



Terms and Conditions – ISO Document BPI3130

1. This Purchase Order constitutes Buyer's offer to Seller and becomes a binding contract on the terms and conditions set forth herein when accepted by Seller either by acknowledgement or the commencement of performance hereof. Acceptance of these terms binds Seller to comply with all the terms and conditions of this Purchase Order, including any supplements thereto, and all specifications and other documents Buyer incorporates by express reference in this Purchase Order prior to acceptance. No revisions of this Purchase Order shall be valid unless in writing and signed by an authorized representative of Buyer, and no condition stated by Seller in accepting or acknowledging this Purchase Order shall be binding upon Buyer if inconsistent with or in addition to the terms and conditions herein unless expressly accepted in writing by Buyer. As used herein, and where applicable, the term "good(s)" is intended to include services.

2. If this Purchase Order is issued in connection with a separate written contract between Buyer and Seller and there is a conflict between the provisions of such written contract and this Purchase Order, then the provisions of the written contract shall apply.

3. This Purchase Order shall be deemed accepted by Seller's commencement of work on the goods or services ordered, shipment of such goods or completion and return of acknowledgement (copy 2 of this Purchase Order) or other written acknowledgement, whichever occurs first.

4. (a) The Buyer may terminate work under this Purchase Order in whole or in part at any time by written notice, whenever, without the fault of the Buyer, a contract between Buyer and any third person requiring for its performance articles or services of the kind or type covered by this Purchase Order is terminated, in whole or in part or amended to eliminate or reduce such requirements. Such notice shall state the extent and effective date of such termination; and, upon the receipt thereof, the Seller will, as directed by the Buyer, stop work under this Purchase Order and the placement of further orders or subcontracts hereunder, terminate work under this Purchase Order and take any necessary action to protect the property in the Seller's possession in which the Buyer has or may acquire an interest

(b) If work is terminated under paragraph (a) above, the Buyer, in addition to making prompt payment of amounts due for articles delivered or services rendered prior to the effective date of termination will pay to the Seller the contract price for all articles previously paid for or services which have been completed in accordance with this Purchase Order and not previously paid for. Payments made under this paragraph (b) shall not exceed the aggregate price specified in this Purchase Order, less payments otherwise made or to be made.

5. This Purchase Order may be terminated in whole or in part by written notice to Seller if Seller fails to make delivery of the goods to be supplied hereunder within the time specified on the face page hereof whether or not such failure on the part of Seller shall be due to events beyond the control of Seller, it being hereby agreed that it shall be Seller's responsibility to insure against any events which may cause such failure, or if Buyer rejects any part of the goods supplied hereunder or if Seller makes an assignment for the benefit of creditors, becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency or the relief of debtors. In the event of the termination of this Purchase Order for any reason, any shipments made by Seller after the date of termination of this Purchase Order may be returned at the Seller's expense, including transportation both ways and all handling charges. Seller accepts liability for risk of loss or damage in transit, or by deviation in specified route, noncompliance with instructions or improper description of the goods or services, excess transportation charges and insurance costs not specified otherwise.

6. Neither party shall be liable to the other for default, failure or delay in providing or accepting goods or services hereunder to the extent that and for so long as such default, failure or delay is caused by extraordinary event or occurrence beyond that party's control such as fire, accident, strike, civil disturbance, war, act of terrorism, act of God, embargo, governmental order or regulation, complete or partial shutdown of Buyer's plant by reason of mechanical breakdown, inability to obtain sufficient raw materials or power, floods, windstorms, explosions, riots, natural disasters, sabotage or any other similar or different contingency beyond the reasonable control of the Buyer or Seller. Written notice of such delay, including the anticipated duration of the delay, must be given by the non-performing party within ten (10) days of the event. During the period of any delay or failure to perform by Seller, Buyer, at its option, may purchase goods from other sources and reduce its schedules to Seller by such quantities, without liability to Buyer, or cause Seller to provide the goods from other sources in quantities and at times requested by Buyer and at the price set forth in this contract. If requested by Buyer, Seller shall, within five (5) days of such request, provide adequate assurance that the delay will not exceed such period of time as Buyer deems appropriate. If the delay lasts more than the time period specified by Buyer, or Seller does not provide adequate assurance that the delay will cease within such time period, Buyer may, among its other remedies, immediately cancel this contract without liability.

