

TERMS AND CONDITIONS OF PURCHASE

The order on the reverse side hereof by QUESTAR, INC. ("Purchaser") is expressly subject to seller's assent and agreement to all of the following terms and conditions of purchase:

1. **DIFFERENT OR ADDITIONAL TERMS** - Purchaser specifically objects to the inclusion of any different or additional terms or conditions by the seller in acknowledging and accepting this order. If seller does include different or additional terms and conditions in its acknowledgement, acceptance, confirmation, invoice, or other written business form, and seller expressly conditions its acceptance of this order upon acceptance by Purchaser of such different and additional terms and conditions, neither Purchaser's acceptance of delivery of all or part of the goods covered thereby nor payment therefor shall constitute acceptance of any of such different or additional terms.
2. **PRICE** - The price shown on this order is a firm price covering the quantity and quality of material and product called for, and no change in price will be permitted without written approval by an authorized agent of Purchaser. Unless otherwise agreed to by Purchaser, packaging and shipment shall conform to applicable specifications and will be at the expense of seller.
3. **DELIVERY** - Seller's failure to deliver goods or services as warranted in this purchase order or in the quantity or at the price or within the time specified in this order (or if no delivery date is specified, delivery within a reasonable time) shall constitute a material breach and shall relieve Purchaser of any obligation to accept such goods or services in any undelivered installments. This remedy shall be in addition to all other remedies available to Purchaser under the Uniform Commercial Code as enacted by the State of Ohio. Time is hereby expressly declared to be of the essence, and seller is notified that failure to timely deliver goods to the carrier will result in substantial damage to Purchaser. When "FOB Point of Shipment," if goods are received at destination in a damaged condition due to carrier responsibility, seller shall assist Purchaser in establishing carrier liability by supplying evidence that the goods were properly manufactured, packaged, and secured to withstand normal transportation conditions. If a claim for such damage is denied by the carrier on the basis that such damage was attributable to seller, seller shall repair or replace such damaged goods at no cost to Purchaser.
4. **WARRANTIES** - Seller expressly warrants that the goods or services purchased hereunder shall conform to the specifications, drawings, samples, or other descriptions furnished to or specified by Purchaser and will be fit for the purpose intended, be of good material and workmanship, and be free from any defects in materials, labor, or fabrication. Seller agrees that these warranties shall survive acceptance of the goods and services by Purchaser and shall extend to Purchaser's vendees or purchasers from its vendees, Purchaser's successors and assigns, and all customers and users of Purchaser's products. THE WARRANTIES CONTAINED IN THIS PARAGRAPH ARE IN ADDITION TO WARRANTIES AND REMEDIES PROVIDED BY THE UNIFORM COMMERCIAL CODE AS ENACTED BY THE STATE OF OHIO.
5. **EXCESS** - Purchaser is not liable for any goods shipped in excess of the quantity specified in this order. Shipments in excess of that authorized by this order may be returned to seller at seller's risk and expense.
6. **TITLE AND RISK OF LOSS** - Title to, and the risk of loss of the goods covered hereby shall not pass to Purchaser until delivery of the goods at Purchaser's place of business unless another delivery destination has been specified by Purchaser in which case title and risk of loss shall pass to Purchaser upon delivery at such other destination.
7. **RIGHT OF INSPECTION** - All goods are received subject to Purchaser's right of inspection at Purchaser's place of business before payment or acceptance. Payment for the goods purchased herein shall not constitute acceptance thereof.
8. **FORCE MAJEURE** - Neither party shall be liable for delays or defaults due to acts of God, acts of governmental authority, war, fire, flood, strikes, or other causes beyond its control, provided, that seller shall not be relieved of liability to obtain materials, due to labor trouble or any type of shortage, inability to obtain materials, equipment, or transportation, and provided also, that in any event Purchaser may terminate this agreement as to all or any portion of the goods if delivery is not made as specified.
9. **HOLD HARMLESS** - Seller agrees to indemnify and hold Purchaser harmless, assume legal liability for and, at Purchaser's option, defend Purchaser, its agents, employees, officers, and directors from any claim or action arising out of, or alleged to arise out of, the delivery of goods or the performance of services purchased hereunder or from the use of any goods purchased hereunder. Seller shall reimburse Purchaser for any court costs, attorney's fees, settlement, judgment, or other expense that Purchaser, its agents, employees, officers, or directors may pay, or become obligated to pay, in connection with any such claim or action. Seller agrees not to disclaim or limit its liability for any claim of any kind (including, but not limited to, breach of warranty, negligence, or strict liability) and further agrees not to disclaim or limit its liability for any incidental or consequential damages. Seller also agrees to indemnify and hold Purchaser harmless from all claims, expenses and judgments based upon any actual or alleged unfair competition or infringement of any patent, trademark, or copyright relating to any goods purchased hereunder, unless such claim arises out of compliance by seller with specifications of Purchaser.
10. **REJECTION** - Purchaser's rejection or revocation of acceptance of any goods or services purchased hereunder shall be effective if Purchaser notifies seller within thirty (30) days following Purchaser's actual discovery of the defect or other breach justifying rejection or revocation of acceptance. Any rejected goods may be returned or held at seller's risk and expense, and Purchaser may charge seller with the cost of transportation, shipping, unpacking, examining, repacking, reshipping, or like expense. Seller, at Purchaser's option, shall, with all possible speed, correct or replace the goods or services rejected at seller's expense, including transportation costs. No goods returned as defective shall be replaced without Purchaser's written authorization.
11. **NON-DISCRIMINATION** - Seller agrees that in performing the work required by this order, it has not and will not discriminate unlawfully against any worker because of race, color, religion, age, national origin, sex, handicap, or veteran status.
12. **FINAL AND EXCLUSIVE AGREEMENT. MODIFICATION. CANCELLATION** - Verbal instructions or agreements relative to or altering this order in any way are unauthorized and will not be recognized. The terms and conditions contained herein are intended by Purchaser and seller as a final expression and complete and exclusive statement of the terms and conditions of their agreement. This agreement may not be modified, rescinded, or cancelled except by a writing signed by Purchaser, and cancellation or rescission shall be upon terms and conditions indemnifying Purchaser against all losses caused thereby.
13. **WAIVER** - No waiver, discharge, or renunciation of any claim or right of Purchaser arising out of breach of these terms and conditions by seller shall be effective unless in writing signed by a duly authorized officer of Purchaser and supported by consideration. Any waiver by Purchaser of any breach by seller shall be a waiver of that breach only and not any subsequent breach.
14. **ASSIGNMENT; DELEGATION** - No right or interest in this order shall be assigned, nor any obligation delegated, by seller without Purchaser's written permission.
15. **COMPLIANCE WITH LAWS** - Seller warrants that the goods or services purchased hereunder have been manufactured, delivered, or performed in compliance with all applicable international, federal, state, and local laws and regulations. Seller agrees to furnish, upon request, certification of such compliance. Seller agrees to indemnify and hold harmless Purchaser, its agents, employees, directors, vendees, successors, and assigns, from and against all liabilities, claims, penalties and costs resulting from seller's failure to meet such legal requirements.
16. **LIMITATION OF ACTIONS** - Any action for breach of this agreement must be commenced within one year after the cause of action has accrued.
17. **GOVERNING LAW/VENUE** - This agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and any dispute that may arise between Purchaser and Seller shall be venued in Stark County, Ohio.