

PURCHASE ORDER TERMS AND CONDITIONS

1. Vendor acknowledges that it has reviewed the terms of this Purchase Order and the contract documents as identified herein. In addition to any other expressed or implied warranties, Vendor specifically and expressly warrants that the supplies or materials being provided are merchantable and suitable for their intended use.
2. Firm delivery requirements will be issued by Purchaser. Failure to comply with the delivery requirements may be deemed a material breach of this Purchase Order by Vendor. Time is therefore of the essence regarding this Purchase Order. If Vendor defaults in delivery of goods, Purchaser may cancel this Purchase Order. Vendor shall insure its work against all risks of loss and damage.
3. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AND ANY OTHER MANUFACTURER OF THE WORK SUPPLIED UNDER THIS PURCHASE ORDER AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND PURCHASER, ITS AFFILIATES, PARENTS AND SUBSIDIARIES, (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY FOR LOSS, DAMAGE, ATTORNEYS' FEES OR EXPENSE WHICH THE INDEMNIFIED PARTIES MAY SUFFER OR FOR WHICH THE INDEMNIFIED PARTIES MAY BE HELD LIABLE FOR REASON OF INJURY OR HARM (INCLUDING DEATH) TO ANY PERSON (INCLUDING VENDOR'S EMPLOYEES), OR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK FOR AND PRODUCTS SUPPLIED TO PURCHASER, EVEN FOR, AND IF CAUSED IN WHOLE OR IN PART BY, ANY ACT, OMISSION, NEGLIGENCE OR STRICT LIABILITY OF THE INDEMNIFIED PARTIES, OR ANY OF THEIR REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS OR THIRD PARTIES, WHETHER KNOWN OR UNKNOWN TO PURCHASER AND/OR VENDOR.
4. Vendor and Purchaser further agree that the Laws of the State of Ohio shall apply to the application of the indemnification/hold harmless agreement set forth above.
5. If delivery hereunder is made by the vehicles or conveyances of Vendor or its carrier, Vendor shall be responsible for any injury or damage to persons or property resulting from the operation of said vehicles while on the premises of Purchaser, the site of delivery, or trucking to or from said site.
6. Unless otherwise agreed, Vendor shall provide on an annual basis a Certificate of Insurance providing evidence that the following insurance coverages are in effect:
7. Commercial General Liability Insurance with a minimum Limit of Liability of \$1,000,000 each occurrence, \$1,000,000 Products/Completed Operations Aggregate Limit, and \$2,000,000 General Aggregate Limit.

Commercial Automobile Liability Insurance including Owned, Hired and Non-Owned Vehicles with a minimum limit of \$1,000,000 each accident.

Commercial Umbrella Liability Insurance with a minimum Limit of Liability of \$2,000,000 each occurrence and \$2,000,000 Aggregate Limit.

Workers' Compensation Insurance which provides Statutory Benefits and Employers Liability Insurance with limits of \$500,000 (each accident and each employee by disease).

Any other insurance as may be required by law.

8. Vendor agrees that Purchaser shall be included/added as an Additional Insured on all of Vendor's policies of insurance (except Workers' Compensation) and that Vendor's policies of insurance shall provide insurance coverage, on a primary basis, to Purchaser, and shall not require Purchaser's policies to contribute in the payment of the loss. It is specifically agreed by Vendor that Purchaser's policies of insurance are in excess of any coverage to be provided by Vendor to Purchaser as Additional Insured.
9. The certificate shall require that thirty (30) days written notice be provided to Purchaser prior to cancellation or non-renewal, or prior to any material change in a policy, term, or condition. In addition, a renewal Certificate of Insurance shall be provided in the event that the Vendor continues to perform work for Purchaser after the certificate expiration date.
10. In the event of litigation between Purchaser and Vendor, if Purchaser prevails, Vendor will be liable for all awards or judgments as well as professional fees and costs including counsel fees incurred by Purchaser. Vendor also consents to its joinder in any proceeding brought against Purchaser, in arbitration or the Court of Common Pleas of the State of Ohio, by any party arising out of the work or any claim related thereto.