


Purchase Order					
Lydall Performance Materials India LLP (formerly known as Interface Performance Materials India LLP) 335 Udyog Vihar Phase IV Gurgaon Haryana, 122015, India		Purchase Order		DATED	
To,		LPM_RM_20-21_033		25.11.2020	
Sterling Fiber INC 5005 Sterling Way Pace FL 32571, USA		GSTIN		MODE OF PAYMENT: As agreed	
		06AAGFI4514B1ZX		PAN No.	
				AAGFI4514B	
Delivery Address: Lydall Performance Materials India LLP Mandkola Road Village Atta Sohna, NUH, Distt. Mewat (Haryana) 122103 India		Payment Terms: 100% Advance. By Cheque/Inter bank Transfer			
S.No.	Description	Qty	U/m	Rate	Total Amount
1	CTF 525 Fiber	227	Kg	\$14.00	\$3,178.00
Order Notes: Payment Terms:- 100% Advance. Insurance:- Excluded Freight :- Excluded.					
Purchasing Agent: (Authorised Signatory)				Total	\$3,178.00

For Lydall Performance Materials India LLP



Authorized Signatory

ANY AND ALL GOODS, MATERIALS SERVICES. LABOR AND ALL OTHER WORK PROVIDED PURSUANT TO THIS PURCHASE ORDER ARE GOVERNED BY AND SUBJECT TO INTERFACE'S MINIMUM STANDARD TERMS WHICH ARE ATTACHED AND MADE PART OF THIS PURCHASE ORDER BY REFERENCE THERETO. ANY AND ALL CORRESPONDENCE RELATING TO THE ITEMS WHICH ARE SUBJECT OF THE AGREEMENT BETWEEN INTERFACE SOLUTIONS AND SELLER MUST INCLUDE A PURCHASE ORDER NUMBER AND A PURCHASE ORDER LINE NUMBER, INTERFACE SOLUTIONS' MATERIAL SPECIFICATIONS NUMBER, AND A SHIP DATE. THIS INCLUDES ALL THE INVOICES, ACKNOWLEDGEMENTS, SHIPMENT NOTICES, RECEIPTS, ETC. BILL OF LADING MUST ACCOMPANY ALL SHIPMENTS. EACH ORDER SHALL BE PACKED SEPARATELY FOR DELIVERY AND INCLUDE A CERTIFICATE OF ANALYSIS WHEN REQUIRED AND A PACKING SLIP SHOWING BUYER'S PURCHASE ORDER NUMBER AND PURCHASE ORDER LINE NUMBER, INTERFACE PERFORMANCE MATERIALS INC. SPECIFICATION NUMBER(S), ITEM DESCRIPTION(S), QUANTITIES ORDERED AND DELIVERED, AUTHORIZED SUBSTITUTIONS, AND OTHER CORRECT MARKINGS AS REQUIRED. NO EXCEPTIONS OR DEVIATIONS ARE ALLOWED FROM THE ITEMS WHICH ARE DOCUMENTED ON THE PURCHASE ORDER EXCEPT WITH THE WRITTEN APPROVAL OF THE BUYER'S PURCHASING AGENT.

TERMS AND CONDITIONS OF SALE

1. No modification of the conditions hereof shall be effective unless made in writing and signed by both parties. Acknowledgment by the Seller on standard forms or in any other fashion which contains terms and conditions differing from those set forth herein, shall not indicate any intention or agreement by the Purchaser to vary, add to, or detract from the terms and conditions herein. No increase in the purchase price shall be effective unless authorized in supplemental purchase order issued by Purchaser's purchasing agent.

2. Purchaser shall have the right to delay payment to Seller, without loss of discount, if any, and without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

3. Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof, or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on in writing to the other party.

4. Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof are and shall be free and clear of infringement of any patent and that Seller will, at its own expense, if notified by Purchaser, defend or compromise any and all claims, actions or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify, Purchaser against all losses. Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the conditions of service required and specified; and that the items purchased hereunder shall be free from defects in material and workmanship and design (unless designed by Purchaser) and shall be fit for the purposes intended. Seller expressly warrants that all goods and work covered by this order shall conform to the specifications, drawings, samples or other description furnished Purchaser; shall be free from defects in materials, workmanship and design (unless designed by Purchaser); shall be fit for the purposes intended; and shall conform with applicable governmental standards, rules and regulations, if any, Seller will, without expense to Purchaser, repair or replace, at Purchaser's option, any nonconforming or defective goods and reimburse Purchaser for all reasonable costs incurred by Purchaser as the direct result of such nonconforming or defective goods. Seller specifically agrees to indemnify, defend and save Purchaser harmless from and against all demands, claims, suits, and expenses for personal injury, property damage, or otherwise arising out of an alleged defect in the goods or services.

5. Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis, and shall be listed separately from the equipment furnished. If equipment Installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

6. If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the person and property of others on or near the premises. Seller further agrees that it carries and will continue to carry the following insurance with limits adequate to insure against all reasonably foreseeable injury or damage to the persons and property hereinabove set forth for which Seller might be held fully or partially liable: workers' compensation insurance, public liability insurance and in the event Seller employs a subcontractor, protective liability insurance.

7. In the event that property of Purchaser comes into Seller possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

8. Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefore in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

9. Equal Opportunity in Employment applicable to all nonexempt purchase orders exceeding \$10,000: The Equal Employment Opportunity Clause, Section 202, Paragraphs 1 through 7 of Executive Order 11246, as amended, is incorporated herein by reference. Applicable to all nonexempt purchase orders exceeding \$2,500: The Affirmative Action Clause regarding handicapped workers, 41 CFR 60-741 .4, and the Disabled and Vietnam Era Veterans Affirmative Act Clause of 41 CFR 60-250.4, are incorporated herein by reference. For failure to comply Purchaser reserves the right to cancel, in whole or in part, the commitment for materials or services described in this purchased order.

10. The seller warrants and agrees that all materials furnished hereunder do not contain listed or otherwise regulated chemicals, in excess of threshold concentrations, as defined in both candidate and consultation lists and established regulations of REACH - SVHC (Registration, Evaluation, Authorization, and Restriction of Chemicals - Substances of Very High Concern); IMDS (International Material Data System); GADSL (Global Automotive Declarable Substances List); and CEPA (Canadian Environmental Protection Act). Further, the Seller warrants and agrees that all materials sold under this purchase order comply with the Environmental Policy of the Buyer. Seller further warrants and agrees that it shall notify Purchaser prior to any change being made in manufacturing location, process, or ingredients used for production of the materials.

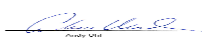
By acceptance of this purchase order, Seller certifies that it does not maintain or provide for employees any facilities that are segregated on the basis of race, color, religion or national origin in violation of the Equal Employment Opportunity Provisions of Executive Order 11246, as amended.

Seller must comply with the Fair Labor Standards Act of 1938, as amended, and orders and regulations promulgated hereunder; and Seller agrees that the furnishing of goods or services, and invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

"Lydall Performance Materials is committed to delivering defect-free products and services to our internal and external customers on time while focusing on continually improving our quality systems."

Date:
01/09/2019


VP Production


VP Production

For Lydall Performance Materials India LLP


Authorized Signatory