



World Headquarters
1809 Century Avenue SW
Grand Rapids, MI 49503-1530
Phone: 616 241 1611 • Fax: 616 241 3752

TERMS/CONDITIONS

- Definitions** The term “Purchaser” means Blackmer, A Dover Company and the term “Seller” means the person, firm or corporation from whom the merchandise has been ordered. a) The term “Merchandise” means the goods and materials described on the face of this order. b) The term “Custom Merchandise” means merchandise manufactured or fabricated to Purchaser’s specifications or specifications prepared by Seller for Purchaser.
- Contract** The terms set forth in this order are the sole terms on the purchase of the Merchandise by Purchaser and shall apply to the exclusion of any inconsistent or additional terms contained in any acknowledgement, quotation, proposal, invoice or other communication from Seller. Seller’s acceptance of these terms shall be conclusively presumed by Seller’s shipment of the Merchandise or by Seller’s return of an acknowledgement of this order. Any contract for purchase of the Merchandise is expressly conditioned upon Seller’s assent to the terms stated in this order. This order constitutes notification to Seller of objection to any additional or inconsistent terms contained in any communication from Seller. This order, when properly signed and bearing an order number is the only authority for charging Merchandise to Purchaser’s account, supersedes all previous communications and negotiations between the parties, and constitutes the entire agreement between the parties. Seller may not assign this order without Purchaser’s prior written consent. Purchaser’s waiver of a breach of any provision of this order shall not constitute a waiver of any breach of that provision or any other provision. Time is of the essence of this order.
- Quantity** The quantity of merchandise delivered shall not be greater than the amount specified unless an additional amount is first ordered by Purchaser in writing on it’s “Purchase Order Change” form. Purchaser may return excess quantities to Seller at Seller’s expense.
- Shipment** A notice of shipment shall be sent to Purchaser at the time of shipment which shall state the number of the order, the kind and amount of merchandise and the route by which the shipment is being made. All merchandise shall be suitably packed, marked and shipped in accordance with shipping instructions specified herein and the requirements of common carriers in a manner to secure the lowest transportation cost. Seller shall be liable for any difference in freight charges arising from its failure to a) follow the shipping instructions specified herein or b) properly describe the shipment. Purchaser and Seller mutually agree to assist each other in obtaining documents and other information necessary for the prosecution of claims against carriers. Seller shall impose no charge for packing or related services unless expressly allowed on the face of this order.
- Invoice** Invoices must show the name of the plant to which the merchandise was delivered or shipped. No sales, use, excise or other taxes whether federal state or local shall be added to the purchase price unless otherwise stated on the face of this order.
- Responsibility** Seller shall be responsible for any and all loss or damage to the merchandise until delivered to Purchaser’s plant.
- Inspection** All merchandise is subject to Purchaser’s inspection within a reasonable time after arrival at the ultimate destination. If upon inspection any merchandise is found to be unsatisfactory, defective or of inferior quality or workmanship or fails to meet the specification or any other requirements of this order, Purchaser may return such merchandise to Seller at Seller’s expense. Payment for merchandise prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective merchandise. Upon the return of any unsatisfactory or defective merchandise, Seller shall reimburse Purchaser for a) any amounts paid by Purchaser on account of the purchaser on account of the purchase price of such returned merchandise and b) any costs incurred by Purchaser in connection with the delivery or return of such merchandise.
- Warranty** Seller warrants that the merchandise will conform to its description and any applicable



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specifications, shall be of good merchantable quality and fit for the known purchase of which it is sold. This warranty is in addition to any standard warranty of service guarantee given by Seller to Purchaser. Seller expressly to Purchaser, its customers, and assigns that the Merchandise will conform to the specifications, drawings, samples, representations and other descriptions of the Merchandise furnished or specified by the Purchaser or made by Seller that the Merchandise will be of good material and workmanship, free of defects in material, design and workmanship, and that the Merchandise will be merchantable and fit for the particular purposes of Purchaser. This warranty shall be in addition to any other warranty stated in this order and any warranty available to Purchaser under applicable law or any standard warranty or service guaranty provided by Seller to Purchaser.

9. **Title** Seller warrants that the merchandise is free and clear of all liens and encumbrance and that Seller has a good and marketable title to same.
10. **Compliance** Seller shall comply with all State, Federal and local laws, regulations or orders applicable to the purchase, manufacture, processing and delivery of the merchandise.
11. **Cancellation** Purchaser may cancel the contract evidenced by this order at any time as to all or any part of the Merchandise, for any reason. If this order covers standard stock Merchandise, Purchaser's only obligation shall be to pay for Merchandise shipped prior to cancellation. If Seller is not at fault and the order covers Custom Merchandise, Seller shall stop all performance upon receipt of notice of cancellation unless otherwise expressly requested by Purchaser. If Seller is not at fault and the order covers Custom Merchandise, Purchaser agrees to pay cancellation charges limited to the cost of labor and materials incurred by Seller prior to the time Purchaser notifies Seller of cancellation, less any recovery to Seller on any other disposition or use of the Merchandise. Upon payment, title to any uncompleted or completed Custom Merchandise shall pass to Purchaser. Seller shall use its best efforts to mitigate its damages under this paragraph. Purchaser shall not be liable in any event for any incidental, consequential, indirect or other special damages of Seller, including lost profits.
12. **Patents, Trademarks and Copyrights** Seller warrants that the sale or use of this merchandise will not infringe or contribute to the infringement of any patents, copyrights or trademarks in either the United States or foreign countries. Seller shall indemnify Purchaser against any loss or damage (including attorney's fees and other costs of defending an action) arising from the breach of warranty.
13. **Pricing** The price to be paid by Purchaser and stated on the face of this order shall not be increased unless specifically authorized in writing by issuance of a revised order signed by Purchaser. Seller warrants that the prices charged Purchaser and stated on the face of the order are no higher than the prices charged on orders placed for similar quantities on similar conditions.
14. **Non-Discrimination in Employment** In accordance with Executive Order 11246, the Seller agrees not to discriminate against any employee or applicant for employment because of race, creed, color, or natural origin. In accordance with Executive Order 11246, the Seller will take affirmative action to ensure that Equal Employment Opportunity is implemented in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. All other applicable provisions of the Rules and Regulations of the Office of Federal Contract Compliance are herein incorporated by reference.

"The equal employment opportunity clauses in Section 202 of the Executive Order 11246, as amended, 238 USC 4212, Vietnam Era Veterans Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973. Relative to equal employment opportunity and implementing rules and regulations of the Secretary of Labor are incorporated hereon by specific reference."
15. **Confidentiality** Without Purchaser's prior written consent, Seller agrees to keep strictly confidential any information concerning Purchaser's business or the Merchandise which is not otherwise generally known as



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Purchaser's industry. Seller agrees that it will share the confidential information with its agents or employees only on a "need-to-know" basis. If Purchaser brings an action to enforce the terms of this paragraph, Seller consents to the entry of an order enjoining further violation of this paragraph.

16. **Indemnification** Seller agrees to indemnify and hold Purchaser, its agents and employees harmless against any claims, damages, losses, expenses, attorney's fees, costs, or other liabilities sustained by Purchaser arising out of any claimed defect in the Merchandise. Purchaser may set off any sums due to Seller to Purchaser for breach of this indemnification provision or otherwise.