

PURCHASE ORDER  
Terms And Conditions

In the terms and conditions listed herewith, and on the face of this Purchase Order, Nasco, will be known as the BUYER and the Supplier or Suppliers as the SELLER.

1. THIS PURCHASE ORDER IS INTENDED TO CONSTITUTE AN OFFER TO PURCHASE GOODS OF THE SELLER AS HEREIN SPECIFIED. THIS OFFER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS OFFER. ACCEPTANCE MAY BE BY RECEIPT OF SELLER'S WRITTEN ACKNOWLEDGMENT OR BY SELLER'S PERFORMANCE. NONE OF THE TERMS AND CONDITIONS CONTAINED IN THIS PURCHASE ORDER MAY BE ADDED TO, MODIFIED, SUPERSEDED OR OTHERWISE ALTERED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER AND DELIVERED BY BUYER TO SELLER. EACH SHIPMENT RECEIVED BY BUYER FROM SELLER SHALL BE DEEMED TO BE ONLY UPON THE TERMS AND CONDITIONS CONTAINED IN THIS PURCHASE ORDER NOTWITHSTANDING ANY TERMS AND CONDITIONS THAT MAY BE CONTAINED IN ANY ACKNOWLEDGMENT, INVOICE OR OTHER FORM OF SELLER AND NOTWITHSTANDING BUYER'S ACT OF ACCEPTING OR PAYING FOR ANY SHIPMENT OR SIMILAR ACT OF BUYER.
2. This Purchase Order is for immediate acceptance, limited by the terms of the Order as stated in Paragraph 1 hereof, and unless otherwise stated on the face, may be withdrawn until accepted by SELLER. BUYER shall have the right to cancel as to any goods not shipped or services not rendered within the required time.
3. WARRANTIES OF SELLER. THE SELLER WARRANTS THAT THE GOODS SUPPLIED TO BUYER ARE FIT FOR THE PURPOSES INTENDED AND ARE OF MERCHANTABLE QUALITY, FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP AND FROM ALL LIENS AND CLAIMS OF TITLE, CLAIMS OF INFRINGEMENT OF PATENTS OR COPYRIGHTS BY REASON OF THE SALE OR USE OF THESE GOODS. SELLER FURTHER WARRANTS AND REPRESENTS THAT ALL GOODS SUPPLIED BY SELLER TO BUYER ARE SUITABLE FOR SALE TO THE UNITED STATES GOVERNMENT IN THAT SELLER HAS COMPLIED WITH EXECUTIVE ORDER 11246 AS AMENDED. THE VIETNAM ERA VETERANS READJUSTMENT ASSISTANCE ACT OF 1974 AS AMENDED AT 38 US C2012; SECTION 503 OF THE REHABILITATION ACT OF 1973 AS AMENDED, AS WELL AS THE IMPLEMENTING REGULATIONS SET FORTH AT 41 CFR CH.60. ALL PROVISIONS OF PUBLIC LAW 91-596, 91<sup>ST</sup> CONGRESS, C2193 DECEMBER 29, 1970 ALL PROVISIONS OF THE OCCUPATIONAL SAFETY AND HEALTH STANDARD RULES AND REGULATIONS, NATIONAL CONSENSUS STANDARDS, AND ESTABLISHED FEDERAL STANDARDS, AS AMENDED AND EXISTING AT THE TIME OF THE COMPLETION OF THIS ORDER. SELLER FURTHER WARRANTS AND REPRESENTS THAT IT HAS COMPLIED WITH, AND WILL IN THE PERFORMANCE OF THIS PURCHASE ORDER AND ANY MODIFICATIONS OF IT, CONTINUE TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS, ORDINANCES OR REGULATIONS, AND IN PARTICULAR, THE SELLER CERTIFIES COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED AND THE ROBINSON-PATMAN ACT OF 1914 AS AMENDED, AND SELLER WILL FURNISH ALL ADDITIONAL CERTIFICATIONS OF COMPLIANCE DEMANDED BY THE BUYER. THE SELLER CERTIFIES THAT ALL PRODUCTS SOLD TO NASCO OR its AFFILIATES ARE IN COMPLIANCE WITH CONSUMER PRODUCT SAFETY IMPROVEMENT ACT OF 2008.
4. SELLER is liable for taxes payable or collectible on services or deliveries under any present or future federal, state or local laws, ordinances or regulations. The prices charged for all goods or services whether or not specified in this Purchase Order are the lowest prices charged by the SELLER to buyers of class similar to BUYER at the lowest prevailing market prices, and price reductions for such goods and services subsequent to placement of this Order will be applicable to this Order.
5. SELLER shall indemnify and hold BUYER harmless from all claims, actions or proceedings caused by breaches of SELLER'S warranties, or by negligence in supplying goods or performing services under this Purchase Order and any modification thereof, without regard to the time of making or nature and validity of such claim. SELLER further agrees to hold BUYER harmless, and to indemnify and protect BUYER, against all liabilities, claim or damages to any person or property arising out of the performance of work by SELLER, its employees or subcontractors. The indemnity provided herein shall include indemnification against any and all costs, damages and expenses of any kind or nature arising out of, or reasonably incurred, in contesting a claim of anyone that the manufacture, use, purchase or sale of any goods, or part thereof, which are the subject of this Order, constitutes an infringement or violation of any letters patent or trademark or tradename.
6. Goods received by BUYER are subject to count, weight and inspection within a reasonable time after receipt. The cost of inspecting defective or nonconforming goods may be deducted from the purchase price, and at the BUYER'S option, rejected goods may be returned to the SELLER at SELLER'S expense for full credit. Rejected goods shall not be replaced except upon replacement orders. Payment for any goods is not acceptance, and inspection by the BUYER shall not relieve the SELLER of liability for breach of warranties or negligence. Furnishing by SELLER of nonconforming goods shall give BUYER the right to cancel this Order without cost to BUYER.