7. Notwithstanding the right of Buyer to reject the goods supplied hereunder, any warranties which Seller may provide the ultimate purchasers of the goods supplied hereunder and any partial or full payment for the goods supplied hereunder by way of documentary credits or otherwise, Seller warrants to Buyer and to any companies owned or controlled by Buyer (in addition to any warranties and other rights available at law) (a) that Seller has and will have the right to sell the goods supplied hereunder, (b) that Buyer or companies owned or controlled by Buyer, as the case may be, will have quiet possession of such goods and that each item of goods supplied hereunder and each component part and the packaging thereof will be identical to samples provided to Buyer, in compliance with all specifications and drawings relating thereto, shipped in containers conforming to Buyer's specifications (or, in the absence of such specifications in recognized standard containers) and (c) such goods are of merchantable quality and free latent or apparent defects in workmanship, materials or design (except to the extent that such design is furnished by Buyer), reasonably fit for the purposes for which such goods are intended to be used by the Buyer and free from any lien, claim or encumbrance of any nature or kind and that such items, component parts and packaging will not be in violation of or infringing any applicable U.S., Canadian, Mexican, provincial, state or other statute, ordinance, act, code, rule, standard, regulation or administrative order or any actual or claimed patent, trademark or copyright. In addition, with respect to the goods or services purchased under this Purchase Order and all other goods or services purchased from Seller, Seller expressly warrants for the Warranty Period as follows: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) material used to produce the



8. goods shall be new and of the highest quality; (c) the goods shall be adequately contained, packaged, marked and labeled; (d) all services performed by Seller shall be performed in a competent, workmanlike manner and in accordance with industry standards; (e) the goods shall be manufactured in compliance with all applicable federal, state, and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification. These warranties shall be in addition to all other warranties, express, implied or statutory. These warranties shall survive inspection, test, delivery, acceptance, use and payment by Buyer and shall inure to the benefit of Buyer, its successors, assigns, customers and the users of Buyer's products. These warranties may not be limited or disclaimed by Seller. If Buyer experiences any defect, failure or non-conformity during the Warranty Period, Buyer shall have the right to take the following actions, at Buyer's option: (1) retain the defective goods in whole or in part with an appropriate adjustment in the price for the goods; (2) require Seller to repair or replace the defective goods in whole or in part at Seller's sole expense, including all shipping, transportation and installation costs; (3) correct or replace the defective items with similar items and recover the total cost from Seller, including the cost of product recalls; and (4) exercise all other rights under the Uniform Commercial Code and any other applicable statutes in any jurisdiction. For purposes of this contract, "Warranty Period" shall mean one (1) year commencing upon completion of delivery of the Goods or performance of the Services in the manner required under this Purchase Order, and shall survive any expiration or termination of this Purchase Order. Notwithstanding the foregoing, Seller agrees to waive the expiration of the Warranty Period in the event there are failures or defects discovered after the Warranty Period of a significant nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person. Acceptance of this Purchase Order shall constitute an agreement upon Seller's part to indemnify and hold Buyer harmless from all claims, liability, loss, damage, and expense, including attorneys' fees incurred or sustained by Buyer by reason of any breach of such warranty. In no event shall Buyer be liable to Seller for anticipated profits or for incidental or consequential damages. Buyer's liability for a claim of any kind or for any loss or damage arising out of or in connection with or resulting from this Purchase Order, or from any performance or breach, shall in no case exceed the price allocable to the goods or services or unit which directly gives rise to the claim. In addition to any right of set off provided by law, all amounts due Seller shall be considered net of indebtedness of Seller to Buyer and its affiliated or related companies. Buyer shall have the right to reduce and set off against amounts payable hereunder any indebtedness or other claim which Buyer, or its affiliated or related companies, may have against Seller, or its affiliated or related companies, under this contract or any other agreement between the referenced parties. The rights and remedies of Buyer and the warranties of Seller set forth in this Purchase Order shall not be exclusive and are in addition to any other rights, remedies and warranties provided by law or under this Purchase Order; and any attempt by Seller to limit Buyer's warranties, remedies or the amount and types of damages that Buyer may seek shall be null and void. The failure of either party to enforce any rights under this Purchase Order shall not constitute a waiver of such rights or any other rights under this Purchase Order. Seller shall maintain all test and inspection data for 15 years. Buyer's approval of Seller's design, material, process, drawing, specifications or the like shall not be construed to relieve Seller of the warranties set forth herein, nor shall a waiver by Buyer of any drawing or specification request for one or more articles constitute a waiver of any such requirements for the remaining articles to be delivered hereunder unless so stated by Buyer in writing.

