



**GENERAL TERMS AND CONDITIONS OF PURCHASE
NOVEMBER 3, 2016**

1. ORDER ACCEPTANCE

This Purchase Order, including these terms and conditions and any additional specifications, terms and conditions incorporated herein and attached hereto, constitutes the sole and entire agreement between the parties. This order shall be binding upon receipt of SELLER's acknowledgment of its acceptance or commencement of its performance of the work contemplated by this Order. No terms or conditions contained in SELLER's acknowledgment, amendments, modifications or other communication shall bind Champlain unless expressly accepted by it in writing. CHAMPLAIN shall not be liable for any taxes or governmental charges or fees with respect to this Order other than those which SELLER is required by law to collect from CHAMPLAIN. All such taxes and fees shall be stated separately on SELLER's invoice.

2. DELIVERY/PACKAGING

(A) TIME IS OF THE ESSENCE OF THIS ORDER. If delivery is not made at the time specified, CHAMPLAIN reserves the right to cancel the entire Order or that part of the Order not timely delivered, and to purchase elsewhere and hold SELLER liable for all costs and damages incurred by CHAMPLAIN. Failure of a SELLER to deliver product per the Purchase Order, may force CHAMPLAIN to seek alternative suppliers and/or may result in expedited charges, customer charges and additional freight costs. Any such increment in costs incurred due to failure of SELLER to deliver will be charged back to SELLER. SELLER shall not make any material commitment or production arrangement in excess of the amounts, or in advance of the time necessary to meet CHAMPLAIN's delivery schedule for goods or services covered by this Order. Any excess commitments or arrangements shall be made at SELLER's own risk. CHAMPLAIN shall not be liable for goods shipped in advance of or in excess of scheduled deliveries.

(B) SELLER agrees each package will be numbered and labeled in accordance with Champlain's instructions and standard commercial practice for domestic or export shipment as applicable. The package will contain an itemized packing list. No charges will be allowed to the SELLER for packing, breaking, or freight unless stated in writing. Where applicable, SELLER's material must be marked and labeled in accordance with OSHA hazard communications standards. A current copy of the material safety data sheet is to be included with orders, if any changes have occurred since the last shipment.

(C) SELLER assumes all risk of loss and damage to the goods until delivery to CHAMPLAIN at its facility specified on the face of this Order. The term FOB in this Order refers to transportation charges only.

3. INSPECTION AND ACCEPTANCE

All goods and services sold hereunder shall be subject to inspection and acceptance by CHAMPLAIN after delivery notwithstanding any payment. After receipt of the goods or services, CHAMPLAIN shall have a reasonable time (which time shall not be less than ninety (90) days) within which to inspect prior to CHAMPLAIN's acceptance thereof. Nonconforming goods shall be returned freight collect, and SELLER shall be debited for the inbound transportation cost plus handling and packing expense. If Champlain chooses to keep damaged product, SELLER will be charged an hourly rate of \$100.00 to unwind, remove damage and prepare product for use. SELLER shall also credit Champlain for the amount of pounds determined to be damaged and removed.

4. WARRANTY

(A) SELLER warrants title to the goods described on the face hereof and warrants further that all goods and services furnished: (i) will be in full conformance with the specifications, drawings, samples or other descriptions set forth or referred to on the face hereof; (ii) will perform as represented by SELLER (even if such representations do not appear on the face thereof, notwithstanding the provisions of paragraph 2 hereof); (iii) will be new, merchantable and fit for the use intended by CHAMPLAIN; (iv) will be free from defects in material, workmanship, manufacture and design (where design is SELLER's responsibility). SELLER's warranty shall be effective for a period of time set forth on the face of this Order. If no such period is stated, the warranty shall be effective for a period of one (1) year from the date of acceptance by CHAMPLAIN. This warranty will run to CHAMPLAIN, its customers and users of its products.

(B) In addition to other remedies available at law or in equity, CHAMPLAIN may, at its option, return to SELLER for full credit any goods which do not meet the warranties specified herein or required correction or replacement of such goods or services, all at SELLER's risk and expense. Packing and shipping shall be at SELLER's cost.



5. CHANGES

No changes or modification to this Order shall be binding unless made or accepted by Champlain in the form of a written Change Order. Champlain reserves the right to make changes in the Order at any time, subject to mutually agreeable adjustments of the contract.

6. INTELLECTUAL PROPERTY INDEMNITY

SELLER warrants that the goods purchased hereunder and the manufacture, sale and use thereof do not and will not infringe any third party patent, copyright, trademark, trade secret or other proprietary right ("Intellectual Property"). SELLER agrees to defend, indemnify and hold harmless CHAMPLAIN, its employees, agents, distributors, dealers, affiliates, customers and users from all liabilities, obligations, costs and expenses (including reasonable attorneys' fees and costs), claims or demands for actual or alleged infringement of any Intellectual Property arising from the purchase, use or sale of goods required by this Order, except to the extent that infringement or alleged infringement arises by reason of design for such goods furnished to SELLER by CHAMPLAIN.

7. INDEMNIFICATION

SELLER agrees to defend, indemnify and hold harmless CHAMPLAIN and its employees, agents, distributors, dealers, affiliates, customers, and users from all liabilities, obligations, costs and expenses (including attorneys' fees and costs) incurred by CHAMPLAIN as a result of all claims, demands, actions or judgments on account of personal injury or death, or damages to property arising out of or in connection with SELLER's performance of this Order. SELLER shall carry and maintain insurance coverage satisfactory to CHAMPLAIN to cover the above, and upon CHAMPLAIN's request, shall furnish CHAMPLAIN with evidence of such insurance in a form satisfactory to CHAMPLAIN. Such indemnity shall apply whether an indemnitee is claimed to be passively, concurrently or actively negligent and regardless whether liability without fault is imposed on one of the indemnities.

