

## R&M MACHINE SHOP, INC. - TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

1. Conditions of Purchase. Seller shall be deemed to have accepted this Purchase Order and these terms upon Seller's returning to R&M Machine Shop ("Buyer") an acknowledgement of this Purchase Order or an invoice, or upon Seller's shipment of any of the ordered goods to Buyer, whichever occurs first. The terms of the purchase and sale are expressly limited to the terms of the offer contained herein. Any proposal for additional or different terms, and any effort by Seller to vary the terms of this offer, is hereby objected to and rejected. Any such proposal or effort by Seller shall not, however, operate as a rejection of this offer unless such variance is in the terms of the description, quantity, price, or delivery schedule of the goods; in all other events the proposal by Seller shall be deemed a material alteration of this Purchase Order, and this offer shall be deemed accepted by Seller without said additional, different, or varied terms. If this Purchase Order is deemed an acceptance of a prior offer by Seller, such acceptance is expressly conditioned upon Seller's assent to the terms contained herein. The Seller's quotation or proposal (if any) is made a part hereof only to the extent that it is consistent with this Purchase Order.
2. Warranties.
  - (a) Seller warrants that all goods purchased and delivered hereunder shall be merchantable in the trade as goods strictly of the kind and quality described on the face hereof; shall be of good quality and free from all latent and patent defects in design, workmanship, and materials; shall be safe for their intended use; shall be fit for the particular purposes for which they are purchased; and shall strictly conform to any specifications and/or samples, drawings, designs, or other requirements of Buyer.
  - (b) Seller warrants that all goods sold hereunder will be free of any claim or lien of any nature by any third person and that the Seller will convey clear title thereto to Buyer. Seller also warrants that the sale of these goods does not violate any patents, trademarks, copyrights, or intellectual property rights.
  - (c) All warranties contained herein are in addition to and not in limitation of any other express or implied warranties of Seller. At Buyer's option, and not in limitation of any other right or remedy of Buyer, Seller shall, at Seller's expense, replace or refund the full purchase price for goods for which a breach of warranty exists.
3. Indemnification. Seller shall indemnify, defend, and hold harmless Buyer from and against any and all loss, liability, cost, damage, or expense incurred by Buyer or any third party arising out of or related to any defect in the goods purchased hereunder or any other act, error, or omission of the Seller, its suppliers, subcontractors, agents or employees in the performance of Seller's obligations hereunder, including without limitation any claim for attorneys' fees; loss of profits, down time costs, or any other incidental or consequential damages; or infringement of intellectual property rights.
4. Rejection. Payment for the goods delivered hereunder shall not constitute acceptance of the goods or a waiver of any rights or defects, nor shall tender of payment be a condition to Seller's duty to tender and complete any delivery required hereunder. Buyer may inspect the goods before or after payment and may reject any or all goods which are in Buyer's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Seller at Seller's expense and, in addition to Buyer's other rights, Buyer may charge Seller all expenses of unpacking, examining, repacking, and reshipping such goods. Buyer reserves the right to revoke its acceptance of all nonconforming goods, the nonconformity of which was not readily observable upon initial inspection.
5. Seller's Remedies and Limitations Thereof. Should Buyer wrongfully reject or revoke acceptance of goods, or breach this Purchase Order in any respect, then Seller's exclusive remedy against Buyer shall be recovery of the price of the goods already delivered, or to resell the goods directly affected in a commercially reasonable manner and recover the difference between the contract price and the resale price, if any, less any expenses saved. Any recovery by Seller is limited to and shall not exceed the price set forth herein. Buyer shall not be liable to Seller for any consequential, indirect, incidental, or special damages, including any lost profits of Seller or any of its suppliers. Any action for breach of this Purchase Order must be commenced by Seller within one year after the cause of action has accrued.
6. Force Majeure. Seller shall not be responsible for any failure to perform in accordance with any term and condition herein due to causes beyond its control, including but not limited to acts of God, labor disputes or shortages, acts of government or judicial action, or inability or delay in securing materials, parts, or components, provided that such inability or delay is not a result of any action or inaction on the part of Seller.
7. Confidential and Proprietary Information. All non-public, confidential, or proprietary information of Buyer or of a third party in Buyer's rightful possession, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement, and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Seller on a non-confidential basis from a third party.
8. Jurisdiction and Venue. Any dispute arising out of or relating to this agreement or the goods purchased hereunder shall be subject to exclusive jurisdiction and venue in a court having jurisdiction over DeKalb County, Alabama, and each party submits to such jurisdiction and waives any objection to venue or convenience of the forum.
9. Entire Agreement. This Purchase Order is the entire and integrated agreement between the parties concerning the subject matter hereof and supersedes all other agreements and communications between the parties hereto. Any provision in the Seller's quotation which conflicts with, or is in addition to, the provisions stated in this Purchase Order shall not become a part hereof unless expressly agreed in a writing signed by Buyer.