

Revision Date 1/1/2015
CHARLESTON METAL PRODUCTS, INC.
STANDARD TERMS AND CONDITIONS OF SALE – BLANKET ACKNOWLEDGEMENT

All purchases of goods (“Goods”) made by Charleston Metal Products, Inc., (“Charleston”) from the undersigned seller (“Seller”) are subject to the following terms and conditions of sale:

1. **SALE PRICE.** The sale price for the Goods referenced on the Charleston purchase order (the “P.O.”) shall be as reflected on the P.O. If there is a discrepancy between the P.O. and Seller’s invoice and/or quote, the P.O. shall control unless otherwise agreed between Charleston and Seller in writing signed by both parties. Expenses relating to freight and shipping shall be invoiced as indicated on the P.O.
2. **TAXES.** Seller shall indemnify and hold Charleston free and harmless from and against the imposition and payment of any taxes not separately itemized in the invoice.
3. **PAYMENT TERMS.** Unless otherwise stated on the quote, all payments are due within 30 days from the date of invoice. Any other payment schedule must be confirmed in writing before the Goods are delivered.
4. **ORDER ACCEPTANCE.** If the terms and conditions in Seller’s quote or invoice, or any other of Seller’s oral or written communications, are inconsistent with the terms and conditions contained herein, these terms and conditions shall control. Printed material on Seller’s forms shall not constitute a sufficient writing to modify these terms and conditions. No addition to or modification of these terms and conditions shall be binding upon Charleston unless specifically agreed to by a duly authorized Charleston representative in writing. In the event of any conflict between these terms and conditions and those submitted by Seller, these terms and conditions shall prevail. Charleston shall have the right to make unilateral changes in or modifications to a P.O. within a reasonable time and Seller agrees to accept such changes, provided that if such changes result in additional costs, Charleston shall make an equitable adjustment to the purchase price so long as such additional costs are itemized in writing.
5. **DELIVERY.** Seller shall cause the Goods to be shipped and delivered in accordance with the terms and provisions of any such P.O. issued by Charleston. Seller shall assume liability for any loss or damage whatsoever, including loss of income and/or profits, incidental, special, or consequential damages resulting from the delayed shipment and delivery of the Goods for any reason whatsoever. Goods shall be shipped F.O.B. Waterloo or Corunna, Indiana.
6. **RISK OF LOSS.** Charleston shall not be responsible for payment of any Goods that are damaged or destroyed during shipment.
7. **OWNERSHIP OF INTELLECTUAL PROPERTY.** All drawings, designs, specifications, manuals, programs, and prices furnished to Seller by Charleston shall remain the confidential and proprietary property of Charleston. All such information, except as may be found in the public domain, shall be held in strict confidence by Seller and shall not be disclosed by Seller to any third parties. Copyright in all material made available by Charleston shall remain in Charleston at all times.
8. **WARRANTY SPECIFICATIONS.** Seller warrants that the Goods will be in exact accordance with this P.O. and any other description or specification furnished to Seller by Charleston, will be free from defects in material and/or workmanship, will be merchantable, and will be fit for the particular purpose for which the Goods are intended. Such warranty shall survive delivery, and shall not be deemed waived, either by reason of Charleston’s acceptance of or by payment for the Goods. Seller warrants that on delivery, Charleston will receive good title to the goods, free and clear of all liens and encumbrances. These warranties are in addition to any and all implied warranties applicable by law or otherwise made by Seller. All warranties are assignable to Charleston’s customers.
9. **STATUTORY COMPLIANCE.** Seller warrants that the Goods will be manufactured, sold and priced in accordance with all federal, state and local laws and regulations. Seller further warrants that no portion of the Goods, when delivered to Charleston, will be adulterated or misbranded within the meaning of any applicable federal or state law or regulation, nor will any portion of the Goods be an item that may not be introduced into interstate commerce under the provisions of any federal, state or local law or regulation.
Material / Substance Composition: Supplier products must not contain and/or use any substances that are banned or in excess of quantity or method restrictions as defined by Customer Specific Requirements and/or Regulatory Agency Regulations, including the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) delineated in the REACH Candidate List, Annex 14, Annex 17 and the End of Life Vehicle Directive substances delineated in the Global Automotive Declarable Substance List. Suppliers must determine those supplied parts/assemblies that contain Conflict Minerals and the origins of their raw materials used to manufacture the parts/assemblies. Suppliers must notify their Charleston Metal Products purchasing and engineering contacts of any of the above such substances contained in their products. For further guidance, see www.mdsystem.com and/or your Charleston Metal Products Engineering contact.