9. Payment for the goods delivered hereunder shall not constitute acceptance thereof. Buyer shall have the right to inspect such goods and to reject any or all of said goods which are in Buyer's judgment defective. In the event of such rejection, in addition to any rights to damages available to Buyer at law, Seller agrees to repay to Buyer the purchase price of any goods rejected. Goods so rejected and goods supplied in excess of quantities called for herein may be returned to Seller at Seller's expense, and, in addition to Buyer's other rights, Buyer may charge Seller all expenses of unpacking, examining, repacking, storing and reshipping such goods and Buyer shall have the right to cancel any other orders with Seller for similar goods. In the event Buyer receives goods whose defects or non-conformity is not apparent on examination resulting in deterioration of its finished product, Buyer reserves the right to acquire the replacement as well as payment of damages.

10. Quantities listed in this Purchase Order as estimated or forecast or for planning purposes are Buyer's best estimate of quantities of Goods it might purchase from Seller for the related time period(s). Seller acknowledges that any estimates or forecasts of production quantities, whether from Buyer or Buyer's customers, are subject to change from time to time, with or without notice to Seller, and shall not be binding upon Buyer. Unless otherwise expressly stated in this Purchase Order, Buyer makes no representation, warranty, guaranty or commitment of any kind of nature, whether express or implied, to Seller in respect of Buyer's quantitative requirements for the Goods or the term of supply of the Goods.

11. There is no charge for packing, cartage or delivery to the place specified on the face page hereof or any other charge in excess of the total cost unless otherwise stated on the face page of this Purchase Order. All articles are to be suitably packed or otherwise prepared for shipment so as to secure the lowest transportation and insurance rates. Each package must contain a packing slip showing the contents thereof and Buyer's Purchase Order number.

12. (a) Seller agrees to protect, defend, hold harmless and indemnify Buyer and companies owned or controlled by Buyer from and against direct or indirect claims, actions, demands, liabilities, losses, fines, damages (including without limitation, incidental damages, consequential damages and lost profits), costs and expenses including in-house and external legal fees in connection therewith arising out of or in any way related to the death or injury to person or damage to property suffered by any person, corporation or other entity directly or indirectly arising out of or relating : (a) any actual or alleged infringement or misappropriation by the Goods of the intellectual property rights of any third party; (b) any actual or alleged injury to any person, damage to any property, or any other damage or loss resulting or claimed to result in whole or in part from any actual or alleged defect in the goods or services under this Purchase Order; (c) any actual or alleged violation of any law, statute, rule or regulation relating to the goods or services, or failure to comply with any industry standards; (d) any breach or alleged breach of any of Seller's obligations, representations or warranties under this Purchase Order; or (e) any act, activity or omission by Seller or any of Seller's affiliates, employees, subcontractors, agents or contractors. Buyer shall have the right to choose the counsel for the defense thereof. Except to the extent resulting solely and directly from Buyer's gross negligence or willful misconduct or that of Buyer's officers, employees or authorized agents, or Buyer's material breach of this Purchase Order, Seller releases Buyer, Buyer's direct or indirect parents, subsidiaries, affiliates, and each of the foregoing's respective officers, shareholders, members, directors, managers, employees or agents (individually and collectively, the "Indemnitees") from any liability or responsibility to Seller for any personal injury, sickness, disease or death of a person, injury, loss, theft, damage, destruction or



13. loss of use of property caused, directly or indirectly, by any person or entity including Buyer or Seller. Seller agrees that Buyer shall not be liable to Seller for any claims, liabilities or expenses relating to this Purchase Order for an aggregate amount in excess of the maximum or estimated price (as applicable) set forth in the Purchase Order.

(b) Upon notice by Buyer, Seller will, at its sole expense, defend any action brought against Buyer or any company owned or controlled by Buyer based upon any claim that any goods supplied hereunder or any design, drawings, photographs, data or other documents or materials associated or used in connection with any such goods infringes any patent, trademark or copyright (except to the extent that such design, drawings, photographs, data or other documents or materials have been furnished by Buyer). Seller agrees to indemnify Buyer and companies owned or controlled by Buyer from and against all liabilities, damages, costs and expenses including legal fees in connections with any such claim whether or not such action is defended by Seller.

