

**REVCOR, INC.**

**PURCHASING TERMS AND CONDITIONS**

1. **Terms and Conditions.** These terms and conditions are incorporated into and made a part of each purchase order (collectively, "Terms") made by Revcor, Inc. ("Purchaser") and submitted to Seller. Seller agrees to the Terms and Seller's shipment of goods not in accordance with the Terms shall not constitute assent by Purchaser to any terms and conditions which are different from or in addition to the Terms unless expressly assented to in writing by Purchaser. No modification of the Terms shall be made without Purchaser's specific written consent and Purchaser hereby gives notice of its objection to any different or additional terms contained in any writing or document of Seller, unless specifically initialed by Purchaser.
2. **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 meeting Purchaser's delivery schedule. It is Seller's responsibility to comply with this schedule. Goods shipped to Purchaser in advance of schedule may be returned to Seller at Seller's expense.
3. **Overshipment.** Seller shall not ship any amount in excess of the quantity specified on this Purchase Order, unless authorized in writing by Purchaser. Purchaser assumes no obligation for materials shipped in excess of this Purchase Order.
4. **Extra Charges – Shipping.** No charges will be allowed by Purchaser for Seller's cost of packing, crating, or cartage unless previously agreed to in writing.
5. **Delays in Delivery.** Failure to deliver or comply with any part of the Terms within the time specified or promised give Purchaser the right to cancel the unfilled portion of the order.
6. **Cancellation by Purchaser.** Purchaser may cancel all or any part of this Purchase Order at any time after acceptance and before complete delivery is made, upon the happening of any of the following: (a) the insolvency of the Seller; (b) the filing by or against Seller of a petition initiating a proceeding under the Bankruptcy Act; (c) the appointment of a receiver or trustee for Seller or any part of its assets; or (d) the execution by Seller of an assignment for the benefit of creditors.
7. **Tools.** If any articles included in this Purchase Order are made by means of any patterns, tools, molds, fixtures or dies that are furnished by Purchaser, or, if not, are to be paid for by Purchaser at an agreed price, they shall become the property of the Purchaser upon completion of the Purchase Order and may be removed by the Purchaser when furnished by it, or upon full payment of the agreed price. Tools owned or supplied by the Purchaser will be identified as such by the Seller. The Seller is responsible for storage, upkeep, and insuring Purchaser's tooling. Seller to relinquish tooling to Purchaser upon written request. In no instance may the Seller dispose of the Purchaser's tooling, without written authorization of Purchaser.
8. **Changes.** Purchaser shall have the right to make changes to the Purchase Order, but no additional charges will be allowed unless authorized in writing by Purchaser. If such changes affect delivery or the amount to be paid by Purchaser, Seller shall notify Purchaser immediately and an equitable adjustment shall be negotiated in good faith.
9. **Rejections.** If any of the goods are found at any time to be defective in material or workmanship or otherwise not in conformity with the requirements of this order, Purchaser, in addition to any other rights which it may have under warranties express or implied or otherwise, shall have the right to reject and return such goods at Seller's expense. Such goods not to be replaced without written authorization for Purchaser. Purchaser reserves the right to charge and collect costs incurred by Purchaser due to non-conforming supply of the Purchase Order. These costs may include, but are not limited to: (1) sorting or rework costs; (2) production disruption costs; (3) field failure costs; or (4) warranty costs. Seller shall pay any and all of Purchaser's attorney's fees incurred to collect any amounts due Purchaser hereunder or to enforce any of the Terms.
10. **Patents.** By accepting this Purchase Order, Seller agrees to defend, protect and save harmless Purchaser, its successor, assigns, customers and the users of its product, against all suits at law or in equity, and from all damage, claims and demands for actual or alleged infringements of the United States or foreign letters patent, by reason of the use of articles hereby ordered, and to indemnify Purchaser against all liability for Seller's failure so to comply.
11. **Compliance with Laws.** Seller shall comply with all applicable State, Federal, and Local laws, rules and regulations which may govern the manufacture, sale, delivery or export of items covered by this Purchase Order, or the dissemination of information in connection therewith.
12. **Additional Documentation.** Upon request by Purchaser, Seller will furnish the documentation, including: PPAP's, Control Plans, FMEA's, Certificate of Conformance, material certificates, and any other documentation reasonably required by Purchaser, etc. Seller shall maintain these records for a minimum of seven (7) years.
13. **Indemnification.** The Seller hereby agrees to indemnify, release, defend and save harmless the Purchaser, its directors, officers, employees, agents, representatives, successors and assigns, whether acting in the course of their employment or otherwise, against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, damages, costs, expenses or liabilities resulting from the death or injury to any person, including officers and employees Purchaser, or damage to any property, arising out of or in any way connected with the performance of or the furnishing of products under the Terms.

Seller also expressly agrees to indemnify and shall hold the Purchaser, its directors, officers, employees, agents, representatives, successors and assigns harmless as above provided, regardless of whether any act, omission or negligence of Purchaser, its directors, officers, employees, agent representatives, successors and assigns caused or contributed thereto.