PURCHASE ORDER TERMS AND CONDITIONS

Acceptance – Agreement Seller’s commencement of work on the goods subject to this purchase order or shipment of such goods, whichever occurs first shall be deemed an effective mode of acceptance of this purchase order. Any acceptance of this purchase order is limited to acceptance of the express terms contained hereon. Any additional or different terms or any attempt by Seller to vary in any degree any of the terms of this offer in Seller’s acceptance, is hereby objected to and rejected. Such proposals shall not operate as a rejection of this offer unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods, but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller, without said additional or different terms. If this purchase order shall be deemed an acceptance of a prior offer by Seller, any such acceptance is expressly limited to the face and on the back hereof. Additional or different terms or any attempt by Seller to vary in any degree any of the terms of this purchase order shall not operate as a rejection of the Seller’s offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.

Termination for Convenience of Purchaser Purchaser reserves the right to terminate this order or any part hereof for its sole convenience. In the event of such termination Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination plus actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Seller’s suppliers or subcontractors which Seller could reasonably have avoided. Seller shall not unreasonably anticipate the requirements of this order.

Termination for Cause Purchaser may also terminate this order or any part hereof for cause in the event of any default by the vendor, or if the vendor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective or which do not confirm to this order, and failure to provide Purchaser, upon request with adequate assurances of future performance shall all be causes allowing Purchaser to terminate this order for cause. In the event of termination for cause, Purchaser shall not be liable to Seller for any amount and Seller shall be liable to Purchaser for any such additional charges or costs, at an increased or decreased in the cost or the time required for the performance, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph.

Proprietary Information – Confidentiality – Advertising Seller shall consider all information furnished by Purchaser to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this contract, unless Seller obtains written permission from Purchaser to do so. This paragraph shall apply to drawings, specification, or other documents prepared by Seller for Purchaser in connection with this order. Seller shall not advertise or publish the fact that Purchaser has contracted to purchase goods from Seller, nor shall any information relating to the order, or the goods purchased or purchased hereunder be disclosed to the public either in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Purchaser, shall be deemed secret or confidential and Seller shall have no rights against Purchaser with respect thereto except such rights as may exist under patent laws, Seller recognizes that Purchaser’s employees have no authority to accept any information in confidence.

Warranty Seller expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Seller warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be properly packaged, marked and labeled. Seller warrants that all goods or services furnished thereunder will be merchantable and will be safe and appropriate for the purpose for which goods or services of the kind are normally used. If Seller knows or has reason to know the particular purpose for which Purchaser intends to use the goods or services Seller warrants that goods or services furnished will conform in all respect to samples. Inspection, test acceptance or use of the goods or services furnished hereunder shall not affect the Seller’s obligation under this warranty, and such warranties shall survive the completion of the goods furnished hereunder. Any goods or services which Purchaser shall require shall be repaired or replaced at Seller’s expense and, so far as such defects are due to the negligence of Seller or its employees, without costs or expenses (including attorney’s fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder or from any act or omission of Seller, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller.

Changes Purchaser shall have the right at any time to make changes in drawings, design, specifications, materials, packaging, transportation and method of transportation. If any such changes cause an increase or decrease in the cost or the time required for the performance, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. Purchaser reserves the right to require replacement as well as payment of damages. Nothing contained in this purchase order shall relieve Seller from the obligation of testing, inspection and quality control.

Entire Agreement This purchase order and any documents referred to one the face hereof constitute the entire agreement between the parties.

Assignment and Subcontracting No part of this order may be assigned or subcontracted without the prior written approval of Purchaser.

Set off All claims for money due or to become due from Purchaser shall be subject to deduction or set off by the purchaser by reason of any counterclaim arising out of this or any other transaction with Seller.

Inspection/Testing Payment for the goods delivered hereunder shall not constitute acceptance thereof. Purchaser shall have the right to inspect such goods and to reject any or all said goods, which are in Purchaser’s judgement defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for herein, may be returned to Seller at its expense and in addition to Purchaser’s other rights. Purchaser may charge Seller all expenses of unpacking, examining, repackaging and restocking such goods. In the event Purchaser receives goods whose defects or nonconformity are not discovered and as a result of which Purchaser is required to expend additional expense or extra, or to make any alteration or change of the kind, for any loss or damage arising out of or in the connection with or resulting from this agreement or as payment of damages. Nothing contained in this purchase order shall relieve Seller from the obligation of testing, inspection and quality control.

Warranty Purchaser’s failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege of Purchaser’s waiver of any breach hereunder shall not thereafter waive any other terms, conditions or privileges, whether of the same or similar type.

Delivery Time is of the essence of this contract and if delivery of items or rendering of services is not completed by the time promised, Purchaser reserves the right without liability in addition to its other rights and remedies to terminate this contract by notice, effective when received by Seller, as to items not yet shipped and services not yet rendered, and to purchase substitute items or services elsewhere and charge Seller with any loss incurred.

Limitation on Purchaser’s Liability – Statute of Limitations In no event shall Purchaser be liable for anticipated profits or for incidental or consequential damages. Purchaser’s liability on any claim of any kind, for any loss or damage arising out of or in connection with or resulting from this agreement or from the performance or breach thereof, shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. Purchaser shall not be liable for penalties of any description. Any action resulting from any breach on the part of Purchaser as to the goods or services delivered hereunder must be commenced within one year after the cause of action has accrued.

Federal Contracts Suppliers and subcontractors for Federal Contracts in excess of $10,000 are subject to affirmative action and equal employment opportunity requirements. Failure to meet these requirements (Executive Order 11246, as amended; Section 503 of the Rehabilitation Act, as amended; Vietnam Era Veteran’s Readjustment Act of 1974, as amended (VEVRRA) may subject order to cancellation without damages. Additional information can be obtained from the U.S. Department of Labor.