



Industrial Laminates Norplex, Inc.
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INDUSTRIAL LAMINATES NORPLEX, INC.
TERMS OF PURCHASE

1. **Delivery.** The Delivery Date is firm. If Vendor suspects he will not meet the Delivery Date for any part of this order, Vendor shall immediately notify Purchaser and request a revised Purchase Order ("P.O."). Unless Purchaser agrees to a revised P.O., Vendor shall use its best efforts to meet the indicated Delivery Date. Any items delivered to Purchaser after the Delivery Date may be rejected in total or in part by Purchaser and any rejected items shall be returned to Vendor at Vendor's expense, and subject to any additional claims by Purchaser due to late delivery.
2. **Shipping, Title, and Risk of Loss.** Vendor will arrange shipment of the designated items by the carrier identified in this P.O. FCA Sellers Plant (Incoterms 2000). Title to and risk of loss for any item shall pass to Purchaser when control over the item has passed to Purchaser's designated carrier. Purchaser shall pay all charges for shipping items in conformity with this P.O.
3. **Testing.** Purchaser shall have sixty (60) days after delivery of any item to conduct testing and notify Vendor of any deficiency detected and reject any nonconforming items. Purchaser shall be entitled to a credit against amounts owed to Vendor or reimbursement for Purchaser's costs in testing any items which are defective. Such credit or reimbursement shall be in addition to any other credit to which Purchaser may be entitled. Defective items shall be disposed of by Vendor at Vendor's cost, or may be returned to Vendor by Purchaser at Vendor's cost fifteen (15) days after notice to Vendor.
4. **Prices.** Prices are stated in U.S. dollars and are firm. No surcharges or other adjustments will be allowed.
5. **Billing and Payment.** Vendor will provide Purchaser with an invoice for all items delivered under the authority of this P.O. indicating the P.O. number, Bill of Lading and Lot Number, Vendor number shown on the invoice, and the items for which payment is being requested, along with a statement of the amount of payment requested. Purchaser will pay Vendor within forty-five (45) days of receipt of Vendor's invoice net of any credits to which Purchaser is entitled. Payment will be made only in response to an invoice as described herein.
6. **Warranty and Production Standards.** Vendor warrants that all items will meet specifications provided by or agreed upon by Purchaser. If no particular specifications exist, all items shall meet industry standards. No change will be made to raw materials or manufacturing processes subject to Purchaser's specifications without Purchaser's written consent. Vendor further warrants that it has free and clear title to all items shipped to Purchaser and that the production, sale, or shipment of these items does not infringe upon any patent, copyright, or trademark belonging to a third party unless such infringement is the result of Vendor complying with production specifications provided by Purchaser.
7. **Inspection Rights.** Purchaser may inspect those parts of Vendor's production facilities where any items which are to be shipped to Purchaser are being made or assembled or where items shipped to Purchaser were made or assembled within the previous one hundred eighty (180) days. Vendor shall allow such inspections during normal business hours after forty-eight (48) hours notice. Purchaser shall comply with Vendor's safety requirements for any inspections and shall not disclose any information obtained through any such inspection except to Vendor.
8. **Confidentiality.**
 - (a) All product data, specifications, formulae, design, and other such technical information shared by Purchaser and Vendor with each other in connection with this P.O. or other proposed purchase orders or sales, even if the terms thereof are indefinite, shall be presumed to be confidential unless such technical information is already widely known by Purchaser's or Vendor's competitors. Purchaser and Vendor shall treat any confidential technical information received from each other as confidential and shall protect it from disclosure, misuse, or misappropriation unless prior written consent is obtained from the disclosing party to more freely use or publish such information. These obligations do not apply to information independently acquired or developed by the party receiving it from Purchaser or Vendor.
 - (b) Vendor shall not disclose the existence of this P.O. or its business relationship with Purchaser except as required in order to fulfill the terms of this agreement.
9. **Conflicts and Amendments.** These Terms of Purchase may be amended or overridden by the more specific terms described on the first page of this P.O. If there is any conflict or inconsistency between the terms in these numbered paragraphs and the terms set forth on the first page of this P.O., the terms on page 1 shall be controlling. No other amendments to the terms set forth in this P.O. shall be allowed or effective unless reduced to writing and signed by the authorized representatives of the parties.
10. **Entire Agreement.** This P.O. consisting of three (3) pages constitutes the entire agreement between the parties in respect to this proposed purchase. All other communications between Vendor and Purchaser in respect to this proposed purchase are merged herein.
11. **Taxes.** Purchaser shall have no responsibility for payment of any taxes arising out of this purchase unless specifically indicated on this P.O. Vendor indemnifies Purchaser against any sales or other taxes imposed upon this transaction except as specifically assumed by Purchaser.

INDUSTRIAL LAMINATES NORPLEX, INC.
TERMS OF PURCHASE
(continued)

12. Compliance with Laws. Vendor warrants and agrees that the products to be produced and shipped to Purchaser pursuant to this P.O. shall be produced, stored and shipped in compliance with all foreign and domestic laws, treaties, rules, regulations and ordinances applicable within the jurisdiction(s) in which they are produced, as well as any terms which must be incorporated herein as a result of laws, regulations, rules or government orders applicable to this purchase. Vendor further agrees to comply with all applicable foreign and domestic laws, treaties, ordinances, rules and regulations concerning the environmental aspects of this transaction and the handling of money in relation to this transaction.

13. Unexpected Catastrophes. If a party is prevented from performing as required by this P.O. by unexpected events such as fire, wind storm, riot, flood, insurrection, terrorist activities, or other catastrophes which such party could not prevent or avoid, performance shall be excused or postponed as reasonably required by the circumstances. But, if a party requesting relief from its obligations under this P.O. fail to take reasonable precautions against a catastrophe, that party shall not be relieved of its obligations as originally defined in this P.O. And a lack of money or materials shall never be considered an unexpected event.

14. Interpretation and Enforcement.

(a) This P.O. shall be interpreted and enforced pursuant to the laws of the State of Indiana without reference to Indiana's rules regarding choice of law. Except as otherwise indicated in subparagraph (b) any dispute between the parties shall be submitted to arbitration through the offices of the American Arbitration Association and conducted in Chicago, Illinois or such other location as the parties may agree upon in writing. Rules of discovery shall apply to the extent permitted by the arbitrator. Costs of arbitration and attorneys fees may be added to the arbitration award of a prevailing party in the arbitrator's discretion.

(b) Claims that a party is violating or threatens to violate paragraph 8 ("Confidentiality") of this P.O. need not be submitted to arbitration but may be submitted to any court of general jurisdiction or any Federal Court located in Marion County or Hamilton County, Indiana and the parties hereby submit to the jurisdiction of such courts for purposes of litigating any dispute regarding an ongoing or threaten violation of paragraph 8.

15. Cancellation. Purchaser may cancel this P.O. at any time prior to delivery by written notice to Vendor. The terms of cancellation will be mutually agreed upon and allow Vendor to recover costs associated with producing Purchaser's P.O. that cannot be otherwise recovered.

16. No Inducement. Vendor and Purchaser acknowledge and agree that there has not been and will not be any payment, gift, compensation, commitment, or other form of inducement offered or provided to anyone, other than as specifically described herein, to submit, permit, promote, accept or obtain this Purchase Order.