



# BENCH DOGS

ENGINEERING EXPERIENCES

## PURCHASE ORDER TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THERE IS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT APPLY TO BENCH DOGS' PURCHASE OF GOODS, SERVICES AND MATERIALS.

- 1. GENERAL.** The following terms and conditions (the "Terms") are incorporated by reference into all written RLB Ventures, Inc. d/b/a Bench Dogs. ("Buyer") purchase orders as if expressly set forth therein. The Terms, together with such terms as are set forth in the purchase order, with such plans, specifications or other documents as are incorporated by reference, as amended in any subsequent authorized writing from Buyer, shall constitute the entire contract (the "Purchase Order") between the Buyer and Seller. By accepting Buyer's Purchase Order, you are indicating your acceptance of the following Terms. Buyer reserves the right to make changes to this website and these Terms at any time without specific notice to you of such changes, so please check the website periodically. Your acceptance of any Purchase Order after any such changes constitutes your acceptance of the new or modified Terms. These Terms apply exclusively to the purchase by Buyer of Products from you and the performance of services related thereto and do not alter in any way the terms or conditions of any other agreement you may have with Buyer.
- 2. ACCEPTANCE.** Acceptance of this order shall be unqualified, unconditional, subject to and expressly limited by the terms and conditions contained or incorporated by reference herein. By accepting and filling this order, or any part thereof, Seller hereby agrees and shall be bound by the terms and conditions set forth herein, and RLB Ventures, Inc. d/b/a Bench Dogs shall not be bound by additional or varying provisions that may appear in Seller's quotation, acknowledgment, packing slip, invoice or any other communication from Seller to Bench Dogs, unless such provision is expressly agreed to in writing and signed by Bench Dogs.
- 3. DELIVERY, TITLE and RISK OF LOSS.** Time is of the essence of this order and deliveries must be made as set forth on the face hereof. Partial delivery or performance will not extend the final delivery date beyond that specified unless agreed to in writing by Bench Dogs. In the event of delay in receipt of the merchandise through no fault of Bench Dogs, Bench Dogs reserves the right, at its option, to cancel the entire order or that part of the order not delivered, or to extend the time for delivery, or payment, correspondingly. Acceptance of the merchandise after any delivery date shall not be construed as a waiver of Bench Dogs' right to recover for late delivery. Title shall pass to Bench Dogs on delivery of the merchandise to its designated plant or location. Notwithstanding any agreement to pay freight, express or other transportation charges, the risk of loss or damage in transfer shall be upon the Seller.
- 4. INSPECTION.** Delivery shall not be complete until the merchandise has been actually received by, and is subject to the final count, inspection and acceptance of Bench Dogs. Any merchandise rejected by Bench Dogs as defective or not conforming to this order shall be



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returned at Seller's expense. Seller shall bear all risk of loss after notice of rejection is tendered.

5. **PRICE.** This order shall not be executed at a price higher than that specified on the face hereof.
  - Seller further warrants that the prices set forth in this Purchase Order are the lowest prices charged for the Products, or substantially similar products, sold by Seller to its other customers. If, after execution of this Purchase Order, but prior to payment by the Buyer for Products purchased hereunder, Seller (i) sells, or offers to sell, Products, or substantially similar products, to another customer at a lower price, (ii) offers a reduction in price to any customer already purchasing Products, or substantially similar products, or (iii) sells, or offers to sell, Products, or substantially similar Products, on commercial terms that are, in Buyer's reasonable judgment, more favorable than those set forth in this Purchase Order, such lower price or more favorable terms will be applicable to all purchases of Products by Buyer hereunder. If, at any time during the term of this Purchase Order, Buyer receives a bona fide offer from an unrelated third party to supply Products to Buyer on similar commercial terms, but at a lower price, Buyer may notify, and provide the necessary particulars of such offer to Seller, and Seller will, within thirty (30) days thereafter, inform Buyer whether it will match such price for Products purchased hereunder.
6. **SHIP AND CANCEL POLICY.** The balance of this order shall be deemed cancelled when ninety-eight percent of the order quantity of confirming goods has been shipped. Over shipments must be limited to three percent of the original order quantity.
7. **PACKING.** No additional charges for packing, boxing, palletizing or cartage will be paid by Bench Dogs, unless specified on the face hereof. Loss of or damage to any goods not packed in such a manner as to insure proper protection to same shall be borne by Seller.
8. **TERMINATION FOR BANKRUPTCY.** Seller shall promptly notify Bench Dogs of Seller's voluntary or involuntary bankruptcy or receivership or insolvency. Upon said notification, Bench Dogs may terminate this order.
9. **WARRANTY.** Seller, warrants that it owns the merchandise described on the face hereof and that all merchandise furnished hereunder shall conform to specifications, samples or other descriptions furnished by Bench Dogs to Seller, or by Seller and approved by Bench Dogs; perform as specified herein or otherwise represented by Seller; will be merchantable and fit and sufficient for the purposes ordered; and will be free from defects in material and workmanship. This warranty will run to Bench Dogs and its customers. Any merchandise furnished hereunder which does not function in accordance with Seller's published specifications at the time of use by Bench Dogs' customer, is returnable by Bench Dogs to



