

**M.L. BALL COMPANY, INC. PURCHASE ORDER
TERMS AND CONDITIONS**

This Purchase Order is an offer by M.L. Ball Company, Inc. (“Buyer”) for the purchase of the designated goods from the designated Seller. This Purchase Order, including these terms and conditions, shall constitute the sole and entire agreement of the parties with respect to Buyer’s Purchase Order (“Agreement”).

Seller’s acceptance is expressly limited to the terms of this Agreement. This Agreement supersedes all prior proposals, negotiations, representations, agreements and understandings between the parties, including any terms and conditions contained in any Seller-provided documents (such as invoices or order acknowledgements). To avoid any doubt, this Agreement is the complete and exclusive agreement between Buyer and Seller regarding the subject matter of the Agreement. Any reference to an invoice, order acknowledgment, or similar documentation shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Seller-provided documents. Any terms and conditions associated with or set forth in Seller-provided documents shall be of no force and effect and shall not in any way be deemed to amend, modify, supersede, alter or supplement this Agreement.

Seller agrees that title to any goods ordered under this Agreement shall pass to Buyer upon delivery of the goods to the specified delivery location. Seller agrees that it bears all risk of loss or damage to the goods until delivery of the goods to the specified delivery location.

Seller agrees that if it fails to deliver the goods specified in this Purchase Order on or before the Required Date stated in the Purchase Order, then Buyer has the right to cancel the Purchase Order or delay the shipment of the Purchase Order.

Seller expressly warrants to Buyer that all goods specified in this Purchase Order will conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer and all representations by Seller. Seller further expressly warrants that all goods will be merchantable; free from any defects in workmanship, material and design; fit for their intended purpose and operate as intended; merchantable; and free and clear of all liens, security interests or other encumbrances. These warranties survive any delivery, inspection, acceptance or payment of or for the goods or services by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity and shall survive acceptance of and payment for the goods ordered or services provided hereunder. Any applicable statute of limitations runs from the date of Buyer’s discovery of the noncompliance of the goods or services with the foregoing warranties.

If Buyer gives Seller notice of noncompliance, Seller shall, at its own expense, promptly replace or repair the defective or nonconforming goods or services and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming good and/or service and the delivery of repaired or replacement goods and/or services to Buyer.

Seller agrees that no change to this Agreement is binding upon Buyer unless it is in writing, specifically states that it amends this Agreement and is signed by a Buyer authorized representative. No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by the party so waiving.

Seller agrees to defend, indemnify and hold harmless Buyer and its subsidiaries, affiliates, successors, or assigns, along with their respective directors, officers, employees, and customers (collectively, "Indemnitees"), against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense (collectively, "Losses") arising out of or occurring in connection with the goods purchased or services received from Seller or Seller's negligence, willful misconduct, or breach of this Agreement or its terms.

All questions concerning the construction, validity and interpretation of this Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the law of the State of Georgia, without regard to such state's conflict of laws rules that may cause the application of the laws of any other jurisdiction.

Seller hereby irrevocably consents to the jurisdiction of the courts of the State of Georgia for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement and agrees that any action instituted under this Agreement shall be commenced, prosecuted and continued only in the federal or state courts located in Gwinnett County, Georgia, which shall be the exclusive and only proper forum for adjudicating such a claim.

Seller agrees that it will not assign, transfer, delegate or subcontract any of its rights or obligations under this Order without Buyer's prior written consent. Any purported assignment or delegation without prior written consent shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement without Seller's prior written consent.

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void. However, the remaining provisions of this Agreement shall be unaffected and shall continue to be valid and enforceable.

Seller agrees that the terms set forth in this Agreement shall survive the delivery of and payment for the goods and/or services that are the subject of this Agreement and shall remain in full force and effect.