



TERMS AND CONDITIONS OF PURCHASE

1. ACKNOWLEDGEMENT: This purchase order("Order") constitutes an offer by United Rolls Inc.("Purchaser") to purchase the goods or services specified upon the terms and conditions and at the price(s) and with the delivery date(s) stated herein and is not an acceptance of any offer by Seller to sell any such goods or service. This Order is to be promptly acknowledged, which Acknowledgement shall include your confirmation or advice on shipping date. NOTIFY PURCHASER AT ONCE AS TO ANY ERROR OR MISUNDERSTANDING ON PRICE, DESCRIPTION, OR DELIVERY SHOWN ON THIS ORDER. Seller's acknowledgement, the shipment of any goods, or rendition of any services shall constitute acceptance of all the terms and conditions hereof (including the terms noted by reference herein). Any terms proposed in Seller's acceptance of Purchaser's offer which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties and my hereafter only by written instrument executed by the authorized representatives of both parties. The Order is expressly limited to acceptance upon the terms and conditions contained herein.

2. INVOICES: Render separate invoice, in duplicate, for each Order, which must show Purchaser's Order number and our item number. State on invoice the best discount allowed for payment within 10 days. In the event of no discount, terms net 60 will apply. Invoices should be mailed to United Rolls Inc., 1400 Grace, NE Canton, OH 44705; or submitted via email to uri.ap@unitedrolls.com

3. PRICE: If price for any item on this Order is not stated, the price charged must not exceed that last charged us for the same good or service. Purchaser does not pay for boxing, crating, cartage, or storage unless expressly set forth on the Purchase Order, but damage to any goods because of improper packing will be charged to Seller. Except as noted on the face of this Order, the price is firm and not subject to escalation. By accepting this Order, it is understood that Seller certifies that all prices charged under this Order comply with price regulations promulgated pursuant to Executive Order 11640, as amended.

4. SHIPPING AND RECEIVING INSTRUCTIONS: Purchaser's Shipping/Receiving hours are 6:00 a.m. to 2:00 p.m., Monday thru Friday. Appointments must be made for deliveries or pick-ups outside these hours. Contact Shipping Manager at (330) 994-0604.

- Shipments up to 150 lbs. may be shipped via UPS, Airfreight shipments may be sent via UPS, Emery, Federal Express or any other airfreight service the shipper uses.
- Shipments over 150 lbs. via an LTL carrier should be palletized or boxed and tail-gated for handling by forklift unloading from the floor.
- Shipments over 5,000 lbs. must be delivered on an open-top or flatbed truck for overhead or side unloading only.
- Collect and Prepay and Add shipment to be coordinated with the Shipping Manager.

Failure to comply with these requests can result in back-charges for additional costs accrued on freight bills or overtime hours.

Purchasers or its' authorized representative shall have the right to inspect, at its own expense, any of the work covered by this order provided proper notification is given to the seller. Purchaser upon inspection shall adhere to all safety procedures and plant policies of the seller.



TERMS AND CONDITIONS OF PURCHASE

Suppliers must furnish products or services that conform to the applicable quality specification listed below:

- I. Machine and Fabrication - Quality Specification
- II. Distributor - Quality System Specification
- III. Contractor and Consulting Services - Quality System Specification
- IV. Transportation - Quality System Specification
- V. Scrap/Raw Material Distributors - Quality System Specification

All shipments must be accompanied by a certificate or evidence of compliance to a Purchase Order. No changes are to be made in materials, design, specifications, conditions or prices without prior written authority of Purchaser. Payment will not be made for extra work, materials or services unless specifically agreed to in writing by Purchaser before extras are incurred.

If any of the products are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of the Order, including drawings and specifications, Purchaser shall have the right to reject and return such products at Supplier's expense in addition to any other rights Purchaser may have under warranty or otherwise.

Bill of Lading must clearly show either the Order Number or Standing Order Number with Individual Release Numbers. Shipments without a Purchase Order Number clearly visible will be refused.

If this order calls for one minimum carload or more, Seller must not make shipment of less than a minimum carload, except on Purchaser's specific instructions.

All material must be forwarded by cheapest method unless otherwise specified. Purchaser reserves the right to back charge to Seller all the excess charges due to violation of these instructions. Goods must have this order number plainly marked thereon and, if shown on this Order, the drawing number and symbol. Bill of Lading with freight rate inserted, also detailed memorandum of shipment, must be sent promptly after each shipment.

If for any reason Seller's delivery as called for in this Order is threatened or cannot be made as promised, Seller shall notify Purchaser promptly in such event except as an Act of God, strike, civil disturbance, or government action delays delivery, Purchaser shall have the right to cancel this Order because of such delay as well as such other rights and remedies to which Purchaser is entitled by law for delay, without regard to the foregoing or other exception.

Purchaser reserves the right to cancel this Order if not filled and ready for delivery on specified delivery date.

5. HAZARDOUS MATERIAL: If the material being supplied under this order is classified as hazardous under OSHA, CFR 1910, 1200 or equivalent regulation, please furnish an appropriate Safety Data Sheet with the initial shipment to the point of delivery, and properly tag to comply with OSHA regulations.



TERMS AND CONDITIONS OF PURCHASE

6. QUANTITY: Any excess material furnished and charged for against this order and which we cannot use to advantage will be deducted from the invoice and returned on your prompt request.