12. Tooling, equipment or materials furnished by Buyer to Seller for use in filling this Purchase Order shall remain Buyer's property while in seller's possession and shall be returned promptly to Buyer on demand. Seller shall maintain such property in good and serviceable condition and use it only to fill Buyer's order(s). Seller shall hold property at its own risk and insure at Seller's expense against loss or damage from fire, casualty or theft while in Seller's possession. All plans, drawings, specifications, documents and the subject matter contained therein and all other information given to Seller in connection with the performance of this Purchase Order involve valuable property rights of Buyer and, whether or not marked as such, shall be held confidential by Seller and shall not be used by Seller for any purpose other than those for which they are being prepared or supplied or used under this Purchase Order. Seller agrees that it will keep confidential all information used in the business of Buyer to which Seller may become acquainted with, exposed to, or familiar with during the course of this Purchase Order and that Seller shall keep confidential the terms of this Purchase Order, including, without limitation, all pricing. Seller agrees not to use for publicity purposes any information as to the notice of receipt of this Purchase Order, photographs, drawings, and/or materials in connection with the performance of this agreement without obtaining the prior written consent of Buyer. If this Purchase Order involves developmental or research activities, including engineering or design services, all information developed in the course thereof shall be owned by Buyer and be deemed confidential and proprietary property of Buyer whether patented or not and Seller shall cooperate (and cause its employees to cooperate) in executing any documents and taking any other actions necessary or convenient to patent or otherwise perfect or protect for the benefit of Buyer any inventions conceived, developed or reduced to practice in performance of this Purchase Order. If the agreement does not involve developmental or research activities, but the goods covered by it are to be produced in accordance with drawings or specifications furnished by Buyer, Seller hereby grants to Buyer an irrevocable, non-exclusive and royalty-free license to make, have made, use and sell any improvement in the goods which are conceived, developed or reduced to practice by Seller in the production of the goods under this Purchase Order. For the purposes of this Section 10, the confidentiality obligation of Seller shall extend to Seller's officers, directors, agents, servants, employees, contractors, assigns and affiliates and Seller shall cause all such parties to be bound hereby.

13. No assignment or sub-letting of this Purchase Order in whole or in part may be made without the Buyer's written consent and any attempt at assignment or sub-letting shall be void or voidable at the election of Buyer. This Purchase Order may not be orally modified or terminated. No modification or any claimed waiver of any of the provisions of this Purchase Order shall be binding unless in writing and signed by the party against whom such modification or waiver is sought to be enforced. Any failure of Buyer to exercise its rights or remedies with respect to any installment or part performance shall not be deemed a waiver of remedies as to subsequent performance or installments. If any term or provision of this Purchase Order or its application shall be held unenforceable, the remainder of this contract shall not be affected. Notwithstanding, Buyer at any time shall have the right to make changes in this Purchase Order, including without limitation changes to drawings, designs, or specification; quantity, method of shipment or packing; delivery schedule or place of delivery, and work schedule, shifts, starting time and starting date. If any such change causes an increase or decrease in the cost of goods or services, or the time required for the performance of, any work under this Purchase Order, Seller shall make a request in writing for an equitable adjustment within five (5) business days of such change, and Buyer shall either make an equitable adjustment in the contract price or delivery schedule, or both, or shall withdraw such change, and this Purchase Order shall be modified in writing accordingly. If Seller shall fail to make a request for an equitable adjustment within five (5) business days, such right shall be waived. Nothing in this section, including any disagreement with the Buyer as to any claimed adjustment, shall excuse Seller from proceeding with this Purchase Order as changed.

14. Seller agrees and warrants that goods shipped to Buyer under this contract will be produced in compliance with all applicable requirements of the Fair Labor Standards Act, as amended, and of regulations and orders issued thereunder. The seller (lessee, subcontractor, etc.) agrees, in connection with the performance of work under this Purchase Order (lease, contract, etc.), not to discriminate against any employee or applicant for employment because of race, creed, color, religion, gender, age, national origin, disability, veteran status, or on the basis of any other legally protected characteristic. The Seller, also agrees to comply with the applicable provisions of any federal or state law and all executive orders, rules and regulations issued thereunder, whether now or hereafter in force; and any provisions, representations, or agreements required thereby to be included in the contract resulting from acceptance of this Purchase Order are hereby incorporated by reference, including without limitation to provisions of Section 202 of Executive Order 11246, the provisions of the Rehabilitation Act of 1973, as amended, and the provisions of Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended.

