

**ROCKFORD PROCESS CONTROL, INC.**  
**Purchase Order Terms and Conditions of Purchase**

**BY ACCEPTING THIS PURCHASE ORDER, SELLER ACKNOWLEDGES READING AND ACCEPTING THE FOLLOWING PURCHASE ORDER GENERAL TERMS AND CONDITIONS**

1. **Acceptance.** Acceptance of this offer to purchase by acknowledgement, shipment or other performance shall be unqualified, unconditional, and subject to and expressly limited to the terms and conditions as set forth herein. All previous offers by Seller are hereby rejected. Rockford Process Control shall not be bound by terms additional to or different from those set forth herein that may appear in Seller's quotations, acknowledgements, invoices, or in any other communications from Seller, unless such terms are expressly agreed to in a writing signed by Rockford Process Control. Upon acceptance, the terms contained in this Agreement shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement, superseding all contemporaneous oral agreements and all prior oral and written quotations, communications, agreements and understandings of the parties and may not be modified or rescinded except by a writing signed by Seller and Rockford Process Control.
2. **Taxes.** Taxes or additional costs due to the federal, state or municipal legislation, if any, to which the prices in this proposal are subject, will be paid by the Seller.
3. **Warranty.** Seller expressly warrants that all goods will conform to the specifications, drawings, samples and other descriptions furnished or supplied by Rockford Process Control and will be merchantable, suitable for the purposes intended, and free from defects in material, workmanship, design and title. In addition to any other remedies Rockford Process Control may have, Rockford Process Control may reject goods not conforming to the foregoing warranties, whether or not such goods shall have been previously accepted by Rockford Process Control or any prior payment been made thereon. If such goods are rejected, Rockford Process Control shall in writing so notify Seller, and Rockford Process Control, at its option and at the expense of the Seller, may return such rejected goods to Seller or hold them for such disposal as Seller shall indicate, without notice to any other person whatsoever, notwithstanding any assignment by Seller of this Purchase Order or of any sums hereunder. Any payments made on such rejected goods shall be immediately returned to Rockford Process Control. Seller specifically agrees at any and all times to defend, indemnify and hold harmless Rockford Process Control, its successors, assignees, customers and users of Rockford Process Control's goods from and against all claims, losses, damages and expenses (including product recall expenses, actual attorney fees and punitive and exemplary damages) resulting from or arising out of a breach of Seller's express or implied warranties.
4. **Modifications.** Any modification of this Purchase Order, to be valid, must be in writing and signed by Rockford Process Control's representative. Only the Rockford Process Control's signed consent will bind it to any terms hereafter transmitted in any form by the Seller.
5. **Insurance.** Seller agrees to furnish acceptable insurance certificates evidencing adequate workmen's compensation, public liability, product liability and property damage insurance coverage when requested by Rockford Process Control.
6. **Indemnification.** Seller agrees to indemnify and hold harmless Rockford Process Control from and against all demands, claims, suits, costs of defense, liabilities and other expenses for damage or injury to property or for injury or injuries to or death of any person or persons in anyway arising from the furnishing of any goods and services provided under this Purchase Order except liability or damage arising from the sole negligence or willful misconduct of Rockford Process Control, its agents or employees. This indemnification shall be in addition to the warranty obligations of Seller.
7. **Changes.** Rockford Process Control shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the costs, or the time required for the performance, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph.
8. **Inspection.** All goods purchased are subject to inspection, test and approval at destination by Rockford Process Control, notwithstanding prior payments or inspections at the source. Rockford Process Control, without limitation to its other rights under this Purchase Order, may reject any goods that contain defective materials or workmanship, do not meet specifications, or otherwise do not conform to this Purchase Order. Defective material or material not in accordance with Rockford Process Control's specifications will be held for Seller's instructions and at Seller's risk and expense. Acceptance of any goods shall not be deemed to alter or affect obligations of the Seller or the rights and remedies of Rockford Process Control under any other provision of this Purchase Order. Rockford Process Control reserves the right at Seller's expense, to inspect before shipment, or during the process of manufacture, any goods on this order.
9. **Returns.** Rockford Process Control reserves the right to return for full credit any excess over quantity called for in any order or orders. Seller is to bear the cost of transportation both ways.
10. **Time.** Time is of the essence of this Purchase Order, and Rockford Process Control reserves the right to cancel this Purchase Order or any portion thereof without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by Rockford Process Control.
11. **Delivery, Title & Risk of Loss.** Title shall pass to Rockford Process Control on delivery of the conforming goods to Rockford Process Control's designated location. Notwithstanding any agreement to pay freight, express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected, and accepted by Rockford Process Control. If cost of freight and delivery shall not be borne by Seller, the most economical means and route of shipment shall be employed in transporting and delivering the merchandise. If any other means or route is used, any unauthorized additional expense incurred will be charged to Seller.
12. **Assignment.** Nothing in this Purchase Order, or any interest under it, shall be assigned by the Seller without the prior written consent of Rockford Process Control.
13. **Confidentiality.** The Seller shall not, without first obtaining the written consent of Rockford Process Control in any manner advertise or publish the fact that the Seller has furnished or has contracted to furnish to Rockford Process Control, the goods herein mentioned. The Seller shall not disclose any of the details connected with this Purchase Order to any third party except as herein specified. The Seller agrees to be responsible in matters within its control for the safeguarding of all Secret, Confidential, or Restricted matters that may be disclosed or that may be developed in connection with the work under this Purchase Order, and to require a similar agreement to all subcontractors and agents of the Seller to whom any work or duty relating to this Purchase Order may be allowed. This obligation shall not apply with respect to any information (a) which is already in the possession of the Seller prior to acquiring the information hereunder, (b) which is or becomes in the public domain through no fault of either party, or (c) which is rightfully obtained on a non-confidential basis from a third party.
14. **Compliance with Laws.** Seller warrants that all goods and services sold hereunder shall have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations including OSHA, EEO and Affirmative Action, of which they are subject. Seller shall execute and deliver such documents as may be required to effect or to evidence compliance. All laws and regulations required in agreements of this character are hereby incorporated by this reference, including provisions of 38 U.S. Code 4212, 29 U.S. Code 651, Executive Orders 11246, 11375, 11758, 11701, and 12086, as amended and any subsequent executive orders relating to equal opportunity for employment on government contracts.
15. **Governing Law.** This Purchase Order and all rights and obligations hereunder shall in all respects be governed by and construed in accordance with the laws of the State of Illinois.
16. **Entire Agreement.** This Purchase Order constitutes the entire agreement between the Seller and Rockford Process Control with respect to the goods and services to be furnished hereunder and shall supercede all previous negotiations, commitments, and writings, unless specifically included by reference herein.

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**ROCKFORD PROCESS CONTROL, INC.**  
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