

TERMS AND CONDITIONS

This Purchase Order constitutes the entire contract between the vendor or seller named on the face hereof ("**Seller**") and the Presbyterian Church (U.S.A.), A Corporation ("**Buyer**") covering the goods described herein (the "**goods**"). Time is of the essence in the performance of this contract.

1. Acceptance: Seller, upon fulfilling this order hereby agrees to the acceptance of the terms listed on the face of this document and throughout. Seller, upon filling this order agrees that in the event of a conflict between this order form and any other document, this order shall control the agreement between the parties.

2. Price: This Order shall not be filled at a higher price; the price of the goods shall be that price stated on the face hereof. Unless otherwise provided herein, prices shown on this Purchase Order are deemed to include all applicable taxes not expressly imposed by law on the buyer of the goods ordered hereunder. Buyer shall not be responsible for any charge for packing, boxing, storage or cartage. Unless previously arranged or specified on this order, Buyer reserves the right to take cash discounts, otherwise allowed, from any invoice for correction. Buyer is a non-profit, religious organization and Seller agrees to honor any valid applicable sales and use tax exemption which Buyer presents.

3. Packaging and Inspection. Sellers should adhere to the following specifications on all shipments including shipments to the Buyer's DMS Warehouse. The DMS number must be clear on the ends of the carton (if applicable). The item description must be clearly stated below the DMS number. The total carton count must be listed below the item description. If goods are divided or tabbed, they must be tabbed in lots of 50. This information must be listed below the carton count. Avoid the use of handwritten labels. Total carton weight not to exceed 50 pounds. Total pallet height, including pallet and material, not to exceed 54 inches. All goods should be shipped on standard 40" wide by 48" deep pallets. The terms and routing of shipment shall be as provided on the face hereof, or as Buyer otherwise directs. Buyer may receive shipping instructions as to any goods not then shipped. Buyer shall have the right to inspect any or all of the goods at Seller's location or upon Buyer's receipt, at Buyer's election, which right shall be exercisable notwithstanding Buyer having paid for the goods prior to inspection. Buyer, by reason of its failure to inspect the goods, shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications therefore, or to have waived any of Buyer's rights or remedies arising by virtue of such defects or non-conformance.

4. Payment. The time period for payment, as indicated on the face hereof, shall commence upon receipt of Seller's invoice or upon receipt of the goods, whichever is later.

5. Risk of Loss. Notwithstanding any provision hereof to the contrary, title to, and risk of loss of, the goods shall remain with Seller until the goods are delivered to the Buyer's designation as specified in this Purchase Order, or if no such point is specified, then, when the goods are delivered to Buyer. However, if the goods are of an explosive, inflammable, toxic or otherwise dangerous nature, Seller shall hold Buyer harmless from and against any and all claims asserted against Buyer on account of any personal injuries and/or property damages caused by the goods, or by the transportation thereof, prior to the completion of unloading at Buyer's location.

6. Warranties. Seller warrants to and covenants with Buyer as follows: Seller will deliver to Buyer title to the goods free and clear of all security interest, liens, charges, restrictions or encumbrances of any kind, nature or description, the goods shall be free from defects in material and/or workmanship; unless otherwise specified in this Purchase Order, the goods shall be new and not used or reconditioned; the goods and their packaging shall conform to the description thereof and/or specifications thereof contained in this Purchase Order. In placing this Purchase Order, Buyer is relying on Seller's skill and judgment in selecting and providing the proper goods for Buyer's particular use. The goods shall in all respects be suitable for the particular purpose for which they are purchased and the goods shall be merchantable. Seller shall indemnify and save and hold Buyer harmless from and against any and all damages, losses, demands, costs and expenses arising from claims by third parties for property damage, personal injury or other losses or damages arising from Seller's breach of its obligations hereunder.

7. Remedies. In the event of Seller's breach of this contract, Buyer may take any or all of the following actions, without prejudice to any other rights or remedies available to Buyer by law: (1) require Seller to repair or replace such goods, and upon Seller's failure or refusal to do so, repair or replace the same at Seller's expense; (2) reject any shipment or delivery containing defective or non-conforming goods and return for credit or replacement at Buyer's option; said return to be made at Seller's cost and risk; (3) cancel any outstanding deliveries hereunder, and treat such breach by Seller as Seller's repudiation of this contract, in the event of Buyer's breach hereunder, Seller's exclusive remedy shall be Seller's recovery of the goods or the purchase price payable of goods shipped prior to such breach.