8. TERMINATION FOR CONVENIENCE

(A) CHAMPLAIN may terminate this order, in whole or in part, at any time with or without cause upon written notice to SELLER. Upon receipt of such notice, SELLER shall stop work immediately and terminate all orders and sub-contracts to the extent that they relate to the terminated work.

(B) There shall be no charges for terminating the Order with respect to standard goods. Any claim for termination charges for non-standard goods must be submitted to CHAMPLAIN in writing within ten (10) days after receipt of the termination notice.

(C) CHAMPLAIN's sole responsibility to SELLER shall be to pay the contract price for such goods as have been delivered as of the time such termination is effective and to reimburse to SELLER its actual costs of materials and direct labor expended by SELLER as of the termination date in reasonable anticipation of its fulfillment of this Order which are not recoverable by SELLER, provided that no allowance shall be made to SELLER for any overhead or anticipated profit for undelivered goods. CHAMPLAIN shall not be responsible for any commitments made by SELLER in advance of those necessary to comply with the schedules set forth in this Order.

Upon payment of SELLER's claim, CHAMPLAIN shall be entitled to all goods, materials, and work in process paid for.

9. TERMINATION FOR DEFAULT

(A) CHAMPLAIN may cancel this Order immediately, in whole or in part, in the event SELLER: (i) fails to make timely delivery, or (ii) breaches any other term or condition of this Order. SELLER shall continue to supply any portion of this Order not cancelled.

(B) In the event of such cancellation, at CHAMPLAIN's requests, SELLER will transfer title to, and deliver to CHAMPLAIN: (i) any completed goods; (ii) any partially completed items and (iii) all unique materials and tooling. Prices for partially completed goods and unique materials and tooling accepted shall be negotiated; however, in no event shall such prices exceed the Order price for said goods.

(C) Upon the happening of any event or condition which may, in CHAMPLAIN's good faith judgment, impair SELLER's ability to perform hereunder, CHAMPLAIN may demand, in writing, adequate assurance of SELLER's ability to continue performance of this Order. If SELLER does not provide written adequate assurance within fifteen (15) days of receipt of CHAMPLAIN's demand, SELLER shall be deemed to have rejected continued performance hereunder and to have materially breached this Order.

In such event, CHAMPLAIN shall have no further liability hereunder.

(D) In the event any bankruptcy, insolvency, or receivership proceedings are initiated by or against the SELLER, or the SELLER becomes unable to pay its debts as they become due, then the Champlain may cancel any unfilled portion of the purchase order without any liability.



10. EXCUSABLE DELAYS

Any failure of performance by either party shall not constitute default hereunder or give rise to any claim for damages or otherwise if, and to the extent, caused by an occurrence beyond the reasonable control of the party affected, including, but not limited to, acts of compliance with acts of governmental authority, acts of God, strikes or other concerted acts of workmen, fires, floods, explosions, riots, war or armed conflict declared or undeclared, rebellion and sabotage. The party affected by any such occurrence shall give notice to the other within five (5) working days of its commencement and shall keep the other informed of action taken to terminate the occurrence.

11. CONFIDENTIAL INFORMATION

All information furnished or disclosed to SELLER by CHAMPLAIN in connection with this Order which is identified as "Confidential" or "Proprietary" is received in confidence, shall remain the property of CHAMPLAIN and shall not be disclosed to any third party without CHAMPLAIN's written consent. SELLER shall not use and such information for any purpose other than to perform this Order. SELLER will return, upon demand, all such confidential information to CHAMPLAIN upon completion by SELLER of its obligations hereunder. The obligations of this paragraph shall survive expiration or termination of this Order.

12. ASSIGNMENT AND SUBCONTRACTING

SELLER shall not delegate or subcontract any duties, nor assign any right or claims under this Order without the prior written consent of CHAMPLAIN.

13. COMPLIANCE WITH LAWS

SELLER guarantees that all goods delivered hereunder are produced, packed, labeled and shipped in compliance with all applicable laws. SELLER agrees to comply with all Federal, State, County and local laws, rules, codes, executive orders and regulations (the "Laws") applicable to its provision of materials and services hereunder. SELLER agrees to hold harmless CHAMPLAIN and its employees, agents, affiliates, customers and users from any liability arising from SELLER's failure to comply with such Laws.

14. GOVERNING LAWS

This Order shall be interpreted in accordance with and governed by the laws of the State of Vermont, excluding its conflict of law rules.

15. RIGHTS AND REMEDIES

All rights and remedies of CHAMPLAIN specifically set forth in this Order shall be in addition to any other or further rights and remedies provided at law or in equity. Failure of CHAMPLAIN to insist upon strict performance of any term or condition of this Order shall not be deemed to be a waiver of CHAMPLAIN's rights and remedies.

16. SETOFFS

All claims for money due or to become due from CHAMPLAIN shall be subject to set off by CHAMPLAIN by reason of any counterclaim arising out of this or any other transaction with SELLER.

17. TRADE NAMES

Any trade name of the Champlain is not to be used in the SELLER's advertising without the Champlain's written agreement.