

REVERE COPPER PRODUCTS, INC.



PURCHASE ORDER – TERMS AND CONDITIONS

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- 1. ACCEPTANCE OF ORDER.** This order is an offer to purchase solely upon the terms and conditions and at the prices stated herein. No amplification, modification, or variation of the terms and conditions stated herein, and no other terms and conditions, shall apply to this order except by written agreement of the Buyer. Deliveries on this order shall, unless otherwise mutually agreed to in writing, constitute acceptance by the Seller of this order in accordance with its terms. The terms and conditions on this Purchase Order take precedence over any terms and conditions contained in any other document connected with this transaction, unless such other terms and conditions are expressly incorporated by reference on the face of this Purchase Order. Any attempted acknowledgement or acceptance of this order containing terms and conditions inconsistent with or in addition to the terms and conditions of this order is not binding upon Buyer unless specifically accepted by Buyer in writing.
- 2. PRICE.** The price shall not be higher than that appearing on the face of this order. If the price set forth in this order is not Seller's current selling price, Seller must promptly notify Buyer in writing. Failure of Seller to notify Buyer of a price discrepancy prior to acceptance of this order shall bind Seller to the price set forth in this order.
- 3. EXTRA CHARGES.** No extra charges of any kind including, but not limited to, escalation, charges for engineering, design, tooling, dies, jigs, transportation, installation of equipment at Buyer's plant, insurance and additional costs caused by overtime work will be allowed unless specifically agreed to by the Buyer in writing.
- 4. TRANSPORTATION.** Seller must ship in accordance with Buyer's instructions. If Buyer does not specify the method and means of transportation, any transportation charges assessed against Buyer must be at the lowest common carrier rate for the quantity ordered, and invoice charges must be supported by a paid freight bill or equivalent.
- 5. DELIVERY SCHEDULE.** Unless otherwise agreed in writing, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule. Goods shipped to Buyer in advance of schedule may be returned to Seller at Seller's expense. In the event Seller for any reason anticipates difficulty in complying with the specified delivery date, Seller shall promptly notify Buyer in writing. If Seller does not comply with the required delivery schedule, Buyer may require delivery by fastest way. Charges resulting from such premium transportation must be fully prepaid and absorbed by Seller. The quantities specified for delivery on this Purchase Order are the only quantities required by Buyer. If Seller delivers quantities in excess of those specified in this contract, Buyer will have the option to accept the excess material or return the excess material at Seller's expense.
- 6. WARRANTIES.** Seller expressly warrants that all goods furnished hereunder will conform to the specifications, drawings, samples, or other description furnished or approved by Buyer, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect.
- 7. INSPECTION.** All materials shall be received subject to Buyer's inspection and acceptance. Acceptance or rejection of the goods shall be made as promptly as practical after delivery, except as otherwise provided in this order, but failure to inspect and accept or reject goods, or failure to detect defects by inspection, shall neither relieve Seller from responsibility for such goods as are not in accordance with the order requirements, nor impose liabilities on Buyer thereof. Invoice payment shall not constitute acceptance of material nor impair the Buyer's right to inspect, or to any other remedies.
- 8. REJECTION.** If any of the goods and services ordered are found at any time to be defective, or otherwise not in conformity with the warranties and other requirements of this order, including any applicable drawings and specifications, Buyer at its option may (a) reject and return such goods at Seller's expense; (b) take such actions as may be required to cure all defects and/or bring the goods into conformity with all requirements, in which event all costs and expenses incurred by Buyer will be charged to Seller and (c) require Seller, at its own expense, to replace non-conforming goods or services with goods or services that conform to this order.
- 9. BUYER'S PROPERTY.** Unless otherwise agreed in writing, all tools, equipment, or material of every description furnished to Seller by Buyer or specifically paid for by Buyer and any replacement thereof, or any material affixed or attached thereto, shall be and shall remain the personal property of Buyer. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "property of Revere Copper Products, Inc.," and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property, and shall not use such property except in filling Buyer's orders. Such property while in Seller's custody or control shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer, and shall be subject to removal at Buyer's written request, in which event Seller shall prepare such property for shipment and shall redeliver to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted.
- 10. CHANGES.** Buyer shall have the right to make changes at any time within the general scope of this contract at no additional charge, which shall be done by issuance of a written Change Order. If such changes affect delivery or the length of time required for the performance of any work under this contract, Seller shall notify Buyer promptly and negotiate an adjustment to the delivery date in writing. If the changes cause an increase or decrease in Seller's cost of performing this contract, Seller must notify Buyer promptly and negotiate an adjustment to the price in writing.

