



Purchase Order Terms

Task Force Tips, LLC will be referred to herein as “Task Force Tips”. This Purchase Order is an offer to the Seller to contract on the terms set forth herein, and such offer expressly limits acceptance by the Seller to the terms set forth herein. Any additional or different terms proposed by Seller are specifically rejected, unless otherwise expressly agreed to in writing signed by an authorized representative of Task Force Tips. The material, products, goods, or services covered by this Purchase Order shall be referred to herein as “Goods”.

Terms of Purchase Order

1. Acceptance

Commencement of performance pursuant to this Purchase Order constitutes acceptance hereof by Seller. If specified delivery dates cannot be met, Seller shall notify Task Force Tips promptly of Seller’s best alternative proposed delivery date, which Task Force Tips may accept or reject. The terms of this Purchase Order may not be modified, superseded or amended except in writing signed by an authorized representative of Task Force Tips. Each shipment received by Task Force Tips shall only be upon the terms of this Purchase Order, notwithstanding any terms contained in any quotation, acknowledgment, invoice or other form of Seller, or Task Force Tips, acceptance of, or payment for, any shipment or any other act.

2. Deliveries, Time

Time is of the essence of this Purchase Order. If delivery of the Goods is delayed beyond the time indicated herein for any reason including, without limitation, Seller’s insolvency, bankruptcy or assignment for the benefit of creditors, Task Force Tips reserves the right without liability (in addition to its other rights and remedies) to cancel this order by written or facsimile notice, or verbal notice confirmed in writing (which notice shall be effective when received by or communicated to Seller) as to any of the Goods not shipped, to purchase substitute Goods elsewhere, and to charge Seller with any loss incurred. Unless otherwise specifically agreed to by Task Force Tips, any provisions for delivery of the Goods in installments shall not be construed as making the obligations of Seller severable. Shipments shall be properly packed and shipped only by licensed carrier over the least expensive route, unless otherwise instructed. Shipments F.O.B. Seller’s plant shall be released at a declared valuation of the true replacement value, and in no event such declared valuation exceed the maximum permitted under the least expensive rate schedule applicable to Goods constituting such shipment. Seller shall notify Task Force Tips at the time of shipping of the Goods, together with a copy of the bill of lading or shipping document and the packing list applicable hereto. All such documents and correspondence shall refer to Task Force Tips’s Purchase Order number. Packing lists must bear a complete description of the goods shipped, including tare weights of each packaging container.

3. Price and Payment

Prices and billing amounts shall not exceed the prices stated on the Purchase Order without the prior written consent of Task Force Tips. The prices stated include packaging, crating and transportation F.O.B. point shown. Seller agrees that any price reduction applicable to the ordered Goods subsequent to the order date but prior to delivery will be applicable to this Purchase Order. Seller shall email the invoice for the Goods to Task Force Tips. The cash discount period will date from Task Force Tips’s receipt of the ordered goods. Task Force Tips reserves the right to refuse any shipments sent C.O.D. and to dishonor any draft, and all Goods attendant therewith are at Seller’s risk. Except for charges to taxes as provided herein below, Task Force Tips will not be responsible for any charge not shown on the face of this Purchase Order without Task Force Tips’s prior written consent to such charges in advance.

4. Termination

Task Force Tips may, at any time, terminate this Purchase Order at its convenience, in whole or in part, by written notice or verbal notice confirmed in writing to Seller. If so terminated, any claim of Seller shall be settled on the basis of and limited to the reasonable cost incurred by Seller prior to Task Force Tips’s notice.

5. Intellectual Property Rights

Seller agrees to indemnify and hold harmless Task Force Tips, and/or its customers, against any and all liability, loss and expense, including attorney’s fees, by reason of any claim, action or litigation arising out of alleged or actual, direct or contributory infringement of patent arising from the purchase, use or sale of Goods. In case the purchase, use or sale of the Goods, or any part

thereof, is held to constitute infringement and/or is enjoined, Seller shall, at its own expense, procure for Task Force Tips and its customers the right to continue to purchase, use and sell such Goods, or, with the approval of Task Force Tips, shall modify said Goods so that they become non-infringing, or remove said Goods and refund the purchase price and the transportation and installation cost thereof. In the event the Purchase Order involves experimentation, research or developmental work, Seller agrees to grant Task Force Tips an irrevocable, non-exclusive and royalty free license to make, have made, use and sell any inventions resulting from the work under this Purchase Order.

6. Quality Assurance

Seller warrants that the Goods delivered pursuant to this Purchase Order shall be of good materials and workmanship, free from defects, and shall conform to the specifications, drawings or samples specified or furnished by Task Force Tips. This warranty shall survive any inspection, delivery, acceptance or payment by Task Force Tips. Seller also warrants that all Goods delivered hereunder shall be merchantable and fit for their intended propose.

7. Defective Goods

If any of the Goods fail to comply with any term of this Purchase Order, Seller shall promptly correct such discrepancy or replace such Goods at Seller's expense following notice of such discrepancy from Task Force Tips. If Seller shall fail to so act within (5) days of such notice, Task Force Tips may cancel this Purchase Order as to all such Goods by giving Seller notice, and in addition to its rights and remedies hereunder and at law and equity, Task Force Tips may, at its option, cancel the then remaining balance of this Purchase Order by notice and as to all or any part of the Goods, Purchase substitute Goods elsewhere and charge Seller with any loss incurred. After notice to Seller of a discrepancy, all such Goods will be held at Seller's risk until the discrepancy is corrected or such Goods are returned to Seller. Task Force Tips may, and at Seller's direction, shall return such Goods to Seller at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller, unless Seller promptly corrects the discrepancy or replaces the Goods at Seller's expense.

