

**TERMS AND CONDITIONS OF
THIS WORK ORDER INCLUDE:**

1. **Entire Contract.** This Work Order contains all of the terms and conditions of Seller's Agreement with Buyer. No other terms or conditions are valid unless in writing and signed by both Seller and Buyer and no changes in Buyer's order will be accepted unless set forth in writing signed by Seller.

2. **Other Forms.** If another form of agreement is utilized and unless it is expressly stated to the contrary in such other form, all of the terms and conditions hereof shall be deemed a part thereof, and they shall prevail over and inconsistent provisions in such other form.

3. **Security Interest and Right to Reclaim.** Seller expressly retains a security interest in the goods until Seller is paid in Full. Buyer represents to Seller that Buyer has not ceased to pay his debts in the ordinary course of business, that he can pay his debt in the ordinary course of business, that he can pay his debts as they become due, and that he is solvent within the meaning of the bankruptcy law. Seller reserves the right to reclaim the goods if this representation is incorrect.

4. **Bad Checks.** If Buyer pays by check and his check is dishonored by the bank, Buyer shall be liable to Seller for liquidated damages of \$100 or, if higher, three times the amount of the dishonored check up to a maximum of \$500.

5. **Risk of Loss.** Risk of loss shall pass to Buyer when the goods leave Seller's plant and Buyer agrees to insure Seller's interest therein until Seller is paid in full

6. **Shortage.** All claims for shortage must be made within five days after receipt of shipment.

7. **Limited Warranty and Claims.** Seller warrants that its goods are free from defects, provided, however, that all claims for defective materials are waived unless made in writing within ten days from the date of shipment. Seller's liability is limited to replacing the material or refunding the invoice value of the material sold. Except as provided herein, Seller makes no warranties or representations of any kind whatsoever unless expressly set forth on the reverse side of this Work Order.

8. **Delays.** Seller shall not be liable for any delay or inability to deliver goods which is caused by fire, or other casualty, accident, labor disputes, riots, extraordinary conditions arising from war or government regulations, lack of transportation facilities or delay in transportation, inability to secure specified materials, equipment, facilities or labor through regular recognized channels, acts or failure to act by governmental bodies or their agents or by any other cause, whether similar or dissimilar to the foregoing, beyond Seller's reasonable control.

9. **General Indemnification.** Buyer shall defend, indemnify, and save Seller harmless from and against any and all liability, loss, costs, attorneys' fees and expenses of whatever nature or character arising out of or occasioned by any claim or suit arising from: (a) injury or death of any person (including employees of buyer) or damage to any property, real or personal, tangible or intangible, which arise out of any act or omission of Buyer or Buyer's agents or subcontractors, or customers, with respect to the use of goods obtained from Seller; (b) the failure of Buyer or Buyer's agents, subcontractors or customers, to comply with any federal, state or local law or regulations; and (c) the failure of Buyer to perform under any contract, whether expressed or implied in fact or law with Buyer's subcontractors, suppliers, customers, or employees. This indemnity shall survive delivery of the goods. Seller may require Buyer to defend any suits concerning the foregoing, regardless of whether such suits are justified.

10. **Insurance.** Buyer shall carry comprehensive general public liability insurance, including coverage for products and completed operations, with personal injury and property damage limits of not less than \$1,000,000 for each occurrence.

11. **Actions.** If legal action brought by (a) by Seller to enforce any obligation to Buyer or (b) against Seller on account of Buyer's failure to perform any obligation provided herein, Buyer agrees to pay Seller's cost and expenses incurred therein, including reasonable attorneys' fees.