



CONSOLIDATED INDUSTRIES, INC. CONDITIONS OF PURCHASE

1. **ACKNOWLEDGMENT:** If this order is accepted, the acknowledgment copy, indicating your acceptance of the order and all conditions herein stated, must be signed and returned immediately.
2. **INVOICES AND PACKING SLIPS:** Invoice in duplicate and mail with Bill of Lading or Express Receipt immediately after each shipment. Packing slip with reference to Purchase Order Number must accompany each shipment. Buyer's failure to receive invoices promptly will make it necessary for Buyer to extend payment date without loss of discount. Buyer reserves the right to compute the cash discount date of each invoice from the date on which Seller correctly completes Seller's portion of the transaction involved, including the issuance and forwarding of correct invoice, and to add to the discount period any additional time required by Buyer in consequence of Seller's failure to execute this order.
3. **QUALITY AND INSPECTION:** We reserve the right to inspect all shipments after delivery to us and to reject any material which may be, defective or not in accordance with specifications as to quality or performance.
4. **PATENTS AND COPYRIGHTS:** Seller warrants that there is no violation of patent rights or copyrights in manufacturing, producing or selling the material or equipment covered by this order or in the use of such material or equipment by the buyer in the usual or intended manner, and seller agrees to hold the purchaser harmless from any and all liability, loss, or expense occasioned by any such violation.
5. **NON-PERFORMANCE:** Time is of the essence of this order. In the event of seller's failure to deliver as and when specified, purchaser reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and seller agrees that purchaser may return part or all of any shipment so made and may charge seller with any loss or expense sustained as a result of such failure to deliver.
6. **PRICE:** Except with our prior agreement, this order must not be shipped or invoiced at prices higher than shown hereon. If price is omitted on order, it is agreed that seller's price will be the lowest prevailing market price and in no event is this order to be filled at higher prices than last previously quoted or charged without purchaser's written consent.
7. **EH&S REQUIREMENTS:** When working on Consolidated Industries property, all site specific safety and personal protective equipment requirements must be adhered to.
8. **FAIR LABOR STANDARDS ACT:** Seller shall insert a certificate on all invoices submitted in connection with this order stating that the goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.
9. **INSURANCE:** If seller performs labor or services under this order within the plant or on the premises of buyer, Workmen's Compensation and Liability Insurance Certificates must be submitted to and approved by buyer before such labor or services begin, in addition Seller must conform to all safety rules of this company and agrees to indemnify and save harmless the company from all claims for injury and or/loss of life arising out of the performance of any service hereunder.
10. **GOVERNMENT REGULATIONS:** In the performance of work under this order, Seller agrees to comply with all federal, state, or local laws, rules regulations, ordinances.
11. The Equal Employment Opportunity Clause in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity and the implementing rules and regulations of the Office of Federal Contract Compliance are incorporated herein by specific reference.
12. All information provided with this purchase order is proprietary and confidential information. No part of this information shall be used for any purpose other than accomplishing order requirements without buyer's written authorization.
13. Buyer retains the right of entry to seller's facility for purposes of administering this purchase order or any activity required in connection with this agreement, with advance notice at reasonable times and intervals. This right is also afforded to buyer's customer, eventual OEM and regulatory authorities. This statement will be required on all subcontracted operations.
14. Shipments or deliveries shall be strictly in accordance with quantities and schedules specified on this order. Seller is required to notify buyer in writing at earliest time it appears seller shall not meet schedule.
15. The performance of work under this purchase order which has not been delivered in accordance therewith may be terminated, without cause, in whole or in part, by buyer upon written notice. Buyer shall not be liable for anticipated profit.