

CONDITIONS OF PURCHASE

- (1) ACCEPTANCE: This order must be accepted as issued to vendor. No other document containing terms or conditions other than those specified herein, written by seller to purchaser shall be binding unless signed by the person who signed this purchase order and returned to seller. In the absence of such a document as described above, all deliveries of goods and/or services must conform to the terms, conditions and specifications of this purchase order. No charges of any kind will be allowed unless purchaser consents in writing.
- (2) DELIVER: The time or times of delivery specified in this order are of the essence. Goods must be delivered as required on the face of this order unless requested by or agreed to by purchaser.
- (3) QUALITY: If no quality is specified on this purchase order, the goods delivered must be of commercial quality.
- (4) QUANTITY: Unless specifically stated on this order, purchaser will not accept any deviation in order quantity. Any change in order quantity must have written approval by purchaser to seller. Back orders will not be accepted without prior approval.
- (5) APPROVAL OF GOODS: Purchaser reserves the right to inspect and approve or reject goods within a reasonable time after delivery. Rejected goods may be returned to seller at seller's expense and are not to be replaced without a new order from the purchaser. Acceptance does not waive purchaser's right to assert a breach of warranty or other claim.
- (6) INVOICES: All invoices to purchaser must be in duplicate and contain purchaser's order number, part number, description of goods, unit cost and total cost. Terms and charges of invoice must be the same as terms and charges of this order unless modified in writing by the purchaser upon seller's request.
- (7) EQUAL EMPLOYMENT OPPORTUNITY: Seller agrees to comply with the provisions set forth in the Equal Employment Opportunity clause in Section 202 of Executive Order No. 11246, as amended, relative to Equal Employment Opportunity and the implementing rules and regulations of the Office of Federal Contract Compliance.
- (8) TRANSPORTATION: Unless otherwise specified, shipper must forward by most direct route and over routes taking through rates. Excessive or additional charges caused by the seller misrouting or splitting shipments without the purchaser's approval will be charged against the seller. Title to, and risk of loss, passes from Seller to Buyer upon delivery of product.
- (9) WARRANTY: Seller warrants that goods furnished under this order (A) do not infringe on any United States or Canadian patent, (B) comply with the regulations and standards issued under the Occupational Safety and Health Act of 1970 in effect at the time of deliver, (C) comply with all applicable Federal, State and Local laws, regulations and orders, (D) are free from defects in title, labor, material or fabrication, (E) conform to specifications, drawings, samples or other descriptions given, (F) are suitable for the purpose intended, (G) are of merchantable quality, (H) are of seller's design, are free from defects in design. Except for the continuing warranty of title if there is any breach of the warranties stated in items (D) - (H) herein within one year of deliver, or such longer period as may be specified in seller's applicable warranty terms in effect on the date of purchase, seller agrees to repair or replace any defective or non conforming item at no cost whatsoever to purchaser. Notice of breach of warranty shall be sufficient if given in writing to seller within ninety (90) days of discovery of such breach. Seller agrees to defend, indemnify and hold harmless purchaser from a liability expense or damage arising from any breach of warranty given by seller to purchaser, whether express or implied. In addition, if the breach is material in purchaser's judgment, purchaser may cancel and at seller's expense return all goods to seller for full credit. All Warranties and remedies stated herein are cumulative and in addition to any other remedies and warranties provided by law.
- (10) INSURANCE: Seller must carry insurance protection sufficient to meet all the liabilities that are mentioned herein and will furnish proof to purchaser upon request.
- (11) CANCELLATION: Purchaser reserves the right to cancel this order either in whole or in part prior to shipment by seller. Cancellation must be in writing by purchaser and received by seller prior to shipment. Purchaser will be liable only for goods received before cancellation. No cancellation charges may be issued against this purchase order.
- (12) INDEMNIFICATION: Seller agrees to indemnify, defend and hold harmless purchaser from and against, liabilities, claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the sellers delivery of products or services included in this purchase order provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, injury, death or destruction of tangible property caused by acts or omissions of seller or anyone for whose acts they may be liable, regardless of whether or not such claim, loss or expense is caused in part by buyer.