



TERMS & CONDITIONS

1. The order number of Michigan Seamless Tube must appear on all invoices and packages.
2. Buyer's responsibility is limited to specific orders furnished to seller by the Purchasing Department of Michigan Seamless Tube.
3. Materials furnished under this order to be (1) equal in all respects to samples approved by Buyer's engineering or purchasing departments, (2) to conform strictly to blueprints and specifications furnished.
4. All Materials to be subject to inspection and approval prior to acceptance. If rejected because of material, workmanship or other defects, seller will be notified, following which material will be returned to seller at no expense and risk to buyer.
5. Risk of loss shall pass to buyer when the material covered by this order is actually delivered to the address indicated on the reverse side hereof.
6. Returned or rejected materials shall be credited to our account at full invoice price plus transportation charges paid and not replaced without order to do so.
7. Seller warrants that the materials delivered under this order will be free from all defects in material and workmanship.
8. Seller warrants the sale or use of the materials covered hereby will not infringe any patent issued by the United States or Canada, and covenants that it will, at its own expense, defend any and every suit which shall be brought against the buyer alleging infringement of any such patent, and agrees that it will pay all costs, damages and profits recoverable in any such suit and satisfy any judgments obtained.
9. In the event of the insolvency of seller, its successors or assigns, or an assignment by seller for the benefit of its creditors, buyer shall have the right to immediately cancel this order.
10. No charges for special packing will be accepted without express provision therefor.
11. The right to cancel this order if not filled as specified is reserved. No material in excess of actual release will be accepted without prior written approval.
12. Correspondence relative to this order should be addressed to Michigan Seamless Tube, South Lyon, Michigan 48178. Attention Purchasing Department.

13. Seller herein agrees to assume full liability for the payment of any payroll taxes or contributions for unemployment insurance or old age pensions or annuities, which are measured by wages, salaries or other remunerations payable to the employees of seller. Seller further agrees to reimburse buyer for any of the aforesaid taxes or contributions which by law may be required to pay on account of any wages, salaries or other remunerations payable to the employees of seller, as aforesaid.
14. In the event performance by either seller or buyer is prohibited by law, both shall be excused from any obligation hereunder, whether in the nature of damages, cancellation charges or otherwise. Any governmental statute or regulation prohibiting production of the articles for which materials purchased hereunder are intended to be used shall be considered a prohibition by law of performance of this contract.
15. As herein used, the term "buyer" shall include Michigan Seamless Tube and/or the purchaser indicated on the reverse side hereof.
16. Subcontractors are required to comply with Exec. Ord. 11246, 38USC2012, & 503 Programs.
17. All chemicals must be properly labeled in accordance to hazard communication standard 29 CFR 1910, 1200 and current M.S.D.S. sheets must accompany shipments as changes occur.
18. All chemicals which contain or are manufactured with a Class I or Class II Ozone Depleting Substance per CFR 40, part 82, subpart E must be labeled according.
19. Inform M.S.T. that the product, or components of the product we purchase is subject to the reporting requirements of section 313, Title III of the Superfund Amendments and Re-authorization Act of 1986 (SARA).
20. Packaging products are required to meet or exceed Coalition of Northeastern Governors (CONEG) requirements.