



TERMS AND CONDITIONS OF PURCHASE

THESE TERMS AND CONDITIONS OF PURCHASE (“Agreement”) apply to all purchase orders (“Orders”) for Goods placed by any division, subsidiary, or affiliate within the FISHER BARTON family of companies, including Fisher-Barton Inc.; Fisher Barton Blades, Inc.; Fisher Barton Technology Center, Inc.; Thermal Spray Technologies, Inc.; Zenith Cutter, Inc.; Accurate Specialties Inc.; and Fisher-Barton Specialty Products, Inc. (the applicable division, subsidiary or affiliate shall be referred to hereinafter as the “Buyer”).

- Acknowledge receipt of this Purchase Order IMMEDIATELY. Purchase Order Number is in upper left-hand corner of Purchase Order.
 - Render separate invoices of EACH and EVERY SHIPMENT.
 - Render INVOICES IN DUPLICATE (unless otherwise instructed, immediately following shipment) priced and extended.
 - All shipments are to be made as noted on the face of this order, and notices sent to consignee.
1. **PRICE.** This is a fair price order.
 2. **TERMS OF PAYMENT**
shall be NET60 (sixty) days.
 3. **ATTACHMENTS.** Documents designated by Buyer in the body of the Purchase Order, including supplemental terms and conditions, if any, are incorporated for reference the same as if set out in full therein. Documents and other material received by Recipient directly or indirectly from Buyer shall be and remain the exclusive property of Buyer Recipient shall return all such documents and other material to Buyer promptly upon request, including all copies, duplicates, and extracts thereof.
 4. **CHANGES.** The Buyer reserves the right at any time to issue a written change order or amendment to the Purchase
the items to be furnished are to be specially manufactured for the Buyer; (b) quantity; (c) methods of shipment or
 5. **MODIFICATIONS AND ASSIGNMENTS**
be made except upon Buyer’s written authority. Seller shall not assign or contract to assign order or any part thereof or the right to receive any payments due or to become due Seller without Buyer’s written consent in advance.
 6. **PACKING AND CARTAGE.** No charge for packing or cartage will be allowed except as stated herein. **NO VENDOR LOGOS ON PARTS OR PACKAGING unless approved by Buyer.** Vendor logos permissible on external shipping containers only
 7. **SHIPMENT.** If the goods are not shipped in accordance with Buyer’s direction and the instructions set out in this order, Seller shall pay to Buyer any excess cost occasioned it thereby.
 8. **PATENTS.** By accepting this order, Seller represents, warrants and guarantees that the articles, materials or goods described herein, and the sale or use of them, will not infringe or contribute to the infringement of any United States or foreign Letters Patent or copyright, either in the U.S.A. or foreign countries, and Seller agrees at Seller’s expense to defend, protect and save harmless Buyer, its successors, assigns, customers and users of its products, against all suits at law or in equity, and from all damages, claims and demands for actual or alleged infringement of any patent or copyright.
 9. **EXCESS GOODS.** Buyer must agree to and provide prior approval to any shipped quantity changes to this PO.

such goods will be held at Seller’s risk. Buyer may, and at Sellers direction shall, return such goods at Seller’s risk, and all transportation charges both to and from the original destination, shall be paid by Seller.

10. **TERMINATION.** Buyer may terminate this order for its convenience, in whole or in part, by written or telegraphic notice at any time. If this order is terminated for convenience, any claim of Seller shall be settled on the basis of reasonable costs it has incurred in the performance of this order.

11. **DELAYS.** If Seller shall: fail or refuse to proceed with this order, or if Seller shall fail to make delivery or Buyer, to accept delivery, according to the delivery schedule, the other party may cancel the then remaining balance of the order unless

“excusable delay” as used in this paragraph means any delay in making or accepting deliveries which results without fault or negligence on the part of the party involved and which is due to causes beyond its control including, without being limited to, acts of God or the public enemy, any preference, priority or allocation order issued by the Government

strikes, freight embargoes, unusually severe weather, and delays of a supplier due to such causes. Each party promptly beyond sixty days. A processing fee may be applicable at the time of cancellation.

12. **QUALITY.** Supplier agrees to comply with the “Supplier/Customer Expectation Manual” in part, or whereas applicable for given materials, parts, products, or services supplied by Seller. Additionally, where appropriate, the Seller agrees to the use of statistical process controls which shows the Product characteristics and the use of applicable control charts on said characteristics and a tracking system so that individual parts may be traced back to their hot steel or original batch. Inspection of Products and shipments to show conformity with standards and drawings shall be the responsibility of the Seller. Seller will provide reasonable access to its facilities, operations, and records to such auditors and inspectors as Buyer may from time to time reasonably designate for the purpose of performing audits or inspections of Seller’s

at the time of this agreement, based on Seller selection and approval, shall be maintained throughout the duration of this agreement. Any such revocation, maCC05100470048005500030057004B004C0056000upria3e1a600 st,9.5 0 000300B05