10. **INSPECTION AND ACCEPTANCE; CANCELLATION OF ENTIRE CONTRACT.** All Goods shall be received subject to Charleston’s right of inspection and rejection. Charleston shall have the opportunity to conduct tests to determine if the Goods conform to the specifications of the P.O. Charleston shall have the right to visit the facility of Seller upon reasonable notice to inspect and audit Seller to assure the manufacturing process complies with the Good’s requirements and specifications. Use of a portion of the Goods for testing shall not constitute an acceptance of the Goods. Any portion of the Goods which are defective or otherwise not in accordance with Charleston’s specifications will be held for Seller’s instructions at Seller’s risk, and if Seller so directs, will be returned at Seller’s expense. Charleston may charge to Seller all expenses for handling or storing any defective Goods. Payment for Goods prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims Charleston may have against Seller. Charleston may terminate a P.O. at any time without cause provided Seller has not yet begun the manufacture of the Goods. Charleston reserves the right to cancel all or any part of the undelivered portion of the Goods if Seller does not make deliveries as specified, time being of the essence of the P.O., or if Seller breaches any of the terms hereof.
11. **INDEMNIFICATION.** Seller hereby covenants and agrees to indemnify, defend and hold harmless Charleston, its successors, assigns, customers, users of its products, agents and employees against any claim, demand or expense (including, without limitation, direct, indirect and consequential damages and reasonable attorneys’ fees) arising directly or indirectly from (a) Seller’s breach of any warranty or obligations contained herein; (b) the willful actions or negligence of any kind of Seller or anyone hired by Seller which are related in any way to Seller’s sale and supply of the Goods, including, but not limited to, delivery of the Goods; (c) any claims made by an employee or agent of Seller while on Charleston’s premises or while performing services for Charleston; and (d) any claim that the Goods infringe or otherwise violate any third party’s intellectual property rights.
12. **DAMAGES; ATTORNEYS’ FEES.** Seller expressly accepts liability for any and all consequential losses resulting from Seller’s breach of any warranty or obligation contained herein or resulting from Seller’s willful actions or negligence of any kind related in any way to Seller’s sale of the Goods, including, without limitation, losses due to damage or destruction to Charleston’s products or other property. In addition, Seller hereby agrees that Seller shall compensate Charleston for all reasonable attorneys’ fees incurred in connection with any breach of the P.O. or incurred by Charleston in the enforcement of Seller’s obligations under the P.O.
13. **REMEDIES.** The remedies provided herein are not exclusive, and Charleston shall be entitled to any other remedy available at law or equity, including all remedies afforded by the Uniform Commercial Code in effect in the State of Indiana. Seller may not assign its rights or duties hereunder without Charleston’s prior written consent, which may be withheld for any reason or no reason.
14. **GOVERNING LAW AND VENUE.** These terms and conditions shall be construed in accordance with the laws of the State of Indiana, including the Indiana Uniform Commercial Code. The provisions of this Agreement are divisible and the invalidity or unenforceability of any provision or provisions contained herein shall not in any way affect the validity of this Agreement without the invalid or unenforceable provision or provisions. The parties stipulate and agree that exclusive jurisdiction and venue for any cause of action arising between the parties shall be in the Indiana or federal courts having subject matter jurisdiction, located in Allen County, Indiana.
15. **MERGER CLAUSES.** The entire contract is embodied in this writing. There are no understandings, agreements, representations, or warranties, either oral or written, relative to the products, including statements made in or conduct implied from past dealings, that are not fully expressed herein. No statement subsequent to the acceptance of the P.O. purporting to modify the same terms and conditions shall be binding unless consented to in writing by a duly authorized officer of Charleston in a document making specific reference to this transaction.
16. **CONDITIONS NOT WAIVED.** Charleston’s failure to enforce or declare a default or breach with respect to any particular term or condition listed in this Agreement shall not constitute a waiver of Charleston’s right to enforce or be protected by any other terms or conditions or, on a subsequent occasion, that particular term or condition.

The above terms and conditions are for all Charleston Metal purchase orders unless otherwise agreed upon.