



TERMS AND CONDITIONS

1. In the event the terms of this order (i.e. price, delivery) are not acceptable to the seller, immediate acknowledgement stating the difference is required.
2. Do not insure parcel post nor declare valuation on express or air shipments charged to our account.
3. All shipments are to be shipped as per freight term basis and route shown on face of order. If routing is not requested, ship via economical way.
4. Packing list must accompany all shipments.
5. For any cash discounts offered, the cash discount period will date from receipt of invoice or acceptable material, whichever is later. On invoices returned for corrections, cash discount period will date from receipt of corrected invoice.
6. All items shall be suitably packed, marked and shipped in accordance with shipping instructions specified herein and otherwise in accordance with requirements of common carriers, to obtain lowest transportation cost. Springs Window Fashions, LLC reserves the right to route all shipments. No charge shall be made to Springs Window Fashions, LLC for packing, boxing or cartage unless authorized in writing. Vendor shall be liable for loss or damage resulting from failure to provide adequate protection during shipment. Additional expenses resulting from deviation from specified routing, non-compliance with other shipping instructions, or improper description of shipment in shipping documents shall be Vendor's responsibility.
7. In addition to Vendors standard warranty or service guarantee, all goods supplied against this order shall: (a) be free and clear of all liens and encumbrances, good and merchantable title thereto being in the Vendor; (b) be free from defects in design, material, or workmanship and of good and merchantable quality; (c) conform to Springs Window Fashions, LLC specifications or sample approved by Springs Window Fashions, LLC, or be fit for the known purpose for which purchased; and (d) comply and have been produced in conformity with all applicable federal, state or other laws, administrative regulations, and orders. The foregoing warranties shall survive inspection, delivery, and payment.
8. If this order is not filled as specified, cancellation shall be without liability to Springs Window Fashions, LLC. If cancelled for other reason which entails loss to Vendor, settlement will be made on a fair and equitable basis.
9. Vendor shall indemnify and hold Springs Window Fashions, LLC harmless and from any and all damages or costs arising from patent infringement claims.
10. The Vendor shall indemnify and hold Springs Window Fashions, LLC and its agents, officers and employees harmless from all losses, damages, claims and expenses due to injury to property or person resulting from Vendor's performance under this contract. Upon request of Springs Window Fashions, LLC, Vendor shall submit evidence of sufficient workmen's compensation insurance (statutory minimum limits) and sufficient liability insurance (\$1,000,000 minimum limits) to protect Springs Window Fashions, LLC. Such evidence shall be in the form of certificates of insurance naming Springs Window Fashions, LLC as an additional insured and shall provide that coverage may not be deleted, modified or reduced except upon at least thirty (30) days advance written notice to Springs Window Fashions, LLC. The Vendor will comply with all applicable laws, including the Occupational Safety and Health Act of 1970.
11. Prices specified are firm and not subject to escalation without approval prior to shipment.
12. Delivery time is of the essence. Delivery must be affected within the time stated on the purchase order. Unless delay is due to causes beyond the seller's control, premium transportation costs to meet the delivery schedule shall be at seller's expense.
13. If the buyer furnished the seller material or equipment for use hereunder (such as special dies, molds, designs, patterns, drawings, tools, test equipment, etc.) or pays for such materials or equipment, title thereto shall remain or vest in the buyer. Seller shall identify, maintain and preserve such items at its risk and redeliver them in the same condition to buyer, wear and tear accepted, or dispose of them in accordance with the buyer's directions. Right of immediate repossession shall identify, maintain and preserve such items at its risk and redeliver them in the same condition to buyer, wear and tear expected, or dispose of them in accordance with the buyer's directions. Right of immediate repossession shall remain with the buyer and seller, shall not repair or modify such material or equipment or use such except in filling buyer's orders.

14. Springs Window Fashions, LLC reserves the right to reject and return at Vendor's expense, materials delivered in excess of filling buyer's orders.
15. No part of this order may be assigned or sublet without the buyer's prior written consent.
16. Any acceptance of this order is expressly limited to terms of this offer and no additional or different terms contained in any acknowledgement or other acceptance shall be binding on Springs Window Fashions, LLC.

THE FOLLOWING PROVISIONS APPLY TO THE EXTENT
REQUIRED BY FEDERAL LAW TO PURCHASES FOR

This Purchase Order incorporates by reference and is subject to the following regulations of the Office of Federal Contract Compliance, Department of Labor:

- 41 C.F.R. 60-1.4 Equal Opportunity Clause
- 41 C.F.R. 60-250.4 Affirmative Action Clause for Disabled Veterans of the Vietnam Era
- 41 C.F.R. 60-741.5 Affirmative Action Clause for Handicapped Workers

By accepting this Purchase Order, seller agrees:

To be bound by the provisions of the above regulations;

To file Employer Information Report EEO-1 (Standard Form 100) as required pursuant to 41 C.F.R. 60-1.7;

To develop a written Affirmative Action Compliance Program as C.F.R. 60-1.40.

Seller certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause. As used in this certification, the term "segregated facilities" means any waiting rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. Seller further agrees that (except where it has obtained from the provision of the Equal Opportunity Clause), that it will retain such certificates in its files, and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. This certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).



"AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER"