

## GENERAL TERMS AND CONDITIONS OF PURCHASE

This order which includes the terms and conditions of purchase on both sides hereof will become a binding contract between you and us upon our receipt of an acknowledgement of this order signed by you of shipment of any materials or performance of any services purchased herein whichever occurs first. Note: Our terms and conditions of purchase may vary from your proposal, quotation, or acknowledgement of order. We will not be bound by such additional or different terms of conditions of sale. Unless written notice of objection to this and any of our specific terms and conditions, (including inconsistencies between your terms and conditions of sale and our terms and conditions of purchase (is given to us within five (5) days after receipt by you of our order and we expressly agree to additional conditions of purchase will not and should not in no way be construed to fulfill the requirements of this provision). Otherwise you agree that our terms and conditions of purchase shall become the contract between us. Our order is our acceptance of your offer to sell, such acceptance is made conditional on your assent to the terms and conditions of purchase on both sides hereof and any materials or services furnished hereunder are furnished on that condition. Our order to you constitutes the complete agreement between us, with respect to this order, and the materials or services furnished by you are deemed to be furnished upon the terms and conditions contained on both sides hereof, except as they may be modified, suspended or otherwise altered according to the terms and conditions hereon. Failure of either party to insist upon the strict performance of any of the terms and conditions on both sides hereof shall not constitute a waiver of any such rights or remedies or any other rights or remedies under this contract. You, the seller, are liable for any liability incurred by us resulting from your breach of any provisions of this purchase order.

**ARBITRATION:** Any controversy or claim arising out of or relating to the agreement covered by these terms and conditions shall be settled exclusively in accordance with the rules of the American Arbitration Association. Any arbitration proceedings shall take place in Peoria, Illinois, and with punitive damage excluded from arbitration judgment.  
**INTERPRETATION, JURISDICTION:** This agreement shall be governed by and constructed in accordance with the laws of the State of Illinois and in the event any judicial proceedings are commenced to enforce, affirm, or reverse and arbitration decree or for any other purpose, the parties consent to venue and jurisdiction in any court of competent jurisdiction located in Peoria County, Illinois, or the United States District Court for the District of Illinois.

<b>1 PRICE</b>	<p><b>INCREASES:</b> We reserve the right to reject any of the materials ordered herein if you supply such at a price in excess of that shown except where we have otherwise previously consented to an increase in price, non-compliance with this provision is at your sole risk.</p> <p><b>EXTRAS:</b> Without written authority from us, any work involving extra compensation above the specified purchase price should not be proceeded with except as may be at your own expense.</p> <p><b>TIMELY SHIPMENT:</b> If this order is not on a firm price basis, the price payable by us shall be the price prevailing at the time of shipment or promised delivery, whichever is lower.</p>	<b>6 VISITING SELLERS PREMISES</b>	We reserve the right to have our authorized representative visit the premises and/or the premises of your vendors from time to time to review the progress and preparation of any materials or services ordered. Unless otherwise expressed in writing, any inspection by us of materials or work in progress shall in no way be deemed as an assumption that the inspected materials or work in progress fulfill the terms of our Purchase Order.		
<b>2 QUANTITIES</b>	<p>The quality of material specified on this order is not to be exceeded without first obtaining our written consent. We may by written change add to or decrease the materials to be furnished or work to be done. Claims for such changes within thirty (30) days from the date of change for equitable adjustments in price will be made when justified.</p>	<b>7 TOOLS, DIES, FIXTURES, MATERIALS</b>	All equipment or material furnished to you by us, and all drawings, blueprints, jigs, fixtures, printing plates, dies, tools, or patterns, etc., charged by you to us shall be our property used only for purposes designed by us, maintained by you, and be delivered to us upon written request. You are responsible for loss of, or damage to, any and all patterns, molds, templates, blueprints, fixtures, machinery, equipment, raw materials, etc., we deliver to you upon which work is to be done or performed by you, however, such loss or damage shall occur.		
