

**Forkardt Hardinge**  
**Terms and Conditions of Purchase**

1. This order may be accepted only in accordance with its terms, which includes but are not limited to variation in kind or amount. Any terms and conditions originating with the Seller are hereby expressly rejected. The terms "you" and "your" refer to Seller. The terms "we" and "our" refer to Forkardt Hardinge.
2. An itemized list of the contents must be placed in each package noting the purchase order number, Hardinge part number, description of material, quantity shipped and unit of measure.
3. Routing: All materials must be forwarded per our requested carrier found on the PO; otherwise, the difference in freight rates and extra cost of cartage will be deducted from your invoice. For international shipments and air freight coordinate with Forkardt Hardinge' buyer.
4. Payment terms will be Net 60 days unless Forkardt Hardinge elects to take cash discounts offered by the Seller. Other payment terms must be approved in advance by the Supply Chain Manager.
5. All Seller invoices will mirror the purchase order. Each invoice will reference the appropriate Hardinge purchase order number. Invoices that do not contain the proper information will not be paid. Only one purchase order may be listed on your invoice. Do not bill multiple purchase orders on the same invoice.
6. Where material is made to blueprints furnished by Forkardt Hardinge, the design shall be considered ours and the Seller will not furnish anyone else the same parts thereof without written permission of Forkardt Hardinge.
7. The Equal Employment Opportunity clause in Section 202 of Executive Order No. 11246, as amended, relative to Equal Employment Opportunity and the implementing rules and regulations of the office of Federal Contract Compliance are incorporated herein by specific reference.
8. The purchase order is not valid unless you can and do certify as follows on your invoice to us: "Labor Standards Act of 1938, as amended, has been complied with."
9. Seller agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder. Seller certifies that all items furnished and all work performed hereunder will comply with said standards and regulations.
10. As required, Seller will provide Forkardt Hardinge with applicable Material Safety Data Sheets ("MSDS"). No chemicals are to be brought into our facility until the applicable MSDS is approved.
11. All expenses incurred by the Seller's failure to furnish necessary documents shall be charged to the Seller.
12. Forkardt Hardinge reserves the right to cancel this order to make changes in quantities, specifications, and/or delivery schedules.
13. All material furnished by Seller pursuant to the purchase order shall be guaranteed to be of the best quality and free of defects in design, workmanship or material and suitable for their intended purposes. All defective material will be returned at the Seller's expense. If approved by the Seller, material may be reworked by Forkardt Hardinge and the rework costs billed back to the Seller.
14. Patterns, dies, molds, jigs and fixtures paid for by Forkardt Hardinge shall remain the property of Forkardt Hardinge and be properly stored and maintained while in custody of the Seller.
15. Forkardt Hardinge shall have the right to expedite and inspect any of the equipment or work covered by the purchase order prior to shipment.
16. By accepting the purchase order, Seller agrees to indemnify and hold harmless Forkardt Hardinge, its officers, employees, agents, or any customer buying goods specified on the purchase order from loss, damage, expense, or injury arising out of a claim of alleged infringement of patents or other intellectual property, which claims arise by reason of the alleged purchase, sale, or use of the goods supplied under the purchase order. Seller will assume the defense of all suits and will pay all costs and expenses incidental thereto.
17. All purchase orders shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws rule.