

Additional Supreme Terms and Conditions of Purchase Order

SUPREME CORPORATION PURCHASE ORDER TERMS & CONDITIONS PRIOR TO NOVEMBER 15, 2017

1. **CONTROLLING TERMS AND CONDITIONS:** Buyer expressly limits and conditions set forth in this Purchase Order and in no event shall any of the terms and conditions contained in Seller's acceptance where by acknowledgement or otherwise become a part of this Purchase Order contract. This Purchase Order, including its terms and conditions, constitutes the complete and final agreement between Buyer and Seller.
2. **PRICE:** The articles shipped or services performed against this order shall not be invoiced at a higher price than shown without the prior written consent of the Buyer. If no price is stated on this order, Seller shall invoice at the lowest prevailing market price.
3. **TERMS OF PAYMENT:** A separate invoice shall be issued for each shipment with payment due dates and discounts calculated from the date of receipt of the goods or receipt of invoice, whichever is later.
4. **TAXES:** Unless otherwise stated, all prices are inclusive of Federal, State, and Local use, sales and similar taxes.
5. **CHANGES IN PURCHASE ORDERS:** Time is of the essence in this contract. No act of Buyer, including acceptance of late deliveries, shall act as a waiver of this provision. Buyer reserves the right to refuse deliveries arriving prior to scheduled delivery dates. No charges will be allowed for packing, crating, palleting or storage unless otherwise agreed upon in writing. Seller shall comply with best commercial practice for safe arrival at destination and storage. A packing list must accompany each shipment and clearly indicate Seller's name, quantity shipped, part number, description, purchase order number, lot number and manufacturer number.
6. **CONFIDENTIAL INFORMATION:** Seller shall not disclose to any person outside of its employ, or use for any purpose other than to fulfill its obligation under this order, any information received from Buyer pursuant to this order, which has been disclosed to Seller by Buyer in confidence. Unless otherwise agree upon in writing by buyer, any information disclosed to Buyer by Seller in connection with the purchase covered by this order shall not be deemed to be confidential or proprietary information and shall be acquired without restriction as part of the consideration for this order.
7. **F.O.B.:** Notwithstanding any f.o.b. terms, it is agreed by acceptance of this order that the title to the products or material hereby specified shall not pass to Purchaser until actual delivery at destination point.
8. **INSPECTION:** All or any part of said purchased products or materials are subject to inspection and to rejection with return for credit or refund (freight collect and without deduction for Seller's handling charges) if not in accordance with specifications, sample, or standards. This shall apply regardless if any part thereof has been used or accepted or if the deficiencies therein are ascertained after being placed in Purchaser's inventory or forwarded to customers.
9. **PATENTS, INJURIES, AND LAWS AND REGULATIONS:** By accepting this order, Seller agrees to defend, protect, and save harmless Purchaser and its vendees from all damages, claims and costs, including attorney's fees arising out of (I) alleged patent, trademark, or design infringement related to the projects hereby purchased and (II) liability for personal injuries, death, or sickness or damages to personal property which may be sustained by or claimed by any person or persons in connection with the sale or use of the products hereby purchased based upon improper or negligent manufacturing thereof of defects in the design thereof.
10. **AFFIRMATIVE ACTION POLICY STATEMENT:** Supreme Corporation recognizes the value of diversity in the workforce. Therefore, it is the policy of Supreme Corporation to provide employment, training, compensation levels, transfer and promotion opportunities, and all other aspects of employment without regard to sex, race, color, religion, national origin, or age, and to veterans and qualified disabled individuals.

Further, by accepting this order, Seller warrants and agrees that the products or material hereby purchased will meet the minimum standards therefore provided by all relevant Federal, State, or local laws, standards and regulations and that said products or material will be fit for use in conformity with all such laws, standards and regulations. Seller accordingly agrees to defend, protect, and save harmless Purchaser and its vendees from all charges, penalties, liabilities, or costs which may be sustained or claimed for the infringement or violation of any such laws, standards, or regulations.