<b>3 PAYMENT TERMS</b>	<p><b>INVOICES:</b> Send original invoice with two (2) copies (invoice in triplicate) and Bill of Lading to the address noted on the face of this order. Invoices must state the order number, shipping point, place of delivery, route, whether the freight is prepaid or collect, the terms of payment, and the items invoiced with any price escalations and any sales, use and excise taxes listed as separate items. If freight is not included in order price, it must be invoiced as a separate item. Shipments applying against more than one purchase order and/or different works or plants of ours shall be invoiced separately. Discount items specified are predicated upon the assumption that invoices meeting the requirements of this order will reach us within three (3) days from the date of shipment; otherwise the discount will be calculated from the date an invoice meeting the requirements of this order is received.</p> <p><b>SET OFF:</b> Any money due for materials or services furnished on this order may be at our option applied to the payment of any sums owed by you to us and/or any of our affiliated companies.</p> <p><b>Payment Verification:</b> On orders where you request a verification that payment has been made, we may charge you a minimum verification processing fee of \$10.00 or such as is reasonable.</p> <p><b>MATERIAL VERIFICATION:</b> No material will be paid for until received in good condition at destination.</p> <p><b>FOREIGN SHIPMENTS:</b> Sellers from outside the United States must send additional certified copies of invoices as required with the prescribed customs forms.</p>	<b>8 PATENT INFRINGEMENT</b>	Except as you may be operating under our specifications or instructions you, the seller, shall indemnify, defend and hold us and/or vendees harmless from and against all costs, expenses and damages arising out of any infringement or claim of infringement of any patent or patents, arising out of the manufacture, sale or use of material, equipment or services furnished hereunder. You shall, if we request, assume at your own expense the defense of all suits charging any such infringement. You will pay all damages or awards assessed through such actions, and in the event we are not permitted to continue use of such items remove same and refund our full purchase price.		
<b>4 DELIVERIES</b>	<p><b>DELIVERY:</b> Delivery of materials and/or performance of services hereunder must be made within a reasonable time or by the time promised, if any, and if delivery is not so made, we reserve the right to purchase elsewhere and charge you with any loss incurred as a result thereof, or, at our option, to cancel this order or any part thereof and return any materials without liability except for such cancellation charges as we may have specifically agreed upon previously and without prejudice to our rights in either case to claim from you any loss or damage occasioned thereby. Neither of us shall, however, be liable to the other for default or delay in delivery or accepting goods or performing services hereunder if caused by fire, strike, riot, war, act of God, delay of carriers, governmental order or regulation, complete or partial shutdown of plant by reason of inability to obtain sufficient raw materials or power of any other contingencies beyond the reasonable control of either of us.</p> <p><b>FREIGHT CHARGES:</b> When terms of delivery are FOB our works or plant, all transportation charges shall be paid by you. When terms of delivery are FOB shipping point, all shipments, unless otherwise stated, must be shipped freight prepaid adding the amount for freight as a separate item on the invoice.</p> <p><b>TITLE OF GOODS:</b> Title to and the right of possession to all materials or services to be delivered hereunder shall remain with you until such is delivered to us at a delivery point under our control. All risk of loss or damages of materials to be delivered, including shipping losses are yours.</p> <p><b>SHIPPING NOTICES:</b> Shipping notices or packing slips must be mailed on the date of shipment or sent with the shipment to the works or plant designated by us as point of destination. Enclose with each box, package or container, a shipping notice showing contents, together with the name of the sender and the Order Number. Buyer's count will be final on all shipments not accompanied by a shipping notice. Material arriving without proper notices having been received may be held until the desired information is furnished, all demurrage thus, accruing shall be to your account.</p> <p><b>ROUTING:</b> All materials shall be forwarded in accordance with our instructions or in the absence of such instructions by the route taking the lowest transportation rate. Otherwise, excess transportation costs will be charged to your account. When all the usual terms of shipping do not include proper insurance, shipments must be forwarded fully insured.</p> <p><b>PACKING:</b> Mark all cases, packages, bundles, etc., with Order Number. No charge will be allowed for boxing, packing, crating or for cases or boxes, unless specified in this order.