15. In the event that any goods or services purchased under this Purchase Order require the services or goods of a contractor engaged by Seller or a supervisor, engineer, employee or other employee or agent connected with Seller, and Seller agrees to furnish the same, either with or without charge, such third party, contractor, supervisor, engineer or other employee or agent performing such services shall not be deemed to be the agent, partner, subcontractor, joint venturer, representative or employee of Buyer, and Seller shall take full responsibility for the same.

16. The remedies herein shall be cumulative and additional to any other or further remedies provided in law or equity. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breach, or of such provision. Failure of Buyer to exercise its rights or remedies with respect to any installment or part performance shall not be deemed a waiver of remedies as to subsequent performance or installments.

17. (a) Ownership of and title to all goods purchased by Buyer from Seller shall pass to Buyer upon delivery thereof to Buyer at its place of business or upon Buyer picking up or taking delivery of the goods at Seller's place of business.



(b) All risks of damage to or loss, destruction or deterioration of the goods supplied hereunder shall be borne by Seller until such goods shall have been delivered to the Buyer at the place specified on the face page hereof, it being hereby agreed that it shall be Seller's responsibility to insure against such risk until the time of the delivery of the goods to Buyer as aforesaid

17. Time of delivery shall be of the essence of this Purchase Order. If any goods are not delivered or services not performed within the time specified in this Purchase Order or within a reasonable time if no time is so specified, Buyer may refuse to accept such goods or services and cancel this Purchase Order and shall be relieved of all liability for any undelivered goods or unperformed services, or Buyer may cause the goods to be shipped or the services to be performed by the most expeditious means. Any additional transportation charges in excess of those which would apply for the usual means of transportation shall be for the account of Seller. Risk of loss or damage in transit, or by deviation in specified route, noncompliance with instructions or improper description of the goods or services, excess transportation charges and insurance costs not specified otherwise will be for the account of Seller. The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by the Uniform Commercial Code, by law, any applicable statute, at equity, if applicable or under this Purchase Order.

18. Anyone performing work or a specific service on Buyer's site must procure and maintain the insurance, acceptable to Buyer, with minimum limits as listed below. Prior to any work commencing under this contract, Buyer must be provided a Certificate of Insurance proving that the following insurance is in force:

Minimum Comprehensive General Liability Coverage of US \$2,000,000 or equivalent in local currency.

Minimum Business Automobile Liability Coverage of US \$1,000,000 per accident or equivalent in local currency.

Evidence of statutory Worker's Compensation coverage and Employers Liability Insurance of US \$1,000,000 or equivalent in local currency including USL&H coverage if required as a result of the contractor working on a facility dock or equivalent in other jurisdictions.

Evidence of Excess Umbrella Liability coverage with a limit of not less than \$5,000,000 per occurrence and aggregate, if applicable.

The following additional language will be included on the certificates: **"Pilkington North America, Inc. and or its subsidiaries and affiliates as their interests may appear as Buyer is an Additional Insured (except for workers compensation) on a primary and noncontributory basis, and coverages shall provide a waiver of subrogation but only with respect to liability arising out of our operations under this contract."** Each certificate shall be endorsed to provide that Buyer shall receive thirty (30) days advance notice prior to cancellation or any material change. The specific Buyer facility name and address must also appear on the certificate, and insurance agents or brokers should mail the certificate to the proper facility. The obligation of Seller to carry such insurance shall not limit in any way Seller's liability and its obligation to indemnify Buyer as provided for in this contract. Risk that ordered goods or services may be lost, damaged, defective or delayed shall be upon Seller until the same are actually received, tested and inspected by Buyer. Buyer shall not be liable for any federal, state, or local taxes, duties, customs, or assessments in connection with the sale, purchase, transportation, use or possession of the goods or services ordered hereunder, except those expressly set forth herein. Seller is responsible for obtaining any business or professional license necessary for performance of this Purchase Order

