

## SCHNIPKE PURCHASE ORDER TERMS AND CONDITIONS

1. All terms and conditions of this order are incorporated into and are subject to the terms and conditions of any other Agreement executed by the parties in writing.
2. All crates, packaging, boxes, acknowledgements, packing slips and invoices must show our Order Number.
3. Any fee specified in this order for goods or services shall constitute the price in full for such good or services, including all documentation reasonably necessary to operate and install the goods, the cost of installation, unless otherwise agreed in writing between the parties, and maintenance for any applicable warranty period.
4. Send all invoices on the date of shipment or the date services are provided by email to [invoices@schnipke.com](mailto:invoices@schnipke.com). Separate invoices are required for each purchase order (and for each shipment when partial deliveries are made). All items and services must be priced separately.
5. All orders are to be acknowledged via email to [purchasing@schnipke.com](mailto:purchasing@schnipke.com). If Seller cannot ship any item or perform any service described on this order promptly, Schnipke Engraving Co., Incorporated (“Purchaser”) must be notified.
6. If Seller does not advise to the contrary, within three days from the date of order, it is understood that this order has been accepted on terms and conditions shown, and settlement will be made on the basis.
7. No substitution of merchandise will be made, unless authorized by Purchaser to do so.
8. Purchaser reserves the right to return for full credit all goods shipped in excess of amount ordered.
9. Orders not shipped or services not provided on date and at location specified by Purchaser, or promised by Seller, are subject to cancellation, and are also subject to cancellation if not filled in a reasonable time. The risk of loss or damage in transit shall be upon Seller until the goods, articles, or materials are received by Purchaser at the delivery site and accepted by Purchaser.
10. All articles, parts, materials, workmanship, and services provided pursuant to this order are subject to 100 percent inspection and testing by Purchaser before and after delivery, notwithstanding prior acceptance or payment. No preliminary inspection by or on behalf of Purchaser shall relieve Seller of its own obligation to make full and adequate testing and inspection. Acceptance by Purchaser shall not relieve Seller from its responsibility under any warranty.
11. If an order contains an estimate of total fees and/or expenses, Seller shall notify Purchaser In writing reasonably in advance of reaching the maximum fees and/or expenses contemplated and the amount by which the estimate may need to be increased. Upon receipt of such notice, Purchaser may, at its election, (a) accept the estimate as revised, or (b) terminate the order. In no event shall total fees and/or expenses for services exceed any revised estimate accepted by Purchaser.
12. Seller warrants that all goods, work, and services covered by this Purchase Order will conform to the specifications, provisions, drawings, samples or other descriptions furnished or specified by Purchaser, will be merchantable, of good material and workmanship and free from any defect, and will when shipped comply with the requirements of the Occupational Safety and Health Act, and that all services shall be performed in a timely manner, with reasonable care and due diligence, and in a workmanlike and professional manner by employees of Seller having a level of skill in the area commensurate with the requirements of the scope of work to be performed. Seller also warrants that all goods and materials covered by this Purchase Order, which is the product of Seller or is in accordance with Seller’s specifications, will be fit and sufficient for the purposes intended. Seller hereby assigns to Purchaser the benefits of all warranties given by any persons from whom Seller purchased any goods or services.
13. With regard to services, Purchaser reserves the right to make changes at any time to the scope of services, specifications, or schedules. Seller agrees to integrate such changes into the project promptly. If such changes affect Seller’s obligations beyond those agreed to by the parties, Purchaser and Seller shall negotiate appropriate adjustment of costs.
14. Materials, specifications, drawings, and other items supplied or paid for by Purchaser in connection with this order shall remain Purchaser’s property, shall not be used except for work performed for Purchaser and upon request by Purchaser shall be returned to it F.O.B its shipping point specified on the face hereof, together with completed work and work in process if so specified by Purchaser. Seller agrees that said materials, specifications, and drawings, and

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the purposes for which the same are furnished by Purchaser to Seller shall be kept in strict confidence and shall be revealed only to Seller's employees to the extent necessary.

15. Purchaser may terminate any order for goods or services without cause upon five (5) days' written notice to Seller. In the event that any order is terminated by Purchaser without cause, Purchaser shall reimburse Seller for all goods or services ordered that were delivered or performed prior to such termination and that are acceptable to Purchaser.
16. Purchaser shall be the sole and exclusive owner of all Work Products produced in connection with the services performed pursuant to this order. Work Products shall include, without limitation, (a) all works, inventions, ideas, concepts, improvements, modifications, developments, technologies, designs, plans, drawings, pictures, schematics, descriptions, formulae, computer software, data files, (b) all other tangible or intangible materials, products, and things that are produced by, or developed for or in connection with the performance of the services, including related source and object codes, documentation, upgrades, revisions, and any copies thereof, and (c) all copyrights, patents, trade secrets and other proprietary rights in respect of any of the foregoing. All right, title, and interest in and to any data and materials furnished to Seller by Purchaser prior to or during delivery of services are and shall remain the property of Purchaser. All Work Products are "works made for hire", to the fullest extent permitted by law. Seller hereby irrevocably assigns and transfers all Work Products and copyrights thereto Purchaser in perpetuity. Seller shall execute and deliver all documents or instruments requested by Purchaser to make such assignment and/or to evidence such assignment.
17. Seller shall promptly and fully disclose all Work Products to Purchaser and shall provide, at its own expense and without additional compensation or reimbursement, all assistance requested by Purchaser, for purposes of seeking and obtaining copyright registration for the Work Products, including executing all documentation necessary to obtain such copyrights.
18. Seller represents and warrants that Seller has full power and authority to grant to Purchaser the rights granted pursuant to this order without the consent of any other person or entity; that the performance of any services or goods provided by Seller shall not in any way constitute an infringement or other violation of any proprietary right of any person whomsoever, including any copyright, patent, tradename, trademark, trade secret, nondisclosure agreement, or other rights; and that there is currently no actual or threatened suit by any third party based on an alleged violation of any such right.
19. Seller shall, at its own expense, hold harmless, indemnify, and defend Purchaser, its directors, officers, employees, agents and affiliates from, for and against all claims, demands, liabilities and expenses (including attorney fees at trial and on appeal), arising out of or in connection with Seller's negligence or any actual or alleged violation or infringement by Seller of any proprietary rights of any person, including any copyright, patent, tradename, trademark, or trade secret rights. No settlement of such claim or suit shall be made without Purchaser's prior written consent.
20. All obligations relating to indemnifications, warranties, proprietary rights, or maintenance obligations as stated in this order, shall survive the termination or expiration of this order and shall remain binding and in full force and effect.
21. This Purchase Order may only be accepted on the exact terms set forth herein, and no additional terms or modifications shall be accepted.