

WEIDMANN

TERMS AND CONDITIONS

This order is placed subject to the following terms and conditions, which may not be varied except by a writing signed by buyer's duly authorized representative.

- 1 Time of delivery is the essence of this contract. Buyer reserves the right to refuse any goods and to cancel all or any part of this order if Seller fails to deliver any part of the goods in accordance with the terms of this order.
- 2 Delivery shall not be deemed to be complete until goods have been actually received and acceptable by Buyer, notwithstanding any agreement to pay freight, express or other transportation charges, and the risk of loss or damage in transit is contingent upon incoterms set forth in this agreement.
- 3 By accepting this order Seller acknowledges that the goods covered by this order are intended for use in the manufacture and sale of transformer board and fabricated insulating parts for electric power transformers, and any defects in such goods may render special damage to Buyer.
- 4 Seller agrees to indemnify Buyer from and against all liability, loss and damage, including reasonable counsel fees, resulting from claimed trademark or patent infringements, or any litigation based thereon, and such indemnity shall survive acceptance of the goods and payment therefore by Buyer.
- 5 Seller warrants that the goods covered by this order are of merchantable quality and fit and safe for the particular purpose to which Buyer intends to put such goods. Acceptance of this order shall constitute any agreement upon Seller's part to indemnify Buyer against all liability, loss and damage, including reasonable counsel fees, sustained by Buyer by reason of failure of goods to conform to such warranties. Such indemnity shall be in addition to any other remedies afforded by Law.
- 6 Seller represents that the goods covered by this order have been manufactured in accordance with the requirements of the Fair Labor Standards Act and all other applicable federal, state and local laws, rules and regulations.
- 7 All goods, wrappers, and containers must bear markings and labels required by applicable federal, state and local laws and regulations.
- 8 Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered in such proceedings may be entered in any court having jurisdiction thereof.
- 9 This contract contains the entire agreement of the parties. It may not be modified or terminated orally, and no claimed modification, recession or waiver shall be binding on Buyer unless in writing signed by a duly authorized representative of Buyer. No modification or waiver shall be deemed effected by Seller's acknowledgement or confirmation containing other or different terms.
- 10 This contract shall be governed by the laws of the State of Vermont.

January 1, 2015