7. WARRANTY: Seller warrants that (i) any goods to be provided hereunder shall be new and not used, of the best grade and quality, (ii) all goods and services shall conform to the specifications, drawings, samples or other description furnished and shall be fit for the purpose intended, merchantable, of good material and workmanship, and free from defects and the representations of Seller for a minimum period of one(1) year from (A) the date of completion of any services or (B) first beneficial use or completion of the total project for which the goods are being purchased, whichever shall occur later, Seller agrees that, in the event any nonconformity with the Seller's warranty is discovered, in addition to any other remedy is available to Purchaser, and not in substitution or limitation thereof, Seller shall be liable for the cost of removal, repair or replacement, re-installation, and transportation of such goods. Seller agrees that this warranty shall inure to the benefit of Purchaser and Purchaser's customer and that Purchaser, Purchaser's customer, or both, shall have the right to enforce the terms of this warranty. All goods received by Purchaser will be subject to inspection and rejection, and rejected goods may be returned at Seller's expense, including transportation charges paid by Purchaser.

8. PATENT INFRINGEMENT: Seller agrees to protect and save harmless and to indemnify Purchaser from and against all costs, expenses, damages and liability arising from or out of any infringement, or claim of infringement, of all United States patents respecting manufacture, sale use, or resale of articles or work covered by this Order.

9. COMPLIANCE WITH LAWS: Any provision required to be included in this Order by any applicable Federal, State or Local law, rules, regulations, or orders, or by any governmental authority which have the effect of law, shall be deemed incorporated herein. This Order is awarded subject to the Seller's compliance with any aforesaid provision, law, rule, or regulation, and includes the Fair Labor Standards Act, as amended, and Section 6,7, and 12 as well as orders and regulations of the U.S. Department of Labor issued under Section 14 of said Act.

10. INDEMNITY: If the Seller, either as principal or by agent or employee, enters upon the premises or property of the Purchaser in order to perform any services hereunder, including without limitation, construction, erection, inspection, delivery, servicing or repairing, Seller shall indemnify, save and hold Purchaser harmless from any and all liabilities, claims, demands, losses, costs, damages and/or expenses, including without limitations, attorneys' fees (collectively "Damages") on account of personal injuries, including death, or property loss or damage to others (including Seller and employees and invitees of either Seller and Purchaser) arising out of or in any manner connected with the performance of such services, and caused by the negligent or willful act or omission to act of Seller, or a supplier of Seller, or employees or invitees of either of them and Seller shall, at his own expense defend any and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising there from. Seller shall also procure and carry the insurance of employees on such work that may be required by any Workmen's Compensation Act or similar liability act. Seller shall procure and maintain such other insurance in connection with the work, as Purchaser shall specify. In addition, Seller agrees to protect, indemnify, and save harmless Buyer and Buyer's customer from any and all Damages arising from any claim of death or injury to persons or damage to property arising out of, or attributable to the material and/or work supplied hereunder, including without limitation, defects in design, materials or manufacture,



TERMS AND CONDITIONS OF PURCHASE

except where such loss, cost, damage or expense results from the sole negligence of Purchaser or Purchaser's customer. With effective safety features and providing all necessary and effective safety warnings and/or notices for protecting personnel from being injured as a result of coming into contact with the product being produced by the goods during operation or during performing repairs, start-up, or maintenance.

11. FORCE MAJUERE: Purchaser shall not be liable for failure to accept any part of this Order, if such failure is the result of any cause beyond the control of Purchaser, including without limitation, fires, floods, strikes, differences with employees, casualties, delays in transportation, shortages of cars, inability to obtain necessary materials or machinery in Seller's plant or total or partial shutdown of Seller's plant for any cause.

12. OTHER CONTACTS: This Order and the Purchaser's liability hereunder shall be subject to the terms and conditions of any suspension or delay of any contract entered into between Purchaser and a third party for whom the goods and/or services covered by this Order are ultimately to be supplied by Purchaser.

13. OWNERSHIP OF INFORMATION: The specifications, drawings, designs, manufacturing data and other information as may be submitted by Purchaser to Seller("Information") pursuant to the performance of this Order are Purchaser's property and are disclosed in confidence upon the condition that the Information is not to be reproduced or copied or used for furnishing information or materials to others, or for any other purpose detrimental to Purchaser's interests.

14. MODIFICATION: This Order constitutes the entire agreement between the parties and no additions or changes to this Order shall be binding unless in writing and approved by the Purchasing Department of the Purchaser.

15. GOVERNING LAW FORUM: This Order is to be interpreted in accordance with, and its administration and performance governed by, the laws of the State of Ohio. The parties agree that Stark County, Ohio shall be the forum for any cause of action filed in any court of law or equity.

16. CANCELLATION: In addition to any other provisions contained herein for the cancellation or termination of this Order, Purchaser may cancel this Order for any reason or no reason, in whole or in part, by written notice to Seller on the condition that Purchaser pay Seller the actual net cost to Seller incurred in good faith prior to Seller's receipt of the cancellation notice in connection with this Order; provided, however, that in no event shall Purchaser be liable for Seller's commitments or production arrangements in excess of the amount, or in advance of the time necessary to meet Purchaser's delivery schedules.

17. NON-DISCRIMINATION IN EMPLOYMENT: Unless exempt, the Equal Opportunity Clause as set forth in Section 202 of Executive Order 11246, as amended, is hereby incorporated by reference and made part of this Order. Seller will comply with the provisions of Executive Order 11246 and the rules, regulations, and relevant orders of the Secretary of Labor, pursuant thereto.