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MANUFACTURER PURCHASE ORDER TERMS AND CONDITIONS

1. Applicability.

(a) These purchase order terms and conditions (these “**Terms**”) shall govern the purchase of metal, equipment, machinery and supplies including but not limited to chemicals, cleaners, solvents, minerals, compounds, and combinations thereof (“**Products**”) by Metalline Corporation and its affiliated entities including but not limited to John Schneider & Associates, Inc. (cumulatively, “**Buyer**”) from any seller (“**Manufacturer**”) identified in any purchase order. Notwithstanding anything herein to the contrary, if a written contract signed by both parties exists regarding the sale of the Products, and its terms conflict with the Terms, these Terms shall prevail unless specific reference is made to the provision of these Terms that is overridden by said contract.

2. Packaging and Labelling.

(a) Manufacturer acknowledges that it is responsible for packaging and shipping all Products in compliance with all federal, state, and local rules and regulations (“**Laws**”) including but not limited to the obligation to package hazardous chemicals in compliance in with 49 CFR 173.213 (as may be subsequently amended).

(b) The Products will be delivered in accordance with these Terms and the information in the applicable purchase order. Buyer shall not be liable for Manufacturer’s failure or refusal to package and/or ship Products in compliance with the Laws. If Buyer becomes aware of that Manufacturer has shipped Nonconforming Products (as defined herein), either directly or through one of its third party affiliates (customers, distribution centers, etc.), Buyer shall notify Manufacturer and Manufacturer shall be responsible for fully remedying the non-compliance, including but not limited to reimbursing Buyer for all costs incurred as a result of Manufacturer’s non-compliance.

(c) “**Nonconforming Products**” means the following: (i) product shipped is different than identified in the purchase order; (ii) product’s label or packaging incorrectly identifies its contents; and (iii) products were packaging in unlawful packaging or shipped in containers not conforming to the Law.

3. Amendment and Modification. These Terms may be amended or modified by Buyer in its sole discretion by providing Manufacturer with advanced written notice of any change, which change shall take effect prospectively upon Manufacturer’s receipt thereof.

4. Limited Warranty.

(a) Manufacturer warrants to Buyer that the Products will be packaged and shipping in compliance with all applicable Laws,

including properly affixing any required packaging and shipping labels provided to it by Buyer.

(b) Buyer warrants that it will provide Manufacturer with compliant labelling for all Products and packaging related thereto.

5. Termination. In addition to any rights or other remedies that may be provided under these Terms, an applicable purchase order, or other agreement between the parties, Buyer may terminate any purchase order with immediate effect upon written notice to Manufacturer, if Manufacturer: (i) ships Nonconforming Products to Buyer or a third-party Buyer affiliate; (ii) refuses to remedy any Nonconforming Product after having been provided notice by Buyer; or (iii) refuses to indemnify Buyer for any liability it incurs as a result of Manufacturer’s non-compliance with these Terms or the Laws.

6. Waiver. No waiver by Buyer of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by Buyer. No failure to or delay in exercising any right, remedy, power or privilege arising from these Terms operates as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other exercise thereof.

7. Governing Law and Venue. All matters arising out of or relating to these Terms is governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice of law provision. The venue for any action to enforce or interpret these Terms shall be in any court of competent jurisdiction located in Milwaukee County, Wisconsin.

8. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the face of the purchase order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

9. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.