7. SELLER shall not use or disclose any data, designs or other information belonging to or supplied by or on behalf of BUYER, except in the performance of this or other orders for BUYER. Upon BUYER'S request, such data, designs, or other information and any copies thereof shall be returned to BUYER. Where BUYER'S data, designs, or other information are furnished to SELLER'S suppliers for procurement of supplies by SELLER for use in the performance of BUYER'S orders, SELLER shall insert the substance of this provision in its orders.
8. BUYER shall be entitled to the sole benefit and exclusive ownership of any and all inventions and improvements in goods purchased pursuant to this Order, and all patents to the same, that may be made or discovered by SELLER, its employees and/or subcontractors in the process of fulfilling this Order. SELLER shall do all acts necessary or required to give effect to this section, including but not limited to, procuring from its employees and/or subcontractors the right to assign and transfer all such inventions and improvements and patents thereto to BUYER. SELLER shall consent and acquiesce to BUYER's use of all such inventions and improvements and patents thereto.
9. Transportation of products to Nasco must be in compliance with Nasco's current Routing Guide instructions. A copy of the current Routing Guide instructions is available at <http://www.enasco.com>. No charges will be allowed for boxing, packing, crating, storage or cartage without agreement from Nasco Buyer.
10. Stenographic and clerical errors are subject to correction, but except for such corrections and unless otherwise mutually agreed, all quantities, prices, shipping dates and descriptions are absolute, and no substitute performance is permitted.
11. Neither SELLER nor BUYER shall be liable for delays occasioned by unforeseeable causes beyond their respective control and without their fault or negligence; provided, however, that if any such delay occurs, BUYER shall have the option to cancel all or any part of this Order and shall also have the right to acquire goods furnished, work in process and special raw materials set aside for the performance of this Order, upon payment of the reasonable proportion of the price.
12. If a prime contract or subcontract to which this Purchase Order relates has a clause for termination for the convenience of the Government, and the termination occurs for the convenience of the Government or the prime contractor, the SELLER and BUYER under this Purchase Order shall have the benefit of the clause for the termination for the convenience of the Government, including the formula for computing compensation to the SELLER for parts and materials completed or partially completed and reimbursement for costs, expenditures, liabilities, commitments, work and reasonable profits, as though the SELLER were the contractor and the BUYER was the Government or prime contractor.
13. Any moneys due for goods furnished hereunder may at BUYER'S option be applied by BUYER to the payment of any sums which SELLER may owe to BUYER.
14. This Purchase Order and the agreement between the BUYER and SELLER shall be governed by the commercial code and other applicable laws of the State of Wisconsin.
15. This writing is intended as a complete and exhaustive statement of the terms of the agreement between BUYER and SELLER provided that the BUYER'S remedies shall be cumulative and additional to remedies provided in law or in equity. Acceptance of performance or waiver of rights by the BUYER is without prejudice to the right to demand strict performance at any time and to recover damages, if any, for previous non-compliance.
16. This Order shall not be assigned without BUYER's written consent.