19. It is expressly understood and acknowledged by Seller that Buyer has a policy of "zero tolerance" when it comes to corruption and bribery. Seller hereby undertakes to refrain from any and all actions that might constitute a violation of any applicable international, national or local anti-bribery laws. It is expressly consented to by Seller that no financial contributions will be made to, and no other thing of value whatsoever will be given to, any state officials or representatives, state employees, officials or employees of any national or local authority, employees or representatives of any undertaking, company or enterprise, irrespective of whether operated or owned or financed by private or public entities or funds, in connection with the pursuance or fulfillment of Seller's obligations under this contract. Seller expressly confirms that it will render the goods or services related to this contract in full compliance with all applicable laws. In addition, Seller will comply with Buyer's Supplier Code of Conduct with which Seller confirms it is familiar and of which it has full knowledge. The parties acknowledge and agree that any breach of the compliance-related representations set out in this contract is deemed a material breach of contract entitling Buyer to terminate this contract at any time and with immediate effect, without any obligation to pay any outstanding fees or make any other payment.

20. The following provisions shall apply in the event that the Buyer makes "Personal Data" available to the Seller which refers to information relating to an identified or identifiable individual made available by the Buyer, its personnel or any other individual to the Seller in connection with an agreement between the Buyer and Seller. (a) Seller is responsible for complying with any obligations applying to the Seller under applicable U.S. data privacy laws and regulations. (b) Seller will not request Personal Data beyond what is necessary to fulfill the purpose(s) for which it is requested. The purpose(s) for requesting Personal Data shall be reasonable. Buyer and Seller will agree in advance as to the type of Personal Data which is required to be made available. (c) Seller acknowledges that the Buyer is solely responsible for determining and communicating to the Seller the appropriate technological, physical and organizational security measures required to protect Personal Data. (d) Seller will ensure that Personal Data is protected in accordance with the security safeguards communicated by the Buyer. (e) Seller will ensure that any third party to whom Personal Data is transferred is bound by the applicable terms of these provisions. (f) Seller agrees that Personal Data will only be used, accessed, managed, transferred or disclosed to third parties with the prior written consent of Seller, and will only be processed to fulfill the purpose(s) for which it was made available. (g) Seller will promptly return to Buyer or destroy all Personal Data which is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed by the Buyer, its personnel or any other individual or required by law.

21. This Purchase Order and respective rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the state in which the goods are delivered or the services are performed. **THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND SELLER AND BUYER HEREBY DISCLAIM THE SAME.**

22. If any provisions hereof shall be found or deemed to be illegal or invalid, the remainder of this Purchase Order shall not be affected thereby.

INSTRUCTION CODES

"This Purchase Order Has Been Cancelled" – will be printed when the entire Purchase Order has been cancelled.



"Deleted" - Designates line item is deleted. "Deleted" will be printed next to the line number.

SALES & USE TAX CODES

- A. Subject to state or use tax, including local tax where applicable. Add tax as separate item on your invoice.
- B. Subject to North Carolina sales tax at the mill machinery rate, purchases covered by this Purchase Order for use as mill machinery or mill machinery parts and accessories. Add tax as separate item on our invoice.
- C. Subject to North Carolina Motor Vehicle Sales tax rate, purchases covered by this Purchase Order are considered motor vehicles. Add tax as separate item on your invoice.
- D. Do not bill sales or use tax. We have a direct pay permit issues by the Department of Taxation and will pay tax on taxable items directly to the State.*
- E. Not subject to state or local sales or use tax. Purchases covered by this Purchase Order are for resale.
- F. Not subject to state or local sales or use tax. Purchases covered by this Purchase Order will enter into or become an ingredient or component part of the product for sale.
- G. Not subject to state or local sales or use tax. Purchases covered by this Purchase Order are for use or consumption in industrial processing.
- H. Not subject to state or local sales or use tax. Purchases covered by this Purchase Order are for other reasons.

*Laurinburg, NC facility has certificate of authority to buy tangible personal property subject to sales and use tax without payment of tax vendors.

Exempt to vendor from Ohio sales tax under Direct Pay Permit 98002317.

Direct pay permits not applicable to construction contracts covering real property.

**Pilkington North America, Inc.
811 Madison Ave., P.O. Box 799
Toledo, Ohio 43697-0799**

Signature: _____