

George Koch Sons, LLC

Terms and Conditions

SHIPPING AND BILLING INSTRUCTIONS

- ACKNOWLEDGEMENTS:** Seller agrees to acknowledge this order immediately (in writing) if Seller is unable to comply with any of the Purchase Order requirements (including but not limited to price and delivery). If no written acknowledgement is received within fourteen (14) days from date of the Purchase Order, acknowledgement shall be presumed.
- PACKING:** All materials shall be suitably packed, tagged with our mark numbers as shown on face of Purchase Order, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost, and no additional charge shall be made to the Buyer therefore unless otherwise stated herein.
- MARKING:**
 - Unless otherwise specified herein, Seller shall properly mark each package with Buyer's Purchase Order Number, and each package of a multiple package shipment shall be consecutively numbered. Purchase Order Number, Package Numbers and mark numbers shall be shown on Packing Slips, Bills-of-Lading and Invoices.
 - One packing slip must accompany each shipment.
 - No charge shall be made by Seller for drayage or storage, unless otherwise stated herein.
- SHIPPING:**
 - Seller agrees to describe material on bill-of-lading or other shipping receipt and to route shipment in accordance with instructions issued by Buyer.
 - Original bill-of-lading, or other shipping receipt, for each shipment shall be promptly forwarded by Seller.
- INVOICES:**
 - Seller agrees to render in DUPLICATE, on day of shipment, a separate invoice for each order, stating best cash discount.
 - Non-discount invoices will be payable net 45 days.
 - Billing prices are not to exceed those shown herein except by mutual agreement prior to shipment.

ADDITIONAL TERMS AND CONDITIONS

- CONTRACT:** The contract resulting from the acceptance of this order is to be construed according to the laws and/or statutes of the State of Indiana. This contract is non-assignable by Seller except by the express written consent of the Buyer.
- DELIVERY SCHEDULE:** Deliveries are to be made both in quantities and at times specified in schedules furnished by Buyer. Buyer will have no liability for payment for material or items delivered to Buyer which are in excess of quantities specified in the delivery schedules. Buyer may from time to time change delivery schedules or direct temporary suspension of scheduled shipments. Promptness of deliveries of material as specified herein is of the essence of this order.
- WARRANTY:** Seller expressly warrants that all the material and work covered by this order will conform to the specifications, drawings, samples or other description furnished or specified by Buyer, and will be merchantable, or good material and workmanship and free from defect. Seller expressly warrants that all the material and work covered by this order, which is the product of Seller or is in accordance with Seller's specifications, will be fit and sufficient for the purposes intended. Further, the Seller expressly warrants that the material and work covered by this order will carry a minimum two year warranty, or longer as offered by Seller, from date the material is put into service.
- INDEMNITY BY THE SELLER:** It is specifically understood and agreed that the Seller shall indemnify the Buyer and hold the Buyer harmless from any and all claims, liability, and expenses (including attorneys fees) relating to personal injury, property damage, or economic injury arising from alleged defective design, material, workmanship or late deliveries of the goods sold under this Purchase Order.
- CANCELLATION:** Buyer reserves the right to cancel all or any part of this order.
- INSPECTION:** All material shall be received subject to Buyer's inspection and rejection. Defective material, or material not in accordance with Buyer's specifications will be held for Seller's instruction and at Seller's risk and, if Seller so directs, will be returned at Seller's expense. Payment for material on this order prior to inspection shall not constitute acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects.
- CHANGE IN SPECIFICATIONS:** Buyer reserves the right, at any time, to make changes in drawings and specifications as to any material and/or work covered by this order. Any differences in price or time for performance resulting from such changes shall be equitably adjusted and the contract and/or schedule shall be modified in writing accordingly.
- MATERIAL FURNISHED BY BUYER:** Any material furnished by Buyer, on other than a charge basis in connection with this order, shall be deemed as held by Seller upon consignment. All such materials not used in the manufacture of the products covered by this purchase order shall, as directed, be returned to Buyer at Buyer's expense, and, if not accounted for or so returned, shall be paid for by Seller. All such materials, including, but not limited to, tools, dies, gauges, jigs, fixtures, etc., owned by Buyer, shall be fully covered by Seller with fire and extended coverage insurance.
- REMEDIES:** The remedies set forth in this Purchase Order are cumulative. The Buyer is also entitled to any and all additional remedies provided by law or equity for breach of this Purchase Order. The Buyer's waiver of a breach of any provisions of this Purchase Order shall neither constitute a waiver of any other breach nor a waiver of such provision of the Purchase Order.
- PATENTS:** Seller agrees to defend, protect and save harmless Buyer, its successors, assigns, customers and users of its products, against all claims, demands and suits at law or in equity, and from all damages, costs and expenses for actual or alleged infringement of any United States or foreign patent or trademark or copyright by reason of the use or sale of the material ordered.
- TECHNICAL INFORMATION DISCLOSED TO BUYER:** Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this order.
- INSURANCE:** If this order covers the performance of labor for Buyer, Seller agrees to indemnify and protect Buyer against all liabilities, claims or demands for injuries or damage to any person or property growing out of the performance of this contract by Seller, its servants, employees, agents or representatives. Seller further agrees to furnish upon Buyer's request insurance carrier's Certificate showing that Seller has adequate compensation, public liability, property damage, and automotive insurance coverage and designating the Buyer as an additional named insured under each of these coverages. Said Certificate must set forth the amount of coverage, number of policy and date of expiration. If Seller is self-insurer, the Certificate of the appropriate state agency of the state in which said labor is to be performed must be furnished by such state agency directly to Buyer. The purchase of such insurance coverage or the furnishing of the aforesaid Certificate shall not be in satisfaction of Seller's liability hereunder or in any way modify Seller's indemnification of Buyer. Said indemnification shall be applicable even if allegations of negligence against the Buyer are made by any third party.
- GOVERNMENT REGULATIONS:** In the performance of work under this order, Seller agrees to comply with all applicable Federal, State and local laws, rules, regulations or Ordinances, upon which agreement Buyer specifically relies.
- NO ORAL AGREEMENTS:** No employee or agent of the Buyer has the authority to modify the terms and conditions of this Purchase Order by oral agreement. No modification of such terms and conditions shall be binding on the Buyer unless made in writing and signed by the Buyer's authorized representative.
- PROPRIETARY RIGHTS:** Seller agrees that Buyer's products, designs, processes, and operations are proprietary data and shall not be utilized for purposes other than those required by this Purchase Order without written permission of Buyer.
- SEVERABILITY:** If any provisions of this Purchase Order shall be prohibited by or invalid under applicable law, such prohibition or invalidity shall not invalidate or render ineffective the remaining provision.
- ACCEPTANCE:** The delivery of the articles, good or materials set out on the face of this document shall constitute acceptance by Seller of the terms and conditions set out herein. Alternatively, by signing below, Seller accepts the Terms and Conditions set out herein and Seller agrees that all Purchase Orders shall be governed by these Terms and Conditions and that these Terms and Conditions need not accompany every future Purchase Order.
- OPTIONAL SIGNATURE LINE:** To prevent receiving these Terms and Conditions on future purchase orders, please have an authorized agent sign below and fax this page to 812-465-9655.

Supplier Name ("Seller"): _____

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____