

**DEKKER VACUUM TECHNOLOGIES, INC.**  
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**TERMS AND CONDITIONS**

**ALL PRODUCTS ARE PURCHASED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**

This Purchase Order ("Purchase Order" or "P.O.") constitutes an offer by Dekker Vacuum Technologies, Inc. ("Dekker" and/or "Buyer") to purchase the goods described at the price and payment terms set forth on the reverse side hereof. This P.O. becomes binding when it is accepted by Seller, which acceptance shall occur on the earlier of acknowledgment, shipment or by the commencement of performance hereunder. Any acceptance of this P.O. is limited to acceptance of its express terms and conditions. No revisions of this P.O. shall be valid unless in writing and signed by an authorized representative of Buyer; and no conditions stated by Seller in accepting or acknowledging this P.O. shall be binding upon Buyer if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein, unless expressly accepted in writing by Buyer. In the event of a conflict between the terms of this P.O. and Seller's acceptance or acknowledgment, the terms of this P.O. shall govern. Any proposal for additional or different terms or any attempt by Seller to vary in any degree the terms of this P.O. in Seller's acceptance or acknowledgment, is hereby objected to and rejected.

1. **PRICE AND PAYMENT.** Unless Buyer agrees otherwise in writing, Buyer will not be required to pay any sales, use or other taxes arising because of Dekker's purchase from Seller. Also, Buyer will not be required to pay any late charge, interest, finance charge or similar charge. Buyer's payment of the purchase price does not indicate Buyer's acceptance of the goods or services. Payment terms will run from the date of delivery of conforming goods or performance of conforming services, or the date of Seller's invoice, whichever is later.
2. **DELIVERY.** Buyer reserves the right to select the route and manner for delivery of goods F.O.B. Seller's plant. Seller agrees to coordinate with Buyer to honor Buyer's shipping instructions. Seller's timely performance of its obligations hereunder is of the essence. Buyer's stated delivery or performance date cannot be extended for any reason without Buyer's written consent.
3. **EXCESS DELIVERIES.** If Seller delivers more goods than Buyer ordered, Buyer will not have to pay for the excess unless agreed to by Buyer. Unless Buyer agrees otherwise in writing, Seller will deliver all of the goods in a single delivery and not in installments. Buyer's acceptance of a delivery containing less than the required quantity will not relieve Seller of Seller's obligation to deliver the balance of the ordered goods at the price and on the other terms specified in this order.
4. **INSPECTION/TESTING.** All materials, goods, or articles ordered will be subject to final inspection, testing, and approval at destination by Buyer. Payment for the goods delivered shall not constitute acceptance thereof. Buyer shall have the right to hold, inspect, test, and reject any or all goods that are in Buyer's judgment defective or non-conforming, and reserve the right to hold, inspect, test, and reject such goods within a commercially reasonable time, as determined by Buyer's own inventory, manufacturing, and sales requirements.
5. **REJECTS.** Buyer reserves the right to reject and hold, at Seller's risk and expense subject to Seller's prompt advice as to disposal, all materials, goods, or articles not conforming to drawings and/or specifications and/or samples under the terms of this Purchase Order, or at Buyer's discretion, to return any such materials, goods, or articles freight collect. Buyer may charge Seller all storage and handling expenses, including but not limited to, those of unpacking, examining, repacking, storing and shipping such goods. If any merchandise fabricated by Seller is rejected by Buyer due to Seller's fault or failure to meet the requirements of drawings, specifications, and/or samples required under the terms of this Purchase Order, Seller shall at Buyer's option, either replace or repair such merchandise at Seller's own expense.
6. **WARRANTIES.** Seller warrants that the goods are merchantable, of good material and workmanship, fit for the purposes for which Buyer intends them, free from faults and defects, and suitably packaged to insure arrival at Buyer's plant without damage or deterioration. Seller warrants that any goods and/or services covered by this order will be of good workmanship quality. Also, Seller warrants that the goods and/or services will conform to any drawings, specifications or standards, which may be referred to on the face of this order. Seller also warrants that the goods and their manufacture, or the services and their performance, do not violate any federal, state, or local law or regulation or violate or infringe any patent or other intellectual property rights of any third party. Seller's warranties extend to future performance of the goods and future results of the services. Seller's warranties shall survive inspection, test, acceptance and payment. Seller further warrants that all goods and materials furnished under this Order are free and clear of all liens, security interests, and encumbrances whatsoever, and that at the time of sale, Seller had good and marketable title to the same.
7. **CLAIMS.** Seller will indemnify and hold Buyer harmless (and defend Buyer; if Buyer asks Seller to) as to any claims, liabilities and expenses brought against Buyer or suffered by Buyer because of any breach of Seller's warranties or obligations to Buyer, or because of any defective product or services provided to Buyer by Seller, or for any claim of unfair competition or of patent, trademark or copyright infringement relating to the goods or any services. This obligation of Seller is in addition to any and all warranty obligations of Seller.
8. **SHUT DOWN.** If a material part of Buyer's business is shut down, permanently or temporarily, because of anything Buyer cannot control (such as casualty or labor trouble,) Buyer may cancel this agreement without liability except as to conforming goods or services which have already been delivered to Buyer or performed for Buyer before Buyer cancels.
9. **CHANGES.** Buyer may at any time, prior to delivery of Seller's product or services, by written notice to Seller, change Buyer's agreement as to (a) specification of the goods or services, (b) time and place of delivery or performance, or (c) quantity of the goods or extent of the services. If this causes a change in Seller's cost or time of performance, an equitable adjustment shall be made in price or time for delivery or performance, or both. If Seller wants an adjustment, Seller has to notify Buyer in writing within 5 days after Buyer notifies Seller of the change.