- 11. **CONTINGENCY.** Neither the Seller nor the Buyer shall be held responsible for any damages resulting from failure or delay in furnishing or accepting any of the goods caused by fires, embargoes, strikes or other labor disputes, government requirements, orders or requests of civil or military authorities, acts of God or by the public enemy, inability to secure material or transportation facilities, acts or omissions or carriers, or other causes beyond control of the parties hereto.
- 12. **PATENT PROTECTION.** To the extent the subject goods are not manufactured pursuant to design originated by Buyer, Seller agrees it will save Buyer and/or its agents or customers harmless from any loss, damage or liability which may be incurred on account of infringement of United States Patent rights with respect to such goods or materials, and that it will at its own expense defend any action, suit or claim in which such infringement is alleged with respect to the sale or use of goods or materials delivered hereunder; provided Seller is duly notified as to suits against Buyer; and provided further Seller's indemnity as to use shall not apply to any infringement arising from use in combination with other items where such infringement would have not occurred from the normal use for which the goods were designed.
- 13. **COMPLIANCE WITH LAW.** Seller shall comply with all state, federal, and local laws and regulations applicable to this order and products or services covered hereby including, without limitation, the Fair Labor Standards Act as amended, and the regulations and orders issued thereunder.
- 14. **DEFAULT.** Buyer reserves the right to cancel without liability all or any part of the undelivered portion of this order for any material breach by Seller of any of the terms hereof including the warranties of the Seller. As an alternate remedy and in lieu of termination for default, Buyer, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Seller's performance, in which case Seller shall be liable to Buyer for any costs, expenses or damages arising from Seller's deficient performance.
- 15. **TAXES.** Seller agrees that, unless otherwise indicated in this order, (a) the prices herein do not include any federal, state or local sales, use or other tax from which an exemption is available for purposes of this order, and (b) the prices herein include all other applicable federal, state and local taxes in effect at the date of this order. Seller agrees to accept sales and use tax exemption certificates when supplied by Buyer in form ordinarily acceptable to the respective taxing authorities. In case it shall ever be determined that any tax included in the price was not required to be paid by Seller, Seller agrees to notify Buyer and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Buyer.
- 16. **TERMINATION.** This order may be terminated without liability at any time prior to acceptance by Seller. In addition, Buyer may terminate all or any part of this order at any time, with or without cause, by written notice to Seller. Upon termination (other than due to Seller's insolvency or default including failure to comply with this order), Buyer and Seller shall negotiate reasonable termination costs, which will be identified by Seller within 30 days of termination notice. If Seller ceases to conduct its operations in the normal course of business including inability to meet its obligations as they mature or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a Receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller, Buyer may terminate the order without liability except for deliveries previously made or for goods covered by the order then completed and subsequently delivered in accordance with the terms of the order..
- 17. **NON-ASSIGNMENT.** Assignment of this order or any interest therein or any payment due or to become due thereunder, without the written consent of the Buyer, shall be void.
- 18. **INDEMNITY.** Seller shall indemnify and hold harmless Buyer, its officers, employees, agents and representatives from and against all losses, liabilities, damages, claims, demands, actions, suits, costs and expenses (including, without limitation, attorneys fees and disbursements) arising out of or relating to (a) any misrepresentation made by Seller in respect of the goods or services covered by this Purchase Order, (b) any breach or default in the performance of Seller's obligations under this Purchase Order, (c) any defect in the goods or services furnished by Seller under this Purchase Order, and (d) any negligent act or omission of Seller or any of its officers, employees, agents and representatives. This indemnity shall survive termination, cancellation or fulfillment of this Purchase Order.
- 19. **DISPUTES.** In the event of any dispute between the parties involving this Contract, Seller agrees to proceed with performance of this contract, including delivery of goods or services, in accordance with this Purchase Order, pending resolution of the dispute.
- 20. **ADVERTISING AND ANNOUNCEMENTS.** Seller shall not advertise or publicly announce the fact the Seller has contracted to supply any machinery, equipment, material or services for Buyer without obtaining the prior written permission of Buyer.
- 21. **GOVERNMENT SUBCONTRACTS.** The terms or conditions of any government contract or subcontract to which Buyer is a party which are required to be incorporated into this order are hereby incorporated by reference, including, but not limited to those provisions of any addendum hereto.

FOR METAL PURCHASING ONLY

Contaminated material will be returned, even if partially processed, at Seller's expense.

Terms Accepted:

Name: _____

Title: _____

Company: _____

Date: _____