**CURRY SUPPLY CO. (“CURRY”)**

**TERMS AND CONDITIONS GOVERNING THE PURCHASE ORDER**

**1) ENTIRE AGREEMENT**. The Agreement evidenced by this Purchase Order (the “Order”), including these Terms and Conditions Governing the Purchase Order (the “Terms and Conditions”), and the Terms and Conditions of Purchase available on Curry’s website at <https://www.currysupply.com/> (collectively the “Agreement”) constitute the entire agreement between the parties and may not be modified, assigned, or transferred except by a writing signed by Curry. All attachments to this document are made part of the Agreement. All provisions of the Terms and Conditions of Purchase are incorporated in these Terms and Conditions and shall take precedence over these Terms and Conditions if a conflict should arise.

**2) ACCEPTANCE.** Unless otherwise agreed in writing and signed by Curry, acceptance is expressly limited to these Terms and Conditions and the Seller by accepting this Order shall be deemed to have agreed to each and all of the Terms and Conditions, notwithstanding any term or condition contained in any documents submitted by the Seller. Any additional or different terms proposed by Seller are rejected unless expressly agreed to in writing by an authorized representative of Curry's Purchasing Department.

**3) DELIVERIES.** Seller shall comply with Curry's routing and shipping instructions. If such instructions are not attached or have not been previously received, the Seller shall request instructions from Curry immediately. Curry reserves the right to refuse shipments made in advance of the schedule set forth in this Order. Over shipment allowances, if authorized, will be applied to the entire Order. If Curry agrees to accept deliveries after the date of delivery has passed, Curry shall have the right to direct the Seller to make shipment to the delivery point set forth in this Order by the most expeditious means and the total cost of such expedited shipment and handling shall be borne by the Seller.

**4) TITLE AND RISK OF LOSS.** Unless specifically agreed otherwise, ownership, title and risk of loss of all goods furnished by Seller shall remain with Seller until receipt of the goods at Curry's designated location. Ownership, title and risk of loss of all goods furnished by Seller shall transfer to Curry upon receipt of the goods at Curry's designated location. Unless expressly provided to the contrary on the face of this Order, the fact that title to supplies may be in Curry because of partial or progress payments to Seller, or because the supplies called for by this Order involve the performances of service or material furnished by Curry, shall not relieve Seller of responsibility for all loss or damage until such supplies are delivered at the point specified by this Order.

**5) EXTRA CHARGES.** No additional charges of any kind, including charges for boxing, packing, cartage, or other extras will be allowed unless specifically agreed-to in writing in advance by Curry.

**6) CHANGES.** Curry reserves the right to change, by order supplement, any part of this Order. Upon receipt of such supplement or notice thereof, Seller shall promptly take all practicable action to prevent such change from causing any unnecessary or unreasonable cost to Curry. Curry shall have no obligation to pay Seller for any standard articles normally stocked by Seller and ordered unless Seller shall have shipped such articles to Curry prior to receipt by Seller of such supplement or notice.

**7) EXCLUSIVE RIGHT TO TRADEMARK AND SERVICE MARKS.** The Curry trade name and the Curry corporate logo are registered service marks with the United States Patent and Trademark Office. Seller understands and agrees that Curry is the exclusive owner of the service marks and agrees not to do anything that would interfere with, damage, destroy or otherwise be inconsistent with such ownership.

**8) CONFIDENTIAL RELATIONSHIP.** Seller shall treat as proprietary and confidential all specifications, drawings, blueprints, nomenclature, samples, models and other information supplied by Curry. Unless the written consent of Curry is first obtained, Seller shall not in any manner advertise or publish or release for publications any statement mentioning Curry or the fact that Seller has furnished or contracted to furnish to Curry items and/or services required by this Order, or quote the opinion of any employee of Curry. Seller shall not disclose any information relating to this Order to any person not authorized by Curry to receive it. Seller shall only use the information supplied by Curry to accomplish work covered by this Order and for no other purpose. Upon completion, all information is to be returned to Curry upon Curry's written request.

**9) OWNERSHIP OF INVENTION CLAUSE.** Seller shall promptly disclose in writing to Curry any invention, work of authorship, or discovery that may be conceived, made or acquired by Seller in conjunction with any work performed pursuant to this purchase order. Curry shall own the invention, improvement, work of authorship, or discovery, including but not limited to, all patents, U.S. and foreign Letter of Patents, copyrights and applications for copyright registration, applicable databases, trade secrets and other proprietary information.

**10) DEFAULT.** Curry may cancel this Order in whole or in part by written or telegraphic notice: (1) if the Seller shall become insolvent or make a general assignment for the benefit of creditors or (2) if a petition under the Federal Bankruptcy Act is filed by or against the Seller, or (3) if the Seller fails to make delivery of the supplies or to perform the services within the time specified in this Order or any increments.

**11) EXCESS GOODS.** Except for customary quantity variations recognized by trade practice, goods in excess of those specified will not be accepted, and such goods will be held at Seller's risk.

**12) DELAYS.** If Seller shall fail or refuse to proceed with this order, or if Seller shall fail to make delivery, or Curry to accept delivery, according to the delivery schedule, the other party may cancel the then remaining balance of this order unless the delay is an excusable delay as defined in the Terms and Conditions of Purchase. Each party shall promptly notify the other of any such delay and the cause thereof.