8. Delays. If Seller shall fail or refuse to proceed with this order, or if Seller shall fail to make delivery, or Buyer to accept delivery, according to the delivery schedule, the other party may cancel the then remaining balance of this order unless the delay is an excusable delay as hereinafter defined. An "excusable delay" as used in this paragraph means any delay in making or a accepting deliveries which result without fault or negligence on the part of the party involved and which is due to causes beyond its control including, without being limited to, acts of God or of the public enemy, any preference, priority or allocation order issued by the Government or any other act of the Government, acts of the other parties hereto, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a supplier due to such causes. Each party shall promptly notify the other party in writing of any such delay and the cause thereof.

9. Patents. It is anticipated that the goods will be possessed, used and/or sold by Buyer and/or its customers. If by reason of these acts a suit is brought or threatened for infringement of any patent, trademark, trade name or copyright with regard to the goods, their manufacture or use, Seller shall at its own expense defend such suit and shall indemnify and save and hold Buyer and its customers harmless from and against all claims, damages, losses, demands, costs and expenses (including attorneys' fees) in connection with such suit or threatened suit.

10. Labor. If this Purchase Order covers the performance of labor by Seller on Buyer's premises, Seller shall indemnify and save and hold Buyer harmless from and against any and all claims and liabilities for injury or death to any person or damage to property arising out of Seller's performance under this Purchase Order, including any claims by employees, agents or representatives of Seller against Buyer.

11. Compliance with Law. Seller warrants that it will comply with the Fair Labor Standards Act and any other federal, and all state, and local laws, ordinances, rules and regulations applicable to its performance under this Purchase Order and agrees to indemnify and save and hold Buyer harmless from and against any and all claims, damages, demands, costs and losses which Buyer may suffer in the event that Seller fails to comply with the same. Any clause required by and law, ordinance, rule or regulation to be included in a contract of the type evidenced by this document shall be deemed to be incorporated herein.

12. Designs, Tools, Dies, etc.: (a) If the goods are to be produced by Seller in accordance with designs, drawings, or blueprints furnished by Buyer, Seller shall return the same to Buyer at Buyer's request, specifically Buyer's Print Purchasing Office upon completion or cancellation of this Purchase Order. Such designs, drawings, and the like shall not be used by Seller in the production of materials for any third party without Buyer's written consent. Such designs and the like involve valuable property rights of Buyer and shall be held confidential by Seller. (b) Unless otherwise agreed herein, Seller at its cost shall supply all materials, equipment, tools and facilities required to perform this Purchase Order. (c) Buyer understands and agrees that title to all goods prepared and produced by Seller for Buyer under this Purchase Order shall be solely the property of Buyer and Seller shall have no right or interest therein. Further, all goods of whatever kind are works made for hire under federal law; all rights for publication will be held by Buyer; and the copyright will be owned by Buyer. Without limiting the generality of the foregoing, Buyers shall own all rights in and to all items prepared and any programs, products and files that result or are derived therefrom.

13. Governing Law. This Purchase Order and the contract between the parties evidenced hereby shall be construed in accordance with the laws of Kentucky and any litigation in connection with this Purchase Order shall be determined by a court proceeding in Louisville, Kentucky.

14. Miscellaneous. (a) Buyer may terminate this Purchase Order for its convenience in whole or part, by written notice at any time. If this order is terminated for convenience, any claim of Seller shall be settled on the basis of reasonable costs it has incurred prior to receipt of notice in the performance of this Purchase Order. (b) The waiver of any term, condition or provision hereof shall not be construed to be a waiver of any other such term, condition or provision. (c) Seller shall not assign its rights or obligations under this Purchase Order without the prior written consent of Buyer, however, all rights shall survive any one or more corporations now or hereafter affiliated with Buyer. (d) Seller shall not insure the goods for Buyer's account unless the terms of this Purchase Order so require. (e) Stenographic and clerical errors, whether in mathematical computations or otherwise, made by Buyer on this Purchase Order or any other forms delivered to Seller shall be subject to correction. (f) The Purchase Order represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all previous negotiations, representations and writings between the parties relating hereto. No modification, alteration, waiver or change in any of the terms of this Purchase Order shall be valid or binding upon the parties hereto unless expressed in writing signed by authorized representatives of both parties.