

## TERMS AND CONDITIONS OF PURCHASE

1. **Contract Terms.** This purchase order is intended as an offer to purchase the goods or services specified on the face hereof upon the terms and conditions stated herein, and any reference to Seller's quotation or similar for is solely for the purpose of describing the goods. This offer expressly limits acceptance to the terms and conditions stated herein, and none of the terms and conditions stated herein may be added to, modified, superseded or otherwise altered except in writing, delivered to Seller, and signed by an authorized representative of the Buyer. Each shipment received by Buyer from Seller shall be deemed to be only upon the terms and conditions stated herein, notwithstanding any terms and conditions that may appear in Seller's quotation, acknowledgment, invoice or other form, and notwithstanding Buyer's acceptance and/or payment of the goods.
2. **Price.** If the price is incorrect STOP, and request an updated purchase order before proceeding. DO NOT do any work you are not authorized to do. MMP will only pay the stated price on the purchase order. If a specific price is not stated on the face hereof, the goods shall be sold at the price last quoted by Seller.
3. **Taxes.** The price stated on the face hereof shall be deemed to include any and all taxes and other governmental charges, now imposed or hereafter becoming effective, upon the production, sale, shipment, or use of the goods and Seller shall pay and discharge all such taxes and charges without reimbursement from Buyer.
4. **Payment Terms.** Invoices are to be submitted and shall specify the purchase order number that appears on the face hereof, the goods, the shipment date, and the method of shipment. Payment due dates and cash discounts, if any, shall be computed from the time of the receipt of the invoice or the goods, whichever occurs later. MMP's payment terms are NET 60 unless special arrangements are agreed to prior to the issuance of a purchase order.
5. **Delivery and the Risk of Loss.** All goods are to be furnished F.O.B. Wood Dale. The entire risk of loss, injury or destruction of the goods, regardless of the F.O.B. point and cause therefore, shall be borne by Seller until the goods are delivered to and accepted by Buyer. All deliveries are to be tagged with the purchase order number that appears on the face hereof.
6. **Inspection and Acceptance.** The goods shall be subject to inspection upon delivery, and the goods may be rejected for defects or faults revealed by such inspection, or by analysis, use, or further inspection at any time thereafter even though the goods may have been previously inspected and accepted. Rejected goods may be returned to Seller for rework at no charge to the customer. Transportation charges may be required to be paid by the seller resulting from the return of the rejected material.
7. **Late Delivery.** Time is of the essence with respect to the delivery date specified on the face hereof. In the event delivery cannot be made by such delivery date, supplier shall notify buyer of a date that supplier can make.
8. **Compliance with Laws.** Seller further warrants that the goods will be produced, sold, priced and delivered to Buyer in full compliance with any and all applicable federal, state, municipal and local laws, rules, regulations, ordinances, and orders existing at the time of the delivery of the goods.
9. **Remedies.** The remedies specified herein for breach of warranty, or other default on the part of Seller, shall be cumulative and in addition to any other or further remedy provided by the UCC or other applicable law.
10. **General.** This writing is intended to be complete and exclusive treatment of the terms and conditions hereof, and shall be governed by the laws of the State of Illinois. No statement or writing, which makes specific reference hereto, and which has been signed by the party against whom enforcement thereof is sought.
11. **Right of Entry.** Supplier agrees to give MMP and any of its representative's right of entry as required with at least a one week notice.
12. **Other Terms.** Supplier agrees to meet expectations per "Dodd-Frank Conflict Minerals Statement" and the "Supplier Expectations" found at [www.murphy-machine.com/Suppliers](http://www.murphy-machine.com/Suppliers).