**13) WARRANTY.** Seller warrants that the material furnished shall be free from defects in title and shall be free from latent and patent defects in quality and workmanship and shall be in full conformity with the specifications, drawings and/or samples. The Seller also warrants that the material is fit for Curry's purpose. These warranties shall survive acceptance of any payment for the material. Failure of Curry to reject the material shall not constitute a waiver of any of these warranties. The Seller shall save Curry, its customers and any users harmless from any loss, damage or expense whatsoever, including attorney's fees and court costs, which may be suffered by breach of any of these warranties. In addition to this warranty, if the material contains a manufacturer's warranty, Seller shall assign that warranty to Curry.

**14) PRODUCT SUPPORT.** (a) The Seller warrants that the items purchased under this Order, including sub-assemblies and spare parts shall be available to Curry and its customers during the operational life of the items purchased or ten years after the date of final shipment under this Order, whichever is later; (b) In the event the Seller discontinues manufacture of the aforementioned items, sub-assemblies and spare parts therefore and does not provide for another qualified source, the Seller shall make available to Curry all drawings, specifications, data, and know- how which will enable Curry or its customers to manufacture or procure the items, sub-assemblies and spare parts under a royalty-free license which is granted; (c) The Seller shall support the items purchased during the operational life of the items or for a period of ten years from the date of final shipment under this Order, whichever is later. Support includes, but is not limited to, technical service and maintenance of Seller's stock or sub-assemblies and spare parts as may be required to be ordered to support the operation of the items.

**15) INSPECTION AND REJECTION**. All material received is subject to inspection and to rejection by Curry if the material is defective or does not meet Curry's specifications. Curry specifically reserves the right (1) to have rejected material replaced by the Seller at the purchase price stipulated in the contract or (2) to return the rejected material freight collect for full credit at the price charged plus transportation charges.

**16) MODIFICATION OF ORDER.** This Order contains all the agreements and conditions of sale and no course or dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in this Order may not be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Curry's Purchasing Department and delivered by Curry to Seller. Each shipment received by Curry from Seller shall be deemed to be only upon the terms and conditions that may be contained in any acknowledgment, invoice or other form of Seller, and notwithstanding Curry's act of accepting or paying for any shipment or similar act of Curry.

**17) DEFECTIVE GOODS.** If any of the goods fail to meet the warranties contained in Paragraph 13, Seller, upon notice from Curry, shall promptly correct or replace the same at Seller's expense. If Seller shall fail so to do, Curry, may cancel this order as to all such goods, and in addition, may cancel the remaining balance of this order.

**18) SUSPENSION OF WORK.** Curry shall have the right to suspend work as specified in the Terms and Conditions of Purchase.

**19) CANCELLATION.** (a) Curry shall have the right to terminate this Order in whole or in part at any time, and from time to time, by written or electronic notice effective upon receipt by Seller, even though Seller is not in breach of any obligation. Upon receipt of notice of termination, Seller shall immediately discontinue performance and shall comply with Curry's instructions concerning disposition of completed and partially completed items, work in progress and materials acquired pursuant to this Order. In the event of such termination, Seller shall be paid an amount in settlement to be mutually agreed upon by the parties which shall cover Seller's reasonable costs of performance incurred prior to termination in connection with the items for which this Order is terminated plus a reasonable profit based upon such costs. In no event, however, shall the 'payment exceed the price specified for such items. Seller shall advise Curry, in writing, of Seller's claim, if any for termination costs within ten (10) days after receipt of the notice of termination. Termination in accordance with this Article shall not affect Curry's obligation to pay for items accepted by Curry prior to such termination (b) Nothing contained in paragraph (a) shall in any way limit or affect Curry's right to terminate this Order for Seller's breach.

**20) WORKING ON CURRY'S PREMISES.** In the event that installation or any other work in connection with the goods or services purchased is to be performed on Curry's premises, by Seller, his employees or agent, the following terms and conditions contained in the Terms and Conditions of Purchase shall apply.

**21) COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** Seller has complied with or will comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations there under, including but not by way of limitation, the applicable provisions of the Fair Labor Standards Act of 1938 as amended (29 U.S.C. Sec. 201-219) and the Occupational Safety and Health Act of 1970 and all regulations and standards under those laws. The supplies, equipment and services furnished by Seller shall comply with the above referenced laws and regulations.

**22) INSURANCE.** All personal property belonging to Curry in Seller's custody or possession shall be at Seller's risk from loss or damage from all hazards. If Seller is required to enter premises owned, leased, occupied by or under the control of Curry during the performance of this Order. Seller agrees to indemnify and hold harmless Curry, its officers and employees, from any loss, cost, damage, expense of liability by reason of property damage or personal injury, including death, of whatsoever nature or kind arising out of or as a result of such performance, whether arising out of the actions of Seller or of its employees, subcontractors, and lower tier subcontractors; and Seller and its subcontractors and lower tier subcontractors shall maintain public liability and property damage insurance in reasonable limits covering the obligations set forth above and will maintain required workmen's compensation insurance covering all employees engaged in the performance of this Order.

**23) TAXES.** Unless prohibited by law, Seller shall pay and has included in the Order price any Federal, State or Local sales tax, transportation tax or other tax which is required to be imposed upon the items ordered hereunder, or by reason of their sale or delivery.

**24) REMEDIES.** No remedy here provided shall be deemed exclusive of any other remedy allowed by law or in the Terms and Conditions of Purchase.

**25) ORDER OF PRECEDENCE.** In the event of an inconsistency in this purchase order -and unless otherwise provided, the inconsistency shall be resolved by giving precedence in the following order: (a) The Order, including all attachments; (b) Statement of Work; (c) specifications; d) drawings; (e) Terms and Conditions of Purchase (f) Terms and Conditions Governing the Purchase Order; and (g) Any additional documents.