



## **Antrim Machine Products Terms and Conditions**

By accepting this order you agree to defend protect and save harmless ANTRIM MACHINE PRODUCTS, INC its successors, assigns, customers and users of its products, against all suits in law or equity, and from all damage claims and demands for actual or alleged infringement of United States or Canadian letters patent, by reason of the use of the articles hereby ordered.

No charge for packing or drayage will be allowed. Payments made by Voucher only. No drafts will be honored. We reserve the right to cancel if not fill as specified. No material in excess of specifications will be accepted. Raise objection, if any, before proceeding to execute.

All invoices must be rendered in duplicate on day of shipment. Original only to carry price. Bill of Lading must accompany invoice.

Your invoices must carry certificate that goods were not produced under less than minimum conditions required by the Wage-And-Hour Law. Invoices not carrying this certificate cannot be passed for payment. Please list Packing Slip Number on Invoice.

### 1. ACCEPTANCE

(a) THIS ORDER IS BUYER'S OFFER TO SELLER AND DOES NOT CONSTITUTE AN ACCEPTANCE BY BUYER OF ANY OFFER TO SELL QUOTATION OR PROPOSAL. ANY REFERENCE TO SUCH OFFER TO SELL QUOTATION OR PROPOSAL IS SOLELY FOR THE PURPOSE OF INCORPORATING THE DESCRIPTION AND SPECIFICATIONS OF THE GOODS AND SERVICES CONTAINED THEREIN TO THE EXTENT THAT SUCH DESCRIPTION AND SPECIFICATIONS ON THE FACE OF THE ORDER. THIS ORDER CONSISTS ONLY OF THE TERMS CONTAINED HEREIN AND ON THE FACE OF THIS ORDER AND ANY SUPPLEMENTS, SPECIFICATIONS OR OTHER DOCUMENTS EXPRESSLY INCORPORATED HEREIN BY REFERENCES.

### 2. NON-ASSIGNMENT

Assignment by seller of this order or any part thereof without the written consent of Buyer shall be void.

### 3. GOVERNMENT REGULATIONS.

(a) Fair Labor Standards Act. Each of Seller's invoices covering materials covered by this purchase order must carry to following certificate or its equivalent in order to be passed for payment. "Seller hereby certifies that any material covered by this invoice were produced in compliance with all applicable requirements of the Fair Labor Standards Act. As amended and of regulations and orders issued thereunder."

### 4. INDEMNITY AND INSURANCE. Seller shall defend

indemnify Buyer against all damages, liabilities claims, losses and expenses ( including attorneys fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder or from any act or omission of Seller., its agents, employees or sub-contractors. Seller shall maintain such public liability insurance (including products liability, completed operations, contractors liability and protective liability). Automobile liability insurance (including non-owned automobile liability). And workmen's compensation and employer's liability insurance as will adequately protect Buyer against such damages liabilities claims losses and expenses (including attorneys fees). Seller agrees to submit certificates of insurance evidencing its insurance coverage when requested by buyer.

### 5. TIME OF PERFORMANCE. Time of performance is the essence.

6. TERMINATION. Buyer may at any time terminate this order in whole or in part for its convenience upon written notice to Seller in which event Seller shall be entitled to reasonable termination charges consisting of a percentage of the order price reflecting the percentage of the work performed prior to termination plus actual direct costs resulting from termination.

7. PROPRIETARY INFORMATION. The specifications, drawings, designs, manufacturing data and other information transmitted to Seller by Buyer in connection with the performance of this purchase order are the property of Buyer and are disclosed in confidence upon the condition that they are not to be reproduced or copied or used for furnishing information or equipment to others. Or for any other purpose detrimental to the interest of Buyer.

8. MODIFICATION OF AGREEMENT. This purchase agreement may not be modified except by a writing signed by both Buyer and Seller.

9. PATENTS. Seller agrees, at its own expense to defend any suit or action against Buyer or against those selling or using the goods or services covered by this order for alleged infringement of patent or invention rights arising from the sale or use of such goods or services and to indemnify and save Buyer harmless from any damages, liabilities, claims, losses and expenses (including attorneys fees) and incurred by Buyer in connection with any such suit or action whether against Buyer or against those selling or using the goods or services covered by this order provided however, that this indemnity shall not apply to any such damages, liabilities, claims, losses or expense arising out of compliance by Seller with specifications furnished by Buyer.

### 10. WARRANTY. Seller expressly warrants that all goods and

services covered by this order shall conform to the specifications, drawing, samples or other description upon which this order is based shall be fit and sufficient for the purpose intended merchantable of good material and workmanship and free from defect and that goods and services of Seller's design will be free from defect in design. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect Sellers obligation under this warranty and such warranty shall survive inspection, test acceptance and use. This warranty shall run to Buyer it successors, assigns and customers and the users of its products. Seller agrees to replace or correct defects in any goods or services not conforming to the foregoing warranty promptly without expense to Buyer when notified of such non-conformity by Buyer. In the event of failure by Seller to correct defects in or replace non-conforming goods or services promptly. Buyer after reasonable notice to Seller may make such corrections or replace such goods and services and charge Seller for the costs incurred by Buyer thereby.