</p>	<b>9 LAWS</b>	<p><b>CODES:</b> The materials and/or services called forth in this purchase order shall comply with all applicable codes, standards and/or regulations of the governing inspection authorities at the place of use. You agree to hold us harmless from all damages and penalties against us as a result of your failure to comply with such laws and/or failure of the items furnished under this order to comply with such laws.</p> <p><b>COMPLIANCE WITH LAWS:</b> You shall comply with all Federal, State and Local Laws and Ordinances, and all lawful regulations of any public authority in filing this order. You shall comply with all applicable laws, regulations, ordinances, executive orders and rules with regard to discrimination as to race, age, color, creed, sex, ancestry, or national origin.</p> <p><b>APPLICABLE LAWS:</b> This order shall be governed according to the laws of the place of ultimate delivery of the materials, if this order is wholly or partially for services, the laws of the place of performance of such services shall prevail. Any and any clause required to be included in a contract of this type by any administrative regulation having the effect of law, is hereby incorporated herein.</p> <p><b>FAIR LABOR STANDARDS ACT:</b> To be approved for payment, all invoices must carry the following certification: "We hereby certify that these goods were produced in compliance with the Fair Labor Standards Act of 1936, as amended, and the regulations thereof."</p>	<b>10 CANCELLATIONS</b>	This order may be cancelled or modified only by written agreement. Orders can only be cancelled with our written consent and then only upon terms as we may agree and which will reimburse us for any and all direct and indirect expenses in regard to such order. Your insistence upon cancelling or suspending fabrications or shipments may be treated by us as a breach of contract.
<b>5 WARRANTIES</b>	<p><b>GUARANTEE:</b> All materials and services furnished on this order shall be of good quality and fit for the purposes intended, and shall conform to the specifications, drawings, samples or other descriptions furnished by you and/or adopted by us. You guarantee and warrant the materials and/or services covered by this Order to be free from defects and should the purchase be of machinery, you guarantee that such machinery will function successfully on a commercial scale, and you will cause to remedy at your own expense, any defect arising therein. If this Order is for the supply of raw materials you warrant that such conform to tolerances and variations consistent with the usual trade practices regarding dimensions, straightness, section, composition, and mechanical properties and fulfill the specifications therefore.</p> <p><b>SUBSTITUTE:</b> We at any time, without prejudice arising from priority delivery or payments, reserve the right to reject any part of the materials of services furnished hereunder which do not conform to this contract with either adjustments in purchase price, correction or replacement at your expense.</p> <p><b>CLAIMS:</b> We shall have the right of inspection and approval of all materials and services any time within thirty (30) days after delivery of completion at destination. If materials or services are rejected, we have the option, at your risk and expense, of returning or holding same for replacement or correction, subject to your instructions. You shall remedy defects due to faulty materials and to workmanship appearing within the period of one year from the date of substantial completion of the order, and neither the Final Certificate nor final payment shall relieve you from responsibility in this regard.</p> <p><b>Indemnity:</b> You, the seller, for yourself, and your successors and assignees as the case may be, expressly waive all rights of recourse against us and assume all risks for damage to property or injuries to persons, including death resulting there from, arising out of or incidental to the performance of material or services furnished hereunder, sustained by you, your employees, our employees and/or other persons, and hereby agree to protect, indemnify and save harmless us and/or affiliates against any and all claims, suits, demands, costs, and expenses therefore.</p> <p><b>RIGHTS AND REMEDIES:</b> Our rights and your warranties set forth herein shall not be exclusive and are in addition to any other rights, remedies and warranties provided by law.</p> <p><b>SELLERS STATUS:</b> Even though you in processing our order may only be acting as an agent, distributor, dealer, etc., of the actual manufacturer or supplier of the materials and/or services we have ordered and even though such manufacturing or supplying may not be under your control, we will apply and hold you responsible for insuring all of our rights, claims, remedies, and/or warranties hereunder and we will direct all claims to you, the party to whom the order is addressed and any assignment by you of such claims will in no way relieve you of responsibility in this regard.</p>	<b>11 PUBLICITY</b>	All details of this order are confidential. No public reference to it is permitted without our express written approval and/or that of our affiliated companies.		
		<b>12 WORK IN PROGRESS</b>	You are responsible for all materials and workmanship until finally completed and until finally accepted by us, and you agree to fully indemnify us against any and all claims or debts on account of which lens might be obtained.		
