

## LITHO-KROME COMPANY

THIS ORDER IS PLACED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS WHICH MAY NOT BE VARIED WITHOUT THE WRITTEN CONSENT OF LITHO-KROME COMPANY, INC. (hereafter "Litho-Krome")

### 1. ACCEPTANCE:

- A. This contract becomes effective when Litho-Krome Co. in Columbus GA approves the Seller's written acknowledgement. In the absence of Seller's written acceptance, any performance by Seller shall constitute acceptance of this contract in accordance with the terms and conditions hereon stated.
- B. None of the terms and conditions contained in this Purchase Order may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Litho-Krome Co. and delivered by Litho-Krome to Seller. Each shipment received by Litho-Krome Co. 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 Litho-Krome's act of accepting or paying for any shipment or similar act of Litho-Krome.

### 2. WARRANTIES:

- A. Seller warrants that all articles furnished hereunder shall be free from defects in workmanship and material and shall comply with the terms of this Purchase Order and any drawings and specifications incorporated herein. If any article delivered hereunder does not comply with any implied or expressed warranties, Litho-Krome may require Seller to correct at no cost to Litho-Krome, or return such defective or non-conforming article to Seller and recover from Seller the contract price and handling costs.
- B. Seller expressly warrants that the goods covered by this order are of merchantable quality and fit and safe for consumer use. Acceptance of this order shall constitute an agreement upon Seller's part to indemnify and hold Litho-Krome harmless from all liability, loss, damage and expense, including reasonable counsel fees incurred or sustained by Litho-Krome by reason of the failure of the goods to conform to such warranties.
- C. Seller warrants that the use, sale, offer for sale, or importation of the goods delivered hereunder shall not infringe any patent covering the goods themselves or covering a process by which the goods are made, and that the goods do not infringe any other intellectual property right such as trademark or copyright, and seller agrees to defend and indemnify Litho-Krome against liability for any such infringement.
- D. Seller represents that the goods covered by this order have been manufactured in accordance with the requirements of the Fair Labor Standards Act and Litho-Krome Supplier Code of Conduct.
- E. The labeling of goods furnished hereunder shall comply with applicable industry guides specified by the Federal Trade Commission.
- F. Seller represents and warrants that all articles and services covered by this Purchase Order meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-956) and its regulations, in effect or proposed as of the date of this order.
- G. Seller warrants that all goods comply with applicable Federal and state laws and regulations, including, but not limited to, the Textile Fiber Products Identification Act, the Flammable Fabrics Act, the Consumer Product Safety Act, the Food, Drug and Cosmetic Act and the Hazardous Substances Act, all as amended.
- H. Seller warrants that all inks, paints, dyes and surface coatings used in the production of this order will not contain more than 0.6% lead by weight.
- I. The Seller certifies the sum of the concentration levels of lead, cadmium, mercury and hexavalent chromium in any retail, wholesale or shipping package packaging raw materials and components represented by this Purchase Order shall not exceed 100 parts per million (0.01%) by weight.

### 3. INSPECTION:

- A. Any article purchased hereunder shall be subject to inspection and test by Litho-Krome, to the maximum extent practicable at all times and places including the period of manufacture in any event prior to final acceptance. Final inspection and acceptance of goods shall be made by Litho-Krome after delivery or as otherwise indicated in this Purchase Order and shall be conclusive

except as regards latent defects and Seller's warranty obligations. No inspection and acceptance shall relieve Seller from responsibility for defects or other failure to meet the requirements of the Purchase Order.

4. CHANGES:

- A. Litho-Krome may at any time by a written change order issued by an authorized purchasing representative, increase or decrease the quantity of articles to be furnished hereunder, extend the time of delivery or make changes within the general scope of the Purchase Order in any one or more of the following:

Drawings, Designs, or Specifications  
Method of Shipment or Package  
Place of Delivery

An equitable adjustment in price shall be made as a result of the above.

5. INVOICES:

- A. Invoices shall be submitted in duplicate and shall contain the following information:

Litho-Krome Purchase Order Number	Description of Articles	Quantities
Extended Totals		
Item Number	Sizes	Unit Prices

6. DEFAULT:

- A. Time of delivery is the essence of this Purchase Order. Litho-Krome may, by a written notice of default to the Seller, cancel the whole or any part of this Purchase if Seller fails:

- (1) To make a delivery of the goods or to perform the services within the time specified therein, or any extension thereof by change notice;
- (2) To replace or correct defective goods in accordance with the provisions of the paragraph entitled "Warranties"; or
- (3) To perform any of the other provisions of this Purchase Order or fails to make progress so as to endanger performance of this Purchase Order.

7. TERMINATION:

- A. Litho-Krome may at any time and by written notice terminate this contract or any part thereof at its convenience.

8. SHIPMENT:

- A. All goods are to be packed in accordance with sound commercial practice unless otherwise specified in this order.
- B. A complete packing list shall be enclosed with all shipments hereunder.
- C. Seller shall mark all shipments with the necessary shipping information including the Litho-Krome Purchase Order Number, dates of shipment, and addresses of consignor, consignee, and the Seller with whom the order was originally placed.
- D. Direct shipments by other than the Seller as shown on the Purchase Order may not be made without prior notification and approval by Litho-Krome.

9. GENERAL:

- A. Litho-Krome assumes no responsibility for any materials or goods shipped without a signed Purchase Order having been issued.
- B. When furnished or made by Litho-Krome, tools or dies together with incidental fixtures and materials necessary for the manufacture of goods ordered shall remain the property of Litho-Krome, be used in production of goods for Litho-Krome and kept in repair by Seller for the reasonable life expectancy of the tools or dies. In the event Litho-Krome does not reorder goods produced by such tools, dies for a period of two years, Seller shall have the right to dispose of such tools at Litho-Krome's directions.
- C. This agreement shall be governed by the Uniform Commercial Code in the State of Georgia as effective and in force on the date of this agreement. The warranties set forth in this agreement, and any remedies specified in connection therewith, are in addition to those provided by law, and nothing herein shall narrow or lessen the warranties and remedies available to Litho-Krome by applicable law. This contract may not be assigned by Seller without Litho-Krome's written consent.
- D. Materials or goods purchased hereunder may be utilized by Litho-Krome in fulfilling its government contracts. Seller assures Litho-Krome that it does not and will not maintain or provide for its employees any facilities in any of its establishments which are segregated on the basis of race, color, creed, or national origin, because of habit, local custom or otherwise, and that Seller does not and will not permit its employees to perform their services in any location, under its control, which maintains segregated facilities in violation of the equal opportunity clause

required by Executive Order 11246. Seller also assures Litho-Krome that it is an equal opportunity employer.

- E. Proprietary information: Seller shall not at anytime use or disclose Litho-Krome's proprietary information without Litho-Krome's prior written authorization except in the course of, in connection with and during the performance of Seller's duties under this agreement.