8. Excess Goods

Except for quantities of Goods in excess of those ordered constituting customary quantity variations common to the trade or industry, any quantity of goods in excess of the amount ordered need not be accepted, and such excess goods may be received, held, and returned to Seller by Task Force Tips at Seller's risk and expense.

9. Changes in Specifications or Schedules

Task Force Tips, may at any time, make changes in this Purchase Order as to any Goods. If such changes affect the cost or time required for performance and if Seller makes a claim for adjustment in writing within thirty (30) days of the date it receives notification of change, an equitable adjustment may be made, solely in the discretion of Task Force Tips.

10. Inspection and Acceptance

All Goods are subject to Task Force Tips inspection, testing and approval, both at Seller's plant and at the Task Force Tips point of destination. Task Force Tips shall have ten (10) days, from the date of delivery of Goods to Task Force Tips, to accept the Goods. Task Force Tips reserves the right to reject and refuse acceptance of any Goods which do not comply with all the terms of this Purchase Order. Acceptance, payment, use or resale of the Goods by Task Force Tips shall not release Seller of any Seller's obligations, representations or warranties hereunder. Payment for any Goods shall not be deemed an acceptance thereof.

11. Fabrication and Material Commitment

Task Force Tips shall not be responsible for any of Seller's commitments for materials or fabrication in advance of the time necessary to meet delivery dates specified herein unless agreed to by Task Force Tips in writing in advance.

12. Compliance with Law

Seller shall comply with the provisions of all applicable federal, State and local laws, regulations, rules and ordinances applicable to this Purchase Order and purchased Goods including, without limitation, any fair labor standards or statutes and any statute or regulation regulating occupational safety and health. Seller shall, following Task Force Tips's reasonable request, certify such compliance to Task Force Tips in writing.

13. Buyer's Property

Unless otherwise agreed in writing, all drawings, specifications, tools, dies, molds, jigs, patterns, machinery, fixtures, equipment, software and any other property furnished to Seller by Task Force Tips or paid for by Task Force Tips for use in the performance of this Purchase Order shall be and remain the sole property of Task Force Tips, subject to removal upon Task Force Tips's instruction, used only in filling orders from Task Force Tips, held at Seller's risk, and kept insured by Seller while in Seller's custody or control. The insurance shall be in an amount equal to the replacement cost thereof, the loss payable to Task Force Tips.

14. Enforceability of Purchase Order

Where Task Force Tips may not be the ultimate consumer of the Goods, or where the Goods are incorporated into a product which is not owned by Task Force Tips, Seller agrees that Task Force Tips's rights under this Purchase Order shall insure to the benefit of, and may be exercised and enforced by Task Force Tips or the product owner, provided Task Force Tips shall have agreed in writing to such exercise or enforcement.

15. Taxes

Except as otherwise provided, the prices stated do not include sales, use, excise or similar taxes applicable to the sale of Goods. All such taxes and charges shall be shown separately on Seller's invoice.

16. Assignment

Seller shall not delegate any duties nor assign any rights or claims under this Purchase Order without the express prior written consent of Task Force Tips. Any assignment or delegation made without Task Force Tips's consent shall be null and void.

17. Indemnity

Seller agrees to defend and save harmless Task Force Tips and its subsidiaries, its and their successors and assigns, customers and users of its and their products, against all suits at law or in equity and from all expenses, damages, claims or demands arising out of the death or injury to any person or damage to property alleged to have resulted from or in connection with the Goods, and, upon tender of any suit or claim to Seller, to defend the same at Seller's expense as to all costs, attorneys' fees and damages. In the event of Seller's breach of any obligation in connection with this Purchase Order, Task Force Tips may, in addition to all other remedies, recover court cost, expert witness and attorneys' fees expended in connection with such breach, as well as prejudgment interest at the legal rate.

18. Remedies

No remedy provided herein shall be deemed exclusive of any other remedy available at law or equity. All claims for monies due or to become due from Task Force Tips, shall be subject to deduction by Task Force Tips for set off or counterclaim arising out of this or any other Task Force Tips Purchase Orders to Seller.

19. Governing Law

This Purchase Order and the acceptance of it shall, as provided herein, constitute a contract made in, and to be governed in all respects by the laws of the state of Indiana.

20. Exclusion of Prior Dealing

These terms and conditions and those on the face of the Purchase Order are intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. It is the intent of the parties to negate the effect of any prior course of dealing in the construction and interpretation of this agreement, and no such prior course of dealing shall be read into this Agreement for any purpose whatsoever.

21. Confidentiality

Any and all models, design data, drawings and other documents etc., that have been made available by Task Force Tips to the Seller, and other business information and know-how in the widest sense, that have come to the Seller's knowledge through Task Force Tips shall be confidential and shall not be used by the Seller for any purpose other than the compliance with its obligations under the Contract with Task Force Tips. Said data shall not be made public by the Seller or be multiplied in any way unless after Task Force Tips's written permission has been obtained. In addition, the Seller shall impose the duty of secrecy under this article also on its staff. In the event that the Seller is compelled to disclose the data to third party/parties, it undertakes to also impose a duty of secrecy under this article on such third party/parties. The Seller shall not be permitted to mention or use the trademark and/or trade name or Products of Task Force Tips for purposes of reference and/or advertising without Task Force Tips's written permission.

21. Notices

Any notice required or otherwise given pursuant to this Purchase Order shall be in writing and shall be hand delivered, mailed certified mail, return receipt requested, postage prepaid or by recognized delivery service. Any notice to Task Force Tips shall be addressed to the buyer at the address shown on the Purchase Order. Any notice to Seller shall be directed to the address of Seller as shown in the body of this Purchase Order.