		<b>13 NON-ASSIGNABILITY</b>	In supplying goods and services called for in this order you shall not assign or enter into any subcontracts or order for other than standard commercial supplies or raw materials or make any assignment of any money due to or to become due hereunder, except with our express written approval, copies of any such subcontracts or orders, omitting the consideration, if requested shall be promptly furnished to us for approval before issuance. Violation of this provision shall vest no rights in your assignee or subcontract or against us.		
		<b>14 CONFIDENTIAL OR PROPRIETARY INFORMATION</b>	Any knowledge or information which you shall disclose or may hereafter disclose to us in connection with the purchase of the materials or services covered by this order, shall not, unless we otherwise specifically agree upon in writing, be deemed to be confidential or proprietary information and shall be acquired free from any restrictions (other than a claim for patent infringement) as part of the consideration for this order.		
		<b>15 DOMESTIC MATERIAL</b>	Goods and material produced in the U.S.A. should be used in the manufacture of material and performance of services furnished hereunder.		
		<b>16 TECHNICAL SUPPORT &amp; SPECIFICATIONS</b>	You shall furnish us with three (3) complete sets of specifications (including installation manual, parts list, service maintenance manual, and operation manual) covering all equipment furnished under this order and three (3) complete corrected sets of general arrangements and detail blueprints of drawings and bills of materials covering all parts of the work and services furnished under this order. All of the foregoing shall become our property. We shall have the free and unrestricted right and license to make or have made all necessary repairs or replacements of equipment furnished.		
		<b>17 SERVICES</b>	<p><b>SAFETY AND CONDUCT:</b> You shall comply and shall ensure that your employees and subcontractors comply with our rules and regulations and our requirements as to safety and conduct so far as the services under the order are to be performed on our premises.</p> <p><b>STATUS:</b> In the event that any materials ordered hereunder require. In connection with the installation thereof, the services of a contractor engaged by you, or a supervisor, engineer or other employee connected with or employed by you and you agree to furnish the same, either with or without charge, such contractor, supervisor, engineer or other employee. In performing such services, shall in no way be deemed to be our agent or employee. If during the performance of the services, any questions arise concerning the status of your employees or other parties engaged by you, on our site or their rates of pay, we reserve the right to cancel this purchase order, remitting to you the amount owing as of the date of the cancellation.</p> <p><b>SELLER'S EMPLOYEES:</b> The seller shall not permit such of his employees as the Buyer does not approve in the service of the subject hereof on the premises occupied by the Buyer.</p> <p><b>INSURANCE:</b> You agree to maintain and carry, at your own expense, workmen's compensation, occupational disease, and employer's liability insurance for all your employees engaged in the services to be performed under this order in accordance with applicable State and Federal Laws, and carry Comprehensive General Liability insurance in amounts (\$100,000.00 minimum) and of a type acceptable to us. If requested you shall submit proof of such insurance and furnish copies of each certificate evidencing the existence of this insurance. Your obligation to carry such insurance shall not limit in any way your liability of obligation to indemnify us as otherwise provided.</p>		
		<b>18 ENTIRE AGREEMENT</b>	<p><b>SOLE TERMS AND CONDITIONS:</b> The terms set forth on both sides hereof constitute the sole terms and conditions of this Purchase Order between you and us and supersedes all previous communications, representatives or agreements, whether oral or written between us.</p> <p><b>NOTATIONS OF ORDER:</b> Where rubber stamp and written notifications appear on the face of this order, in the event of conflict, they take precedence over any printed conditions appearing elsewhere on this order.</p> <p><b>CHANGES:</b> No verbal statements or agreements made by any of our agents or employees shall be binding on us unless duly approved by us on our change or supplemental order. And, no other term or condition, other than those contained herein, shall be binding upon us unless duly approved by us on our change or supplemental order. After you have accepted our order, it cannot be cancelled or modified without our written consent.</p> <p><b>INCONSISTENCY OF TERMS:</b> Any term or condition on your proposal, quotation or acknowledgement of order, which is additional or inconsistent to any of our conditions or purchases on both sides hereof is waived through your acceptance of this order.</p>		