



**BAMAL FASTENER CORPORATION PO TERMS AND CONDITIONS.**

1. **ACCEPTANCE OF PURCHASE ORDER:** All purchase orders for, contracts for the sale of, and all acceptances of, any materials, goods and/or any other items (“**Goods**”) sold to Bamal Fastener Corporation (“**Buyer**”) SHALL BE EXPRESSLY CONDITIONAL ON AND SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN. NO TERMS IN ADDITION TO OR DIFFERENT FROM THOSE SET FORTH HEREIN SHALL BE BINDING ON BUYER UNLESS SPECIFICALLY AND EXPRESSLY AGREED TO IN SINGLE WRITING SIGNED BY SELLER AND BUYER, AND BUYER HEREBY OBJECTS TO AND REJECTS ANY ADDITIONAL OR DIFFERENT TERMS. Any person or entity who sells goods to Buyer will be considered a “**Seller**” and will be deemed to have accepted these terms and conditions in their entirety. Such terms and conditions shall not be modified other than in a single writing executed by Buyer and Seller. Such terms and conditions constitute the entire agreement between Seller and Buyer with respect to the subject matter contained herein and supersede all prior or contemporaneous representations and agreements, whether written or oral. “**Purchase Order**” means, collectively, the specific purchase terms that Buyer uses to place an order for Goods and these terms and conditions. Neither Buyer’s subsequent lack of objection to other terms and conditions, nor the acceptance of Goods, will constitute agreement by Buyer to any terms proposed by Seller.
2. **ORDERS; CHANGES/CANCELLATION; REJECTION OF GOODS:** Seller may not substitute or alter Goods unless Buyer gives its prior written consent. At Seller’s expense, Buyer may reject and return any Goods that do not meet Buyer’s specifications as to quality or quantity as set forth in this Purchase Order or Seller’s express or implied warranties. Buyer will have at least 45 days after receipt of the Goods within which to inspect and accept the Goods. Payment for the Goods will not be deemed an acceptance or a waiver by Buyer or its customers of any breach of this Purchase Order or any defect in the Goods, whether known before or after payment. At Buyer’s option, any nonconforming Goods so rejected will be returned to Seller for full credit or replacement at Seller’s sole risk and expense. Acceptance of any part of the Goods will not bind Buyer or its customers to accept future shipments, nor deprive it of the right to return Goods already accepted or to make any claim for damages.
3. **SHIPMENT; TITLE AND RISK OF LOSS:** Delivery dates specified in this Purchase Order are of the essence. If delivery dates cannot be met, then Seller will inform Buyer in writing of alternative delivery dates. If Buyer does not approve the alternate delivery dates or if Seller delivers Goods outside of the delivery date, then Buyer may cancel this Purchase Order without further liability, purchase the Goods elsewhere, and/or hold Seller accountable for all damages, both indirect and direct, resulting from the alternate or delayed delivery dates. Except as otherwise expressly provided in this Purchase Order, the shipping terms on all Goods shipped by Seller to Buyer shall be *FOB SHIPPING POINT*. Cost of all return shipments of non-conforming or damaged Goods will be borne by Seller.
4. **PRICES:** The price of the Goods shall be the amount set forth in this Purchase Order. The Buyer will pay for the Goods in U.S. Dollars.
5. **WARRANTIES:** Seller warrants to Buyer and Buyer’s customers that the Goods: (a) will conform strictly to specifications, samples and description specified by Buyer, furnished by Seller, and/or set forth in this Purchase Order; (b) will be of good and merchantable quality; (c) will be free from defects in material, design, and workmanship; (d) will not infringe any intellectual property rights of third parties; (e) are owned by Seller immediately prior to delivery, will be transferred to Buyer and its customers without violation of any agreement to which Seller is a party or by which Seller is bound and will be free of security interests, liens, and encumbrances; and (f) will be produced, packaged and shipped in compliance with all applicable laws, regulations and rules. These warranties will survive any inspection, delivery, acceptance, payment or use by Buyer or its customers of or for the Goods.
6. **CONFIDENTIALITY:** All information, including without limitation, prices, designs, specifications, formulas, recipes, processes, customer information of any kind, data, and instructions, furnished or disclosed by Buyer to Seller in connection with placing or filling this Purchase Order (“**Confidential Information**”) will be treated as confidential and proprietary information of Buyer. Seller will not (a) assert any claims of ownership by reason of the use or disclosure of such Confidential Information by Buyer; (b) disclose Buyer’s Confidential Information to any third party; or (c) use Buyer’s Confidential Information except in its fulfillment of this Purchase Order. Seller will promptly return all Confidential Information held by Seller in tangible form to Buyer upon termination of this Purchase Order. The existence of this Purchase Order will be deemed to be Confidential Information hereunder.
7. **INDEMNIFICATION; INSURANCE:** Seller will defend, indemnify, and hold Buyer and its affiliates, successors, assigns, customers, distributors, and users of the Goods harmless from and against any claims, damages, expenses (including attorney’s fees), judgments and liabilities suffered by any of them which arise from a breach of Seller’s warranties or obligations hereunder. Seller will maintain insurance to indemnify itself, Buyer and Buyer’s customers against all such liabilities. Upon Buyer’s request, Seller will include Buyer as an additional insured on Seller’s policies and/or provide Buyer with certificates of insurance evidencing such coverage. Seller’s compliance with this Section does not in any way affect Seller’s indemnifications obligations hereunder.
8. **MISCELLANEOUS:** These terms and conditions and any sale of Goods by Seller hereunder shall be governed by the laws of the State of Ohio, U.S.A. excluding its conflict of law principles. Seller and Buyer hereby expressly exclude applicability of the United Nations Convention on Contracts for the International Sale of Goods if the same would otherwise apply to any sale of Goods hereunder. Buyer shall not be liable to Seller for any damages resulting from any delay in performance of any obligation due to any cause beyond Buyer’s reasonable control. Failure, delay, or any partial exercise by Buyer of any right, power, or privilege available to Buyer hereunder shall not operate as a waiver, or preclude further exercise by Buyer of any other right, power, or privilege. If any provision or any portion of these terms and conditions are construed to be illegal, invalid or unenforceable, such provision or portion thereof shall be deemed deleted from these terms and conditions to the same extent and effect as if it were never incorporated herein, but all other provisions of these terms and conditions and the remaining portion of any provision that is construed to be illegal, invalid or unenforceable in part shall continue in full force and effect. Seller shall not assign or delegate its rights or obligations hereunder with respect to any order of Goods without the prior written consent of Buyer. Buyer may assign or delegate its rights or obligations hereunder with respect to any order of Goods without the consent of Seller. These terms and conditions shall survive termination or cancellation of, and completion of work under, any order for Goods hereunder. The English version of this Agreement and any acceptance made by Seller shall control and any inconsistencies with other translations shall be resolved in favor of the English version of this Agreement and any acceptance made by Seller.