

Lombard Swiss Screw Company Purchase Order Terms and Conditions

1. Vendor shall perform only the services specified on this Purchase Order (the "Services").
2. Any and all information, whether written or verbal, provided by Purchaser to Vendor related to the Services to be performed pursuant to this Purchase Order, including, without limitation, drawings, models, patterns, samples, and/or specifications, is confidential and shall not be reproduced, disclosed, commercially exploited by Vendor or otherwise be made available to Vendor's customers, vendors, or other third parties whether during or after performance of this Purchase Order. This paragraph survives the termination of this Purchase Order.
3. Vendor shall notify Purchaser in writing of any quantity discrepancies prior to performing any work on Purchaser's parts and materials.
4. Vendor shall be responsible for any loss, damage or destruction of Purchaser's parts or material and shall immediately reimburse Purchaser for the actual cost of such parts or material together with direct labor costs. Purchaser shall have a right to set off such costs from any amounts due from Purchaser to Vendor.
5. Vendor shall comply with all local, state and federal laws, rules, regulations, guidelines and ordinances in performing the Services under this Purchase Order.
6. Vendor warrants to the Purchaser that the finished products conform to the Purchaser's specifications, drawings, samples, and performance requirements. At the time of each shipment to the Purchaser, Vendor shall supply to Purchaser a Certificate of Compliance stating that the finished products meets the Purchaser's specifications. Upon Purchaser's request, Vendor will also provide all other information required by Vendor to determine whether the finished products meet the Purchaser's specifications.
7. In the event that Services supplied by Vendor fail to meet any of the warranties stated in Section 6 above, Vendor shall, at the option of Purchaser, (i) rework/replace the defective products; (ii) reimburse Purchaser for the parts at Purchaser's actual cost of replacing such products, including freight costs and any taxes, charges or levies payable in connection with the transportation of the defective product, or (iii) to the extent that the products have been incorporated into Purchaser's finished product, reimburse Purchaser for the Purchaser's actual cost of replacing such finished product.
8. This Purchase Order constitutes the entire agreement and understanding between the parties, concerning the subject matter of this Purchase Order. This Purchase Order shall not be modified or amended orally, by the terms of documents issued unilaterally by Vendor (and the terms proposed by any such other documents are specifically objected to and shall not be the basis for any contract regarding the Services), or by any course of dealing or trade usage, but only in writing executed by Purchaser, and shall not be assigned by Vendor without the written consent of the Purchaser.
9. This Purchase Order shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles.