



## Terms and Conditions

Conditions: This order is expressly conditioned upon seller's assumption of full responsibility for patent infringement, and seller expressly agrees to indemnify and save harmless the purchaser and its agents and representatives from any and all charges, claims and causes of action by third parties related to seller's goods, products or services, including but not limited to charges, claims and causes of action based upon or arising out of any damages, losses, expenses, charges, costs or injuries sustained or incurred by such person(s) resulting from or in any way directly or indirectly connected with the performance or nonperformance or other activity related to seller's goods, products or services, provided that notwithstanding the foregoing, the seller does not agree to indemnify and save harmless the purchaser, its agents and representatives from any charges, claims, expenses, costs or injuries sustained or incurred as the sole result of the negligence of purchaser, its agents or representatives. Seller, by acceptance of this order, warrants that the price charged for the articles sold by virtue of this order, is not in violation of any law or Government Regulation.

Supplier further warrants that each and every chemical substance constituting or contained in the product(s) sold or otherwise transferred to Mechanical Rubber Products Co., Inc. under this purchase order is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (P.L. 94-469).