

1. **AGREEMENT.** This Purchase Order ("Order"), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete and final agreement between Buyer and Supplier. Buyer expressly objects to any terms or conditions in Supplier's order acknowledgment, quotation or other documents modifying this Order. Any such modifications will not be binding upon Buyer unless accepted in writing by Buyer's authorized representative. Issuance of this Order shall not represent acceptance of any terms or conditions previously specified by Supplier in any quotation or otherwise, except to the extent that the same shall be in accord herewith.

2. **DELIVERY AND DELAY.** Time is of the essence. Supplier shall not make delivery earlier than date (s) shown without written consent of Buyer. If goods are shipped in advance of scheduled delivery date(s), Buyer may return them or store them at Supplier's expense. Acceptance by Buyer of late deliveries shall not relieve Supplier of the obligation to make future deliveries on schedule.

Buyer shall not be liable for delays in performance of any of its obligations hereunder resulting from causes beyond its reasonable control, including but not limited to acts of God, labor disputes or delays imposed by Buyer's customers. Whenever an actual or potential labor dispute will delay or threaten to delay performance, Supplier shall immediately notify Buyer in writing.

3. **TITLE AND RISK OF LOSS.** Title and risk of loss or damage to the Goods shall pass to Buyer at Buyer's plant.

4. **PACKAGING AND SHIPMENT.** Goods shall be shipped in accordance with Buyer's written instructions. Buyer's Order numbers and Buyer's part numbers must be plainly marked on all invoices, packages, bills of lading and shipping orders. Shipping memos or packing lists must accompany the goods. Bills of lading or shipping receipts shall accompany each invoice. Buyer's count or weight shall be final and conclusive on shipments.

In addition, Buyer shall not declare any value on express (rail or air) or air freight shipments and all articles shall without additional charge be boxed, crated and stored, so as to insure safe arrival at their ultimate destination, to secure the lowest transportation costs, and to comply with requirements of common carriers.

Under no circumstances will charges be allowed for transportation, boxing or packing unless stated in the Order. Supplier's shipping charges shall reflect discounts received by Supplier from freight transporters. Any additional shipping charges incurred by Nordson or Supplier shall be for Supplier's account.

5. **OVERSHIPMENTS.** Goods delivered under this Order in excess of the quantity specified may be retained by Buyer at no additional cost to Buyer.

6. **CHANGES.** Buyer may by written notice at any time prior to shipment, make changes in any one of the following: applicable drawings, designs or specifications, method of shipment or packing, and place or time of delivery. To the extent any change causes an increase or decrease in the cost of or time required for performance of the Order, an appropriate equitable adjustment shall be made. Any claim by Supplier for adjustment must be asserted in writing within fifteen (15) days from receipt of the change. Supplier shall furnish such documentary evidence as Buyer may reasonably request substantiating the proposed adjustment. Failure to agree to an adjustment shall not excuse the Supplier from proceeding with this Order as changed.

7. **WARRANTY.** Supplier expressly warrants that the goods furnished hereunder shall be merchantable, fit for the intended use, free from defects in design, workmanship and material; shall conform to specifications, drawings, samples or other description furnished to or specified by Buyer and shall meet the performance requirements of the Order. In the event of non-compliance, Buyer may, at its option, (a) retain the goods with an equitable adjustment in the price; (b) have the goods repaired or replaced at the F.O.B. delivery point; or (c) return the goods at Supplier's expense for refund.

Supplier further warrants that the price is as low as any net price now given by Supplier to any other customer for like material and quantity.

The above warranties shall be in addition to any other express warranties of Supplier or warranties implied under law.

8. CANCELLATION. Buyer may at any time by written notice terminate for its convenience or cancel for Supplier's breach, all or any part of Order. If this Order is canceled for Supplier's breach of these Terms and Conditions, or failure to make sufficient progress, Supplier shall have no claim against Buyer for any costs incurred or any profit with respect to the terminated or canceled portion of this Order. If the Order is otherwise terminated by Buyer, the Supplier shall be paid an equitable amount to cover the Supplier's direct costs incurred prior to termination plus a reasonable profit thereon, provided however, that no amount shall be paid for any anticipatory profits and the total amount shall not exceed the Order price.

If Supplier, in Buyer's judgment, is failing to make sufficient progress so as to endanger performance of the Order, Buyer may seek a written adequate assurance of performance from Supplier. If Supplier fails to furnish Buyer such written assurance within ten (10) days (or such further period as Buyer may grant) after receipt of Buyer's written request for assurances, Supplier shall be considered to be in breach.

