

# Tusco Display

## Purchase Order Terms and Conditions

PURCHASE ORDER NUMBER AND ITEM NUMBER MUST BE ON ALL CORRESPONDENCE CONCERNING THIS ORDER.  
ALL MATERIAL SAFETY DATA SHEETS MUST PROCEED OR ACCOMPANY SHIPMENT.  
PART NUMBER AND QUANTITY MUST BE MARKED ON EACH AND EVERY CONTAINER.  
FOR ANY DROP-SHIPPED MATERIAL, PAPERWORK MUST BE FAXED IMMEDIATELY TO THE PURCHASING DEPARTMENT'S ATTENTION.

**UNLESS OTHERWISE NOTED, QUANTITY TOLERANCE: +/- 0%.**

### STEEL SHEET:

MUST BE CLEAN, FLAT, PAINTING QUALITY STEEL WITH NO CROSS BREAKS, MILL STAMPS, ROLL MARKS, CAMBER, RUST, OR BLEMISHES. 10,000# MAX LIFT WITH OVERHEAD SHEET LIFTER. ALLOW PROPER SPACING ON TRUCK TO ACCOMMODATE 100" LONG SHEET LIFTER. QUANTITY TOLERANCE: -0 +2%.

### STEEL TUBING:

MUST BE CRCQ OR HRP&O DEDIMPLED (BOTH ENDS). TOLERANCES ON LENGTH TO BE +/- 1/32". TUBING MUST BE ON GAUGE AND SOFT ENOUGH TO TAKE 90-DEGREE BENDS. TUBING MUST BE RUST FREE, STRAIGHT, OF GOOD PAINTING QUALITY AND LIGHTLY OILED WITH NO MILL STAMPS.

### STEEL WIRE:

MUST BE CLEAN, BRIGHT BASIC WIRE SUPPLIED ON 1,500-2,000 POUND CARRIERS. QUANTITY TOLERANCE: -0 +2%.

### CARTONS:

ALL CARTONS MUST BE SHIPPED ON SKIDS. CARTONS THAT ARE NOT ON SKIDS WILL BE REFUSED. SPECIFICATION SHEETS MUST BE FAXED PRIOR TO SHIPMENT.

**OFFER AND CONTRACT:** This purchase order shall constitute acceptance by Seller of Buyer's offer. Conditions stated by Seller in acknowledging receipt of this order shall not affect Buyer's offer and shall not be binding on Buyer if in conflict with or in addition to any of the provisions of this order (including delivery schedule, price, quantity, specifications, overruns and terms and conditions) unless expressly agreed to in writing and signed by an authorized representative of the Buyer. This supersedes any previous quotations, correspondence or other communications, written or oral, between Buyer and Seller. Interpretation and performance of the contract resulting from Seller's acceptance hereof shall be governed by and, if need be arbitrated through the law of the State of Ohio, County of Tuscarawas

**DELIVERY:** Time is of the essence to this contract in regards to the delivery schedule. It is the Seller's responsibility to comply with this schedule but not to anticipate Buyer's requirements. Goods shipped to Buyer in advance of schedule may be returned to Seller at Seller's expense. Deliveries may be suspended if the Seller is prevented from delivering or Buyer from receiving as a result of strikes, fires, Acts of God, shortage of containers or transportation facilities, or other causes beyond the control of either party, subject, however, to Buyer's right of cancellation of whole or in part. Buyer may cancel any deliveries not made as specified. Buyer shall have the right to specify at any time the carrier and/or method of transportation to be employed in conveying any part or all of the supplies covered herein.

**SHIPPING, INVOICING AND FREIGHT:** No invoices may be rendered by Seller until after the goods ordered herein have been shipped. Partial shipments are not to be made unless authorized by Buyer. No charge, unless specifically agreed upon, shall be made for packing, boxing, containers, cartage to freight, express or parcel post station or for other matters relating to preparation of shipment.

**BUYER'S PROPERTY:** The Buyer's property shall be treated as confidential and remain the exclusive property of Buyer. Such materials shall not be used to the detriment of Buyer and disclosure to third parties of information derived from such documents is forbidden without written consent of Buyer. All such documents and reproductions thereof, as well as equipment paid for directly or indirectly by Buyer, shall be returned to Buyer as soon as Seller has no further need for them in connection with this order, and in any event, no later than the time of delivery of the goods ordered herein unless Seller is directed by Buyer to the contrary. Seller will keep all information received from Buyer in strict confidence and will not communicate its knowledge of Buyer's business to any person, firm or corporation without the written consent of the Buyer.