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Seller for cash or full credit against future purchases, at the option of Bench Dogs. Packing and shipping shall be at Seller's cost.

10. **INDEMNIFICATION AND INSURANCE.** Seller will indemnify and save harmless Bench Dogs, its employees, agents, customers, and invitees from and against all liability, demands, claims, loss, cost, damage and expense by reason or on account of property damage, death and/or personal injury of whatsoever nature or kind arising out of or in connection with the use or performance of the merchandise contained in this order which is occasioned by the actions or omissions of Seller or its suppliers. Seller will maintain and carry employer's liability insurance, workman's compensation insurance in statutory amounts and general liability insurance, including but not limited to public liability, property damage liability, product liability, completed operations liability and contractual liability coverage in amounts satisfactory to and with companies approved by Bench Dogs. If so requested by Bench Dogs, Seller will furnish certificates of insurance indicating the foregoing coverage.
11. **COMPLIANCE WITH LAWS.** Seller represents and warrants that the merchandise referred to in this order has been or will be manufactured, produced, packaged, labeled, sold and if required, registered in complete and strict compliance and accordance with all relevant federal, state, and local laws, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, and the Occupational Safety and Health Act of 1970, as amended, as well as all pertinent regulations and orders of the federal government and the various departments, branches and agencies thereof, and Seller agrees to provide at the time of acceptance of this order all certificates of compliance, including but not limited to Safety Data Sheets (SDS). Seller further agrees to indemnify and hold Bench Dogs and its customers harmless from, and to reimburse them for any and all costs damages, and expenses (including reasonable attorney's fees) suffered by or occasioned to them directly or indirectly, because of Seller's noncompliance with this section.
12. **PATENTS.** Seller warrants and represents that the manufacture, sale and use of the merchandise ordered hereby will not infringe any United States or Foreign patent rights, and Seller agrees to indemnify Bench Dogs and its customers or users of the merchandise against all suits, costs and expense, including reasonable attorney's fees. Seller further covenants that it will, upon request of Bench Dogs and at the Seller's own cost and expense, defend any suit or action which may be brought against Bench Dogs or its customers and users of the merchandise hereby ordered, by reason of any infringement or alleged infringement of any patent arising out of the sale or use of the merchandise hereby ordered.
13. **ASSIGNMENT.** Seller may not delegate or subcontract any duties, nor assign any rights or claims under this order without the prior written consent of Bench Dogs, and any such attempted delegation or assignment shall be void. All claims for monies due or become due from Bench Dogs to Seller shall be subject to deduction by Bench Dogs of any offset or counterclaim arising out of this or, any other transaction between Bench Dogs and Seller, irrespective of the time when such counterclaim or offset arose.



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14. RIGHTS AND REMEDIES OF RLB VENTURES, INC. D/B/A BENCH DOGS. The rights and remedies of Bench Dogs set forth herein shall be in addition to any other rights and remedies provided in law or equity.
15. WAIVER. Failure or delay on the part of Bench Dogs to exercise any right, remedy or privilege under this order shall not operate as a waiver thereof.
16. ENTIRE AGREEMENT. This contract contains the entire agreement 'between Bench Dogs' and Seller. It may not be modified or terminated orally, and no claimed modifications, revisions or waiver shall be binding on Bench Dogs unless in writing, and signed by a duly authorized representative of Bench Dogs.
17. CONTROLLING LAW. This order is to be governed by and construed under the laws of the Commonwealth of Pennsylvania, USA. Seller agrees to the exclusive jurisdiction of the Court of Common Pleas of Lehigh County, Pennsylvania, and the United States District Court for the Eastern District of Pennsylvania, in any and all actions or proceedings arising hereunder or pursuant hereto.