



Friction Materials & Phenolic Bearings

Purchase Order Terms and Conditions

Purchase Order Terms and Conditions – Important – Read Carefully

1. **Acceptance; Purchase Order Constitutes Entire Agreement** – This order constitutes Scan-Pac Mfg., Inc.'s offer and may be accepted by Seller only in accordance with the terms hereof. Any acceptance herein of an offer of Seller, or any confirmation herein of a prior agreement between Scan-Pac Mfg., Inc. & Seller, is expressly made conditional on Seller's assent to the additional or different terms contained herein. This Order may be accepted by Seller by commencement of work, shipment of goods, or furnishing of services hereunder. Dispatch of Seller's acknowledgement form or other written document will also act as an acceptance if it agrees with this Order with respect to the description, amount, price and time of delivery of the goods or services ordered. Notwithstanding any waiver in any instance, or any oral agreement, or any instructions, terms and conditions that may be contained in any quotation, acknowledgement, invoice or other written document of Seller, no addition to, waiver for future or modification of, any of the provisions herein contained shall be of any force or effect unless made in writing and executed by Scan-Pac Mfg., Inc.
2. **Changes** – Scan-Pac Mfg., Inc. shall have the right at any time to make changes in this Order by written notice to Seller, and the Seller agrees to comply with such changes. If such changes cause a material increase or decrease in Seller's costs or time of performance of this Order Seller shall notify Scan-Pac Mfg., Inc. immediately and negotiate an adjustment.
3. **Price** – If this Order is not priced it shall not be filled at prices higher than those last quoted and charged to Scan-Pac Mfg., Inc. for the same articles.
4. **Shipping** – Scan-Pac Mfg., Inc. reserves the right to route all shipments. Shipping methods are clearly stated on Order, any deviation from this method without prior notification and written approval are not allowed. All freight to be routed accordingly. Every package or other shipping unit, bill of lading, shipping memorandum and invoice must be marked with Scan-Pac Mfg., Inc.'s Purchase Order Number.
5. **Time of the Essence** – Time of shipment and other aspects of performance hereunder is the essence of this agreement.
6. **Delivery/Title** – Unless otherwise agreed, delivery shall be F.O.B. point of destination and title shall pass to Scan-Pac Mfg., Inc. upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by Scan-Pac Mfg., Inc. shall be the responsibility of the Seller.



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7. **Right of Inspection & Rejection** – Material and equipment supplied by Seller shall be received subject to Scan-Pac Mfg., Inc.'s inspection and approval within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned to Seller at Seller's expense. No material or equipment returned to Seller as defective shall be replaced except upon Scan-Pac Mfg., Inc.'s formal authorization.

8. **Disputes** – If a dispute arises out of or relates to this Contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the exclusive forum and venue for any claim, suit and/or litigation shall be in the State of Wisconsin and in such proceeding, the Scan-Pac Mfg., Inc. and Seller waive all right to trial by jury in any action or proceeding.

9. **Course of Dealing** – Scan-Pac Mfg., Inc. and Seller agrees that the Terms & Conditions hereof, establish a course of dealing between them and shall apply to this and all other purchases, unless Scan-Pac Mfg., Inc. or Seller gives written notice of objection to any term or condition before commencement of performance in connection with any other purchase.

10. **Warranties** – In addition to any other warranties, including descriptions expressly set forth in this Order, Seller warrants that the goods supplied hereunder shall be: new; free from defects in design, workmanship and materials; fit for the purpose intended; and strictly in compliance with all plans and specifications.

11. **Chemical Substance Identification** – By acceptance of this Order, Seller certifies that any chemical substance(s) furnished pursuant to this Order has been properly labeled, and that proper information on the substance(s), e.g., material safety data sheets, have been provided to the Scan-Pac Mfg., Inc. pursuant to all federal, state or local laws and regulations.

12. **Termination** – Scan-Pac Mfg., Inc. by written notice, may terminate this order, in whole or in part. In the event this order is terminated as a result of Seller's default, the Seller shall be liable for all damages allowed in law or equity, including the excess cost of reprocurring similar items. If this order is terminated for the convenience of the Scan-Pac Mfg., Inc. Seller will be compensated to the extent that items have been accepted by Scan-Pac Mfg., Inc. prior to the effective date of termination. Other than this extent, Scan-Pac Mfg., Inc. shall not be liable to Seller for any damages on account of its failure to accept all of the items ordered.



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13. **Indemnity** – Seller shall defend, indemnify and hold harmless Scan-Pac Mfg., Inc. from any claims, suits, judgments, fees and costs (including attorney's fees) based on or arising out of the Sellers products, services and/or the resale or use of the products purchased hereunder including death, personal injury, or damage to property.

14. **Confidentiality/Trade Secrets** – All specifications, data and other information furnished by Scan-Pac Mfg., Inc, or its agents, to Seller in connection with this order remain the exclusive intellectual property of Scan-Pac Mfg., Inc. and shall be treated by the Seller as proprietary and shall not be disclosed or used, outside the limitation of this order, without prior written approval from the President of Scan-Pac Mfg., Inc. In addition, the purchase of the Seller's product does not authorize the Seller to use the name of or make reference to Scan-Pac Mfg., Inc. for any purpose in releases for public or private dissemination, nor shall the Seller divulge or use in any advertisement or publication any specifications, data or other information pertaining to or relating to this usage without prior written approval from the President of Scan-Pac Mfg., Inc.