller shall, with reasonable promptness after it appears a delay is likely to result, give notice in writing that delivery will be delayed and the cause and probably extent thereof.

Items received more than seven (7) days before schedule may, at Fulton's option, be returned at Seller's risk and expense or be accepted and payment thereof withheld until schedule date.

Early shipment, overshipment, or undershipment in quantity will not be accepted unless previously agreed upon by the Fulton Industries purchasing department.

Partial shipments will be at supplier's expense unless prior arrangements approved by Fulton.

Unless otherwise agreed, Fulton will not accept COD shipment.

Each shipment must be authorized prior to shipment by the Fulton Industries purchasing department.

All purchase orders must be acknowledged.

2. **PACKING SLIPS AND INVOICES:** No charge will be allowed for packing, boxing, cartage, or storage unless fully and separately itemized on the face hereof, but damage to any material not packed to insure proper protection to same, will be charged to the Seller.

The purchase order number, the Fulton part number, tare weights, net weights and gross weights must appear on each packing slip, invoice, and bill of lading.

The purchasers receiving count will be accepted as conclusive on all shipments not accompanied by a packing slip.

3. **DESIGN, TOOLS, ETC.:** Any design, pattern, specification, description, samples, tool, die, jig, fixture, gauge, drawing or test equipment heretofore or hereafter furnished by Fulton in connection with the order shall remain Fulton property to be delivered to Fulton upon request, and shall not be used in the manufacture of any article for others than Fulton. Special designs, patterns, specifications, descriptions, samples, tools, dies, jigs, fixtures, gauges, drawings and test equipment, acquired specifically or manufactured for performance of this order, the cost of which has been included in computing the price specified on the face hereof, or for which Fulton is to pay Seller as a separate item as indicated on the face hereof, shall upon such payment, become the property of Fulton and shall be marked as directed, held for delivery to Fulton, and shall not be used in the manufacture of any articles for others than Fulton. Seller hereby expressly agrees to be responsible for and to protect Fulton against loss or damage to the foregoing items owned or acquired by Fulton while in possession of the Seller, ordinary wear and tear expected.

Unless otherwise stated on the face hereof, Fulton shall have no obligation to furnish, maintain, pay for or replace designs, specifications, descriptions, samples, tools, dies, jigs, fixtures, gauges, drawing and test equipment of any kind required for the Seller's performance of this order.

4. **CHANGES:** Fulton reserves the right, by written notice issued hereunder, to make changes in the drawings, designs, specifications, descriptions or samples and in the dates of delivery specified in the schedule set forth on the face hereof, except that no change shall accelerate the rate of delivery hereunder without the Seller's consent.

5. **WARRANTY:** The Seller expressly warrants that all materials and work covered by this order; (a) shall be of good quality and workmanship and free from defects, latent or patent, (b) shall conform to the drawings, designs, specifications, descriptions and samples furnished by Fulton, and (c) shall be suitable and sufficient for the intended purposes. Without Fulton's present assent, no materials may be substituted in lieu of those specified and no modifications may be made in the drawings, designs, specifications, descriptions or samples furnished or specified by Fulton.

6. **INSPECTION:** All materials shall be received, and work shall be performed, subject to Fulton's inspection and rejections. Articles not in conformity with warranty herein may, at Fulton's option, be returned to the Seller for repair, replacement, credit or refund as Fulton may direct, or Fulton may retain same at a proper adjustment or price. Fulton shall be reimbursed for all expenses of handling, inspection and return of defective articles. Certifications of material, if applicable, must accompany each shipment. Fulton Industries personnel and its customers reserve the right to visit your facility at any time.

Any change in process, materials, or subcontractors must be authorized by Fulton before shipment. Refer to current AIAG PPAP manual. All expenses incurred as a result of unauthorized shipments will be the responsibility of the supplier.