9. INSPECTION AND REJECTION. Goods purchased hereunder shall be subject to inspection and test by buyer at any point during manufacture and in any event, shall be accepted subject to final inspection and approval by Buyer. If any inspection or test is made at Supplier's plant, Supplier shall provide reasonable facilities and assistance for the safety and convenience of inspection personnel.

Buyer reserves the right to reject defective or non-conforming goods. Payment for the goods shall not be deemed acceptance. Goods rejected by Buyer will be returned or stored at Supplier's expense.

10. OWNERSHIP OF WORK. Supplier agrees that all items produced in response to the Order shall be the exclusive property of Buyer. Supplier agrees that works of authorship created by Supplier in response to the Order, including computer programs and machine instructions are works made for hire and are the exclusive property of Buyer.

Supplier agrees that all computer programs, machine instructions, drawings, specifications, calculations, data, memoranda, notes and other information or materials including all copies and excerpts produced for the Order which come into Supplier's possession or are prepared by Supplier shall be delivered to Buyer upon request of Buyer or upon completion of the Order.

11. CONFIDENTIAL INFORMATION, COPYRIGHT AND PATENTS. Supplier agrees that information furnished by Buyer or which is developed by Supplier in response to this Order is confidential and the exclusive property of Buyer. Supplier agrees not to disclose such information without the prior written approval of Buyer and to limit internal dissemination on a need to know basis.

Buyer shall be under no obligation to maintain the confidentiality of any information furnished to Buyer unless Buyer agrees to do so in writing. With respect to exclusive property and all works of authorship, inventions and improvements made by Supplier in performance of this Order, Supplier at Buyer's expense, agrees to have executed and delivered to Buyer all documents necessary to apply for, prosecute and obtain Letters Patent for the inventions and Copyright Registrations for works of authorship. Supplier shall also convey to Buyer the entire right, title and interest in and to all works of authorship, inventions, patent applications and Letters Patent or Copyright Registrations issuing thereon.

12. INDEMNITY. Supplier agrees to defend, indemnify and save Buyer harmless from and against all claims, liability, loss, damage, costs and expenses, including attorneys' fees which Buyer may hereafter suffer itself or incur because of injury (including death) to any person or damage to any property arising out of any defect in the goods.

Supplier further agrees to defend, indemnify and hold Buyer harmless from all actions, claims, liability, loss, cost and expenses arising from allegations or claims of infringement of the goods or their use upon any patents, copyrights or trademarks. Buyer agrees to give Supplier prompt notice in writing of any such allegation or claim. Upon such notice, Supplier shall, at its expense, either procure for the Buyer or Buyer's customer the right to continue using the goods, replace same with non-infringing goods or modify the goods so they are non-infringing.

13. COMPLIANCE WITH LAWS. Supplier warrants the goods were produced in and conform with all applicable Federal, State, and local laws, ordinances and regulations, including but not limited to the Fair Labor Standards Act, as amended, and Occupational Safety and Health Act as amended.

14. HAZARDOUS MATERIALS. Where the goods ordered hereunder are chemical substances, Buyer shall not be obligated to make payment until Supplier has furnished a Material Safety Data Sheet for each chemical substance.

15. ADVERTISING. Supplier shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Supplier has furnished, or contracted to furnish to Buyer the goods ordered hereunder.

16. APPLICABLE LAW. This contract shall be governed by the laws of the state where the Order is issued. The invalidity of one clause or portion of this Order shall have no effect on the validity of any other clause or portion hereof.

17. REMEDIES AND WAIVERS. The remedies of Buyer shall be cumulative and in addition to any other remedies afforded by law or equity. No waiver of a breach of any provision of an Order shall constitute a waiver of any other breach.

18. EQUAL EMPLOYMENT OPPORTUNITY. Where applicable, Supplier shall comply with all provisions of Executive Order 11246, as amended; and 41 CFR Part 60-250 and 41 CFR Part 60-741 relating to the employment of (i) qualified disabled veterans and veterans of the Vietnam War as well as (ii) qualified disabled individuals, respectively.

19. FREIGHT COSTS. Supplier's shipping charges shall reflect discounts received by Supplier from freight transporters. Any additional shipping charges incurred by Buyer or Supplier shall be for Supplier's account.

20. FAIR LABOR STANDARDS ACT. Supplier warrants it complies with the requirements of the Fair Labor Standards Act, as amended, and the rule and regulations promulgated thereunder.