10. **BUYER'S RIGHTS.** Without limiting other rights and remedies available to Buyer, Buyer may, at Buyer's option: (1) return non-conforming goods to Seller, at Seller's risk and expense, and require Seller either to give Buyer full credit against the price, or to promptly repair or replace the goods at Seller's risk and expense; or (b) retain such goods and set off losses against any amount due Seller; or (c) repair or replace such goods and charge Seller with the expense. Shipping costs for returns to Seller of non-conforming goods or parts whereof will be at Seller's expense, and Seller will also pay the shipping costs for any replacements Buyer accepts for such goods or parts. In addition to Buyer's rights set out in these terms of purchase, Buyer has all of the other rights and remedies that the law gives to buyers, including the right to recover incidental and consequential damages resulting from any breach by Seller. Buyer will not lose any right just because Buyer does not exercise it. Buyer will have the full statutory period of limitations to bring any action arising out of Buyer's agreement with Seller. Seller agrees that a reasonable time for Buyer to notify Seller of any breach is within two years from when Buyer discovers the breach.
11. **LIMITATION ON BUYER'S LIABILITY.** In no event shall Buyer be liable for anticipated profits or for incidental or consequential damages. Buyer's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Purchase Order or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof that gives rise to the claim, less material, labor, and production cost savings of Seller. Buyer shall not be liable for penalties of any description.
12. **OTHER TERMS.** Any drawings, specifications and other information and any tooling or other property Buyer may furnish Seller in connection with Seller's manufacture of the goods or performance of the services ("Furnished Items") remain Buyer's property, and Seller does not have any security interest therein or in the goods. Seller will maintain in good condition any Furnished Items and return them to Buyer when Buyer requests. All Furnished Items are confidential, and Seller will not use (except to deliver goods to Buyer), furnish or otherwise disclose their contents, to any third party (including any of Seller's suppliers) without Buyer's prior written consent. Seller may not delegate Seller's obligations unless Buyer gives written consent.
13. **MANUALS.** Seller will furnish to Buyer, at the time the goods are delivered without any additional cost, all parts manuals, instruction manuals, operator's manuals, electrical schematics, and electronic schematics necessary or helpful for installation, use and maintenance of the goods. These items must be appropriate for the goods and must be in the English language. In addition to the other remedies available to Buyer, Buyer may withhold any part or the entire price for goods until these items are delivered.
14. **APPLICABLE LAWS.** Buyer has made its agreement with Seller in Indiana, and it will be governed by, and interpreted according to, Indiana law. Any litigation between Seller and Buyer shall be handled by any state or federal court in La Porte or St. Joseph County, Indiana. The parties agree that the U.N. Convention on the International Sale of Goods shall not apply.
15. **COMPLETE AGREEMENT.** Any change in, or waiver of, any provision of this agreement must be in writing signed by Buyer.