**REJECTIONS:** The specific quantity ordered must be delivered in full. Delivery of any unauthorized quantity is subject to Buyer's rejection, and such goods shall be held at Seller's risk, Buyer may return such goods at Seller's risk, and all transportation charges to and from the original destination shall be paid by Seller. Goods shall be merchantable and fit for their particular purpose. No inspection or acceptance of, or payment for, goods made by Buyer shall constitute a waiver of which warranties or of any action against Seller for breach of such warranties.

**TITLE:** Unless otherwise agreed in writing, title shall pass hereunder on unloading at destination and inspection of parts or material delivered, subject, however, to Buyer's right of inspection, approval and acceptance within reasonable time after arrival.

**CHANGES:** Buyer shall have the right to make changes in the order but no additional charge will be allowed unless authorized in writing by Buyer. If changes affect delivery or the amount to be paid by Buyer, Seller shall notify Buyer immediately and negotiate an adjustment.

**TERMINATION AT BUYER'S OPTION:** Buyer may terminate performance of work under this purchase order in whole or in part by written notice of termination whereupon Seller will stop work on the date and to the extent specified in the notice will terminate all orders and subcontracts to the extent they relate to the terminated work. Seller will promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. Seller will comply with Buyer's instructions regarding protection, transfer, and disposition of title to, and possession of such work and material. (Releases existing or subsequently received against other purchase orders awarded Seller by Buyer for the same or similar parts or materials are to be considered such instructions unless Seller is otherwise notified in writing.) Within 90 days after receipt of such notice of termination Seller will submit all claims resulting from such termination. Buyer will have the right to check such claims at any reasonable time or times by inspecting and auditing records, facilities, work, or materials of Seller relating to the order. Buyer will pay Seller, without duplication, the order price for finished work and the cost to Seller of work in process and raw materials allocable to the terminated work, based on any audit Buyer may conduct in accordance with generally accepted accounting principles; less, however, (1) the reasonable value or cost (whichever is higher) of any items sold by Seller without Buyer's consent; (2) the agreed value of any items sold by Seller with buyer's consent; and (3) the cost of any defective, damaged or destroyed work or material.

**NON-ASSIGNMENT:** Assignment of this order or any interest herein or any payment due or to become due hereunder, without the prior written consent of the Buyer, shall be void.

**PRICE:** In the event the Buyer, during the term of the contract, may purchase similar material or services of equal strength, quantity and quality at a lower price than herein specified. Buyer shall give Seller proper evidence of same and Seller shall meet such lower price or, at option of Seller, permit Buyer to purchase elsewhere at such lower price, the quantity so purchased to be deducted from the undelivered portion of this contract.

**PRODUCT COMPLIANCE:** Seller agrees that, as designated in writing by Buyer, material furnished hereunder shall conform to Buyer's established specifications thereof, or to Buyer's last sample submitted to Seller, or to last shipment thereof to Buyer and that any such material that consists of or is purchased for shipping containers is warranted to conform to applicable requirements of the current issue of the Uniform Freight Classification and of the National Motor Freight Classification, as they may be amended or reissued.

**PATENTS:** Seller hereby warrants that the sale and/or use of the goods herein ordered will not infringe upon any patents and agrees to defend any and every suit which may be brought against Buyer, its customers or suppliers and to pay all expenses and fees for counsel which shall be incurred in and for the defense of each suit and all costs, damages and profits recoverable therein; and Buyer and its customers or suppliers so sued shall have the right to employ counsel on its own behalf who shall have the right to participate in the defense of such suit and whose fees shall be paid by Seller.

**LEGAL COMPLIANCE:** Seller's performance of work hereunder and all products to be delivered hereunder shall be in accordance with any and all applicable executive orders, federal, state and local laws and ordinances, and rules, orders, requirements and regulations thereunder. Such federal laws shall include, but not be limited to, the Fair Labor Standards Act of 1938, as amended.

**REMEDIES:** Buyer shall have all remedies allowed by law and all remedies herein provided are cumulative and not exclusive thereof.

**NON-WAIVER:** The failure of the Buyer to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provisions nor of the right of Buyer thereafter to enforce each and every provision.