



PROPRIETARY RIGHTS: If any articles supplied under this order are made according to designs, specifications, or blueprints, or by means of any tools, dies, patterns and equipment, which are the property of the Buyer, the Seller agrees that the same articles or parts will not be furnished to any other party, and that such tools, dies, patterns, equipment, designs, specifications, and blueprints will not be used to manufacture articles or parts furnished to any other party without the Buyer's written consent. Seller agrees, by acceptance of this order, to consider all information furnished by Buyer to be confidential and to not make use of same for any other purpose.

WARRANTY: Seller warrants that all goods sold or work performed pursuant to this purchase order shall (a) conform to all applicable specifications, drawings, blueprints and/or samples and be otherwise as described hereon; (b) be free from defects in material and workmanship and fully merchantable; (c) be fit for the purpose for which they are intended. In the event of breach of this warranty buyer shall have all of the remedies afforded under the Uniform Commercial Code as adopted by Ohio. Warranty period is a total of 24 months.

PATENTS: Seller agrees to indemnify and hold harmless the Buyer, against any loss, cost or expense incurred in investigation, defense, or settlement of any claim or suit, or payment of any judgment obtained against it, based on alleged infringement of any patent by reason of the manufacture, sale or use of all goods sold by seller pursuant to this purchase order, including reasonable attorney fees.

APPLICABLE LAW: The rights of the parties hereto and the construction and effect of their contract shall be governed by the laws of the State of Ohio.

OSHA REQUIREMENTS: In accordance with the OSAH ruling the Hazard Communication (CFR-1900, 1700), we request that you submit an OSHA "Material Safety Data Sheet." If already furnished, submit a new "MS-DS" only if a change has occurred. In addition, all close containers must be labeled.