7. **PATENTS:** Unless the articles ordered were manufactured in accordance with drawings, designs, specifications, descriptions, or samples furnished by Fulton, the Seller warrants that the goods covered by this order and the sale or use of them will not infringe any United States of foreign letters patent, and the seller agrees to defend, protect and save harmless Fulton, and its successors, assigns, customers, and users of its products, against all suits at law of in equity and from all damages and expenses resulting from claims and demands for actual or alleged infringements of any patent by reason of the sale or use of the articles covered hereby. Fulton reserves the right to control or participate in any such patent infringement action brought against it.

8. **TAXES:** The prices herein stated include all direct federal taxes, state and local sales and use taxes imposed on the Seller or to be collected by the Seller on items furnished hereunder. The Seller shall set forth all applicable taxes as separate items on invoices to be paid by Fulton unless Fulton shall furnish the Seller with tax exemption certificates.

9. **FAIR LABOR STANDARDS ACT:** Seller agrees, in connection with the production of the articles specified herein to comply 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 U.S. Dept. of Labor, issued under Section 14 thereof, and to all other Federal, State and Local Laws. Ordinances and Regulations of Public Authority. The Seller agrees to furnish Fulton with satisfactory evidence of compliance with any such laws, Ordinances or Regulations.

(a) Equal Employment Opportunity Clause: "The Equal Opportunity Clause in Section 202 paragraphs 1 through 70 of Executive order 11246, as amended, relative to Equal Employment Opportunity and the implements Rules & Regulations of the office of Federal Contract Compliance are incorporated herein by specific reference.

(b) Affirmative Action Compliance Program: The Contractor or Vendor shall certify that it has developed and presently has in full force and effect a written affirmative action Compliance Program in accordance with the Requirements set forth in Title 41 Part 60-1, obligations of Contractors and Vendors, Section 60-1-40 of the Code of Federal Regulations, effective July 1, 1968 as amended.

10. **TERMINATION WITHOUT CLAUSE:** (a) Fulton may terminate this offered in whole or in part at any time by written or telegraphic notice if such is deemed by Fulton to be in the best interests of its business. Upon receipt of any such notice or termination, the Seller shall, except as may be otherwise directed by Fulton, (i) discontinue all work on this order, (ii) store and insure for or deliver to Fulton, after obtaining Fulton's instructions, all property not previously delivered in which Fulton is to acquire an interest hereunder, including any articles completed and any partially completed portion of articles in process in accordance with this order. The Seller shall promptly comply with Fulton's directions respecting each of the foregoing without awaiting settlement of payment of its termination claim.

(c) The foregoing paragraphs shall not affect or impair any right of Fulton to terminate this order for cause.

11. **TERMINATION FOR CLAUSE:** Fulton reserves the right to cancel this order partially in the event materials or work specified fail to conform to the warranty, in the event the Seller fails to make deliveries as specified in this order, or in the event the Seller breaches any other term or condition of this order, Fulton, without prejudice to any other right available to it for breach of contract, shall have the right (a) to refuse to accept delivery of material or performance or work, 9b) to return to the Seller any materials already accepted and to recover from the Seller all payments made therefor and all payment made for freight, storage, handling, and other expenses incurred by Fulton, and to be relieved from liability for any future payments to the Seller, and (c) to purchase elsewhere and charge the Seller with any resultant losses.

12. **PUBLICITY:** The Seller shall not, without first obtaining the written consent of Fulton, in any manner advertise or publish the fact that Seller has contracted to furnish Fulton the material herein ordered.

13. **APPLICABLE LAW:** The rights of the parties hereto shall be determined by the laws of the State of Ohio and to this end this agreement shall be constructed and considered as a contract made to be performed in the State of Ohio.

14. **MSDS forms, if applicable, must be sent at time of shipment.**

15. **GOVERNMENT, SAFETY, AND ENVIRONMENTAL REGULATIONS:** All purchased materials used in part manufacture shall satisfy current government safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country or manufacture and sale.

16. **STATUTORY/REGULATORY:** All purchased products or materials used in product shall conform to applicable statutory and regulatory requirements.