



TERMS AND CONDITIONS

Notwithstanding any inconsistent or additional terms that may be embodied in your purchase order, we accept your order, subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, we accept you order only on the express condition that you assent to the terms contained below, and your acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms. This document constitutes the full understanding of the parties and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be bound.

1. WARNING Buyer expressly agrees as a condition of its purchase of the items sold herein that it will indemnify and hold seller harmless from any and all claims that may hereafter at any time be asserted by any subsequent owner or user of the items sold hereunder, or asserted by any agent or employee of such user or by any third party arising from purported defect in the items or by reason of the use of these items. Purchaser agrees to assume all responsibility in connection with the goods upon delivery thereof to the customer.
2. HAZARDS LIABILITY Purchaser shall indemnify and save the seller and its employees harmless against any and all liabilities, penalties, demands, claims, causes of action, suits, losses, damages, cost and expense (including cost of defense, settlement and reasonable attorneys' fees) whatsoever arising from or growing out of possession, handling, or use by purchaser or by others of goods purchased. Upon request of seller, purchaser shall promptly defend any such demand, claim, cause of action or suit. Purchaser further agrees to make full reimbursement to seller for any damages.
3. FORCE MAJEURE Deliveries may be suspended in case of act of God, war riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities, accident, breakage of machinery or apparatus, national defense requirements, or any cause beyond the control of such party, preventing the shipment, acceptance, or consumption of a shipment of the goods. Such deliveries so suspended shall be cancelled without liability, but the contract shall otherwise remain unaffected.
4. PURCHASER'S CREDIT Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event purchaser fails to pay for any one shipment when same becomes due. Should purchaser's financial responsibility become unsatisfactory to seller, cash payments or satisfactory security may be required by seller for future deliveries and for goods theretofore delivered.
5. INDEMNIFICATION Purchaser assumes all risks from handling, storage, resale, disposal, or from other use of disposition of the goods, and purchaser agrees to indemnify seller for any amounts seller may pay pursuant to judgment or settlement of any claims made against seller by reason of damage to property or injury to persons resulting from purchaser's handling, storage, resale, disposal or from other use or disposition of the goods.
6. DAMAGES In the event of a breach or repudiation of this contract by seller, purchaser shall not be entitled to recover any incidental damages or any consequential damages, as those terms are defined in section 2-715 of the uniform commercial code.
7. ASSIGNMENT Purchaser may not assign its rights or delegate its performance hereunder without the prior written consent of the seller, and any attempted assignment or delegation without such consent shall be void.
8. MISCELLANEOUS This contract is to be construed according to the laws of the Commonwealth of Pennsylvania.
9. TAXES All taxes assessed to this order are the responsibility of the purchaser, including local and regional sales tax and personal property tax.
10. BLANKET ORDER POLICY All shipments for a blanket order must be scheduled such that the order is completed within 12 months of the first delivery date. The maximum number of shipments allowed for a given blanket order is determined by the dollar value of the related line item based upon the following guide;

Less than \$2,500	No Blanket Orders Accepted
\$2,500 - \$4,999	2 Scheduled Release Dates
\$5,000 - \$9,999	4 Scheduled Release Dates
\$10,000 - \$49,999	6 Scheduled Release Dates
\$50,000+	Will Be Discussed

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