

TERMS AND CONDITIONS

1. If Seller refuses to accept this order exactly as written, seller shall return it to Lions Clubs International (hereinafter referred to as the "purchaser") at once with written explanation as to reason for return.
2. Purchaser shall not be responsible for any goods delivered without use of a purchase order.
3. No boxing, crating, cartage or transport charges shall be paid by purchaser unless specifically authorized on the face of this purchase order.
4. Seller warrants free and clear title to all products delivered hereunder and further warrants that such products shall be merchantable, free from defects in workmanship, material or design (other than Buyer's design) and shall conform either to the description and specifications herein set forth or to a sample to be supplied to Buyer.
5. Seller warrants that the products, in the form delivered to Buyer, are free from any valid claim for patent infringement and that any labels or trademarks affixed thereto by or on behalf of Seller are free from any valid claim for copyright or trademark infringement and agrees to save and hold harmless and indemnify Buyer against such infringement liability based upon Buyer's possession or resale thereof without alteration.
6. Seller shall not be liable for failure to deliver products when prevented by any cause beyond its control, and Buyer shall not be liable for failure to accept products when prevented from receiving or using them in its customary manner by any cause beyond its control. A party who is prevented from performing for any reason provided for herein shall immediately notify the other party of the cause for such non-performance and the anticipated extent of the delay.
7. Invoice shall be mailed at time of shipment and cash discount period will be computed from the date product is received. Terms shall be as set forth on the face hereof.
8. All freight charges shall be prepaid and billed on invoice, unless otherwise stated.
9. Time is of the essence in this contract and failure of Seller to complete delivery of the products herein ordered within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of Buyer without liability, in addition to Buyer's other rights and remedies, relieve Buyer of any obligation to accept and pay for any such products and return all or part of any delivery made and charge seller with any loss or expense sustained by purchaser.
10. Products purchased hereunder are subject to inspection and approval at Buyer's destination. Buyer reserves the right to reject and refuse acceptance of products which are not in accordance with any instructions, specification, drawing and date or Seller's warranties (express or implied). Products not accepted will be held for Seller's instruction at Seller's risk and if Seller so instructs will be returned to Seller at Seller's expense. Payment for any products hereunder shall not be deemed an acceptance thereof and is without prejudice to any and all claims that Buyer may have against Seller.
11. If this order is given pursuant to any existing contract, it is also subject to the terms of such contract, and such terms shall control in the case of any conflict with the provisions hereof.
12. Neither this purchase order nor the obligation of Seller to perform thereunder shall be assigned or delegated by Seller without Buyer's written consent. Waiver by either party or any default by the other hereunder shall not be deemed a waiver by such party of any other default. This writing contains the entire agreement between the parties hereto. No modification, amendment or waiver of any covenant or condition of this purchase order shall be affected by acknowledgement, receipt, or acceptance by Buyer of any communication or form containing covenant or conditions at variance with those set forth herein. All warranties herein made shall survive acceptance of, or payment for the products by Buyer.
13. Seller agrees to hold Buyer harmless from and against all liabilities, claims, fines and penalties which may arise out of the delivery by Seller of products which do not meet the requirements of the purchase order.
14. Buyer has the right to terminate this order in whole or in part at any time by written notice to Seller. In such event, Seller may claim only properly supported out-of-pocket costs plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures. For specially prepared documents, unique to Buyer's order, any partially complete work or raw materials whose full costs are included in the termination charges shall be identified in writing and held by Seller for disposition in accordance with Buyer's written instructions. Notwithstanding the foregoing, Buyer reserves the right to cancel all or any part of the undelivered portion of this order, without liability. In addition to Buyer's other rights and remedies, if Seller, breaches any of the terms and conditions herein.
15. This purchase order shall be construed according to the Laws of the State of Illinois.
16. Seller warrants that all disclosures of the effects of exposure to the chemical properties of any substance delivered under this Purchase Order that are required by law or regulation or which would be considered desirable by any reasonable recipient of any substance delivered under this Purchase Order have been made to Buyer on or before delivery of any substance ordered under this Purchase Order. Seller further warrants that each individual purchase or container shall contain all necessary and/or desirable warnings (as referenced in the preceding sentence) and instructions for safe use, clearly disclosing the steps to be taken for safe use.
17. All dies, tools or tooling, patterns, schematic drawings, artwork and make ready items of whatever nature used in the production of this order are the property of Lions Clubs International.
18. It is further understood that the seller, and such sub-contractor(s) as might be required in the performance of this contract, shall insert a provision in any subcontract to the effect that said sub-contractor(s) will manufacture items bearing Lions Clubs International names and/or trademarks only for the exclusive use of the Buyer, and will include such additional provisions as are necessary to insure that said sub-contractor(s) will comply with the regulations more specifically set forth in paragraph nineteen (19) below. Seller shall be responsible to the buyer including without limitation for any and all legal fees in enforcement of this contract or recovery thereunder. Seller shall be responsible to the Buyer for any violation of the agreement.
19. The Seller specifically agrees that it will comply with the laws, both Federal and State, and with the rules and regulations made from time to time by Lions Clubs International, with reference to the manufacture, use or sale either of the insignia or names owned by Lions Clubs International and it will not use in any manner, nor will it make any sales or any contracts calling for the manufacture, sale or use of said insignia with any member, Club, District, or Licensee of Lions Clubs International or with any other person, firm, association, or corporation, either during the period of the contract or thereafter, unless and until same have been approved in writing by the Lions Clubs International.
20. Seller can accept orders requiring the trademark Lions Clubs International ONLY from its headquarters. NO OTHER source is authorized. Manufacturers will not enter into direct correspondence with any of our customers, members, clubs, districts or licensees.
21. Suppliers, sellers or manufacturer are NOT permitted to advertise as suppliers to Lions Clubs International without the written authorization of the latter. Further, a manufacturer's name trademark or any identification is permitted on products and shipping containers ONLY as specifically stated in the specifications. Suppliers, sellers or manufacturers making shipments directly to our customers will use the special Lions Clubs International labels provided with each order – no other identification is permitted on shipping containers.
22. Purchaser may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

The International Association of Lions Clubs names and emblems are solely owned registered trademarks. If these trademarks are applied to items contained in this order, seller may use these trademarks for this order only. This order does not grant continued or exclusive right to reproduce the trademarks. Any further use of the trademarks would require the additional prior express permission of the Association.