

PURCHASE ORDER TERMS & CONDITIONS

This order is subject to all of the terms and conditions herein each of which the seller agrees to by acceptance of this order. Only such terms and conditions shall constitute the agreement between the parties. The following terms and conditions apply to this purchase order.

1. **Agreement** - By shipping the goods ordered hereby or acknowledging receipt hereof or performing the work requested hereby Seller agrees to the terms and conditions set forth herein and in any attachments hereto, none of which may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Buyer and delivered to Seller. Any different or additional items in Seller's acceptance of this order are hereby rejected, notwithstanding any terms or conditions that may be contained in any acknowledgement, invoice or other document of Seller and notwithstanding Buyer's act of accepting or paying for any shipment or similar act of Buyer. If this offer shall be deemed an acceptance of a prior offer by Seller, such acceptance is expressly conditioned on Seller's written assent to any additional or different terms contained herein.
2. **Warranty** - Seller expressly warrants that all materials and articles covered by this order or other description or specification furnished by Buyer will be in exact accordance with such order, description or specification and free from defects in material and/or workmanship, and merchantable. Such warranty shall survive any inspection, delivery, acceptance, or payment by Buyer of said materials or articles, and Buyer reserves the right to cancel this order, without liability to Seller, for breach of such warranty. Any deviations from this order or specifications furnished hereunder, or any other exceptions or alterations, must be approved in writing by Buyer.
3. **Shipment** - Shipments shall be made in accordance with Buyer's shipping instructions which are subject to revision with respect to undelivered quantities. Buyer reserves the right to cancel all or any part of the undelivered portion of this order if Seller does not make deliveries as specified or if Seller breaches any of the terms hereof. Any unauthorized quantity is subject to rejection, and such goods will be held at Seller's risk and may be returned at Seller's expense. Seller shall advise Buyer immediately of any shortage or delay in shipment. Time is of the essence of this order.
4. **Invoices; Packages** - Invoices, shipping notices and test reports must be rendered in duplicate together with original bills of lading or express receipts not later than the day following shipment. Each package shall be numbered and labeled with Buyer's order number, code number shown in each caption, and contents, and shall contain an itemized packing slip. Buyer's order number and code number shown in each caption must appear on invoices and shipping notices.
5. **Inspection** - Delivery shall not be deemed to be complete until, and goods will be received subject to, Buyer's inspection and acceptance at destination, notwithstanding any agreement to pay freight, express or other transportation charges, and risk of loss or damage in transit shall be on Seller. Defective goods or goods not in accordance with Buyer's specifications may be rejected by Buyer, and Buyer, at its option (without prejudice to any other legal remedy), may hold such goods at Seller's risk or return same to Seller at the Latter's risk and/or expense. If inspection discloses that part of the goods received are not in accordance with Buyer's specifications, Buyer shall have the right to cancel any unshipped portion of this order. Defects are not waived by acceptance of or payment for the goods or by failure to notify Seller thereof. Seller and Buyer each agrees to cooperate with the other if either party desires to file a claim against a third party for any loss of or damage to the goods in transit.
6. **Price** - Prices recorded in this order are not subject to increase. If Seller's quoted prices for the goods covered by this order and reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) at time of any shipment, Seller agrees that the price to the Buyer for such goods will be reduced accordingly, and that Buyer will be billed at such reduced prices. If price is not stated in this order, it is agreed that the goods shall be billed at the price last quoted, or billed at the prevailing market price, whichever is lower. This order must not be filled at a price higher than last quoted or charged without Buyer's specific authorization. Seller represents that the prices and terms of purchase and any allowances available shall be in full compliance with the Robinson Patman Act.
7. **Extra Charges** - No additional charges of any kind, including charges for boxing, burlapping, packing, cartage, storage, insurance or other extras will be allowed unless specifically agreed to in writing in advance by Buyer.
8. **Cancellation** - Buyer reserves the right to any time and from time to time without cause to cancel all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect Buyer's right to terminate this purchase order for default of Seller.

