## Terms of Purchase

1. Terms of Order.  Buyer agrees to buy and Seller agrees to sell the products described or referenced at the price and under the terms indicated on the face side and any attachments of Buyer's order or confirmation, together with these terms, which are the complete and exclusive statement of the terms of sale for the products ordered. Buyer rejects any terms which are additional or different than those contained or referenced in Buyer's order or confirmation.

2. Delivery.  Buyer may return or reject unordered, late shipped, nonconforming or excess products with transportation costs both ways at the expense of the Seller.  Buyer will have no liability or risk of loss for the care, return or payment of any such products.

3. Warranties.  Seller warrants that the products ordered (i) conform to their stated description, to Buyer's specifications, and to any samples furnished to and approved by Buyer or otherwise successfully tested, (ii) comply with all applicable laws, regulations, administrative or judicial orders, (iii) are properly packaged, labeled, shipped, insured and where applicable, refrigerated, and (iv) are, and will arrive at Buyer's premises in a condition which is, merchantable, fit, fresh, wholesome, free of mold or spoilage and safe for the purpose or purposes intended, and of good quality and salable quality.  These warranties shall survive all inspections, tests, approvals of samples, acceptance, and payment.  Any warranties, express or implied, shall run to Buyer and all persons who purchase from Buyer, or use, consume or are affected by the products alone or in combination with other property.

4. Remedies and Indemnity.  If Seller breaches any warranty or agreement with respect to products sold to Buyer under the attached or referenced orders or any installment or shipment thereunder, or breaches any other contract or agreement with Buyer, Buyer may, at its election, cancel the contract or future installments thereunder, return some or all of the product, receive return of any monies paid, take a credit in the amount of damages Buyer determines it has incurred and will incur, seek cover at Seller's expense and otherwise hold Seller responsible for Buyer's direct, incidental and consequential damages caused by the breach, in addition to other remedies available to it under law.  Buyer agrees to indemnify and hold harmless Seller from all losses, damages, costs, expenses and attorneys' fees caused by or arising out of any breach by Seller or defects in the products sold by Seller to Buyer.

5. Law.  This purchase order and all sales and terms in connection with it shall be governed by the laws of the State of Illinois .  The Convention on the International Sale of Goods shall not apply to this order.  Seller consents to the jurisdiction and venue of courts in the State of Illinois . Any suit concerning this order, the products or Seller's or Buyer's performance shall be brought only in the State of Illinois , but may be enforced anywhere.  The prevailing party shall be entitled to its reasonable attorneys' fees.

6. Force Majeure.  Seller shall give Buyer notice with full details, promptly and in no event later than 2 business days after becoming aware of any Force Majeure Event that delays or prevents Seller's performance.  Buyer may, by written notice to Seller, cancel, reduce quantities ordered, or extend the delivery date for products or services ordered affected by a Force Majeure Event.  In the event of a shortage caused by a Force Majeure Event, Seller shall allocate its production and available inventory and resources to Buyer on a no less favorable basis than any other customer of Seller, and ahead of any orders placed after Buyer's order.  "Force Majeure Events" are those events which are beyond the control of Seller or Buyer which affect performance of the Order, including fire, Acts of God, interventions of governmental authorities, act of terrorism, vandals, or law breakers, explosions or accidents or other similar events.

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