

GENERAL TERMS AND CONDITIONS

1. **ORDERS AND ACCEPTANCE** - This order constitutes the offer of the Buyer to Seller subject to the terms, conditions, and instructions stated herein. Acceptance of this order can be made by acknowledging and agreeing to the terms and conditions set forth in this offer. Any terms and conditions proposed by the Seller that are additional to or inconsistent with the Buyer's terms and conditions shall be void, unless specifically agreed to by the Buyer in writing signed by an authorized representative.
2. **SHIPPING NOTICES** - Send advice of shipment, including original bill of lading and other memorandum, as soon as the material or articles are forwarded pursuant to this purchase order, giving current purchase order number and marking instructions, description of materials or articles and, if shipment is made by rail, car initials, number and routing.
3. **DELIVERY** - Delivery must be effected within the time stated in the purchase order, otherwise the Buyer (a) may extend the time for the delivery, or (b) may cancel this purchase order. The Seller shall reimburse the Buyer for any additional cost incurred by the Buyer if the Buyer shall purchase elsewhere in case of cancellation. However, deliveries of material specified in this order or furnished hereunder shall be subject to delays and disabilities occasioned by strikes, lockouts, or other labor troubles, accidents, insufficient transportation facilities, or any other cause beyond reasonable control of the Seller.
4. **INSPECTION AND ACCEPTANCE** - All material shall be received subject to Buyer's inspection and rejection. Defective material or material not in accordance with the Buyer's specifications, will be held for Seller's instruction and at Seller's risk and if the Seller so directs, return it at the Seller's expense. No goods returned as defective shall be replaced without a new order and schedule. Payment for material on this order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects. Buyer reserves the right to inspect material or equipment covered by this order at Seller's plant or any other facility where work under this order is being performed at any stage in the process of manufacture without waiving the right of subsequent rejection on account of undiscovered or latent defects.
5. **WARRANTY** - Seller warrants that all the material and the work covered by this order will conform to the specifications, drawings, samples, or other descriptions furnished or specified by Buyer, and will be merchantable, of good material and workmanship and free from defect. Seller expressly warrants that all of the material covered by this order which is the product of Seller or is in accordance with the Seller's specifications will be fit and sufficient for the purpose intended.
6. **QUANTITY** - The quantity of material or articles specified in this purchase order must not be exceeded without the Buyer's permission in writing having first been obtained.
7. **INDEMNITY** - The Seller shall indemnify and save Buyer harmless against liability incurred by Buyer as a result of bodily injury or property damage to the extent that such liability arises in connection with the goods or services furnished by the Seller hereunder, but the Seller shall not indemnify the Buyer with respect to any liability caused solely by the Buyer's negligence.
8. **PATENTS** - By accepting this order, the Seller agrees to defend, protect, and save harmless the Buyer, its successors, assigns, customers, and users of its products, against all suits at law or in equity, and from all damages, claims and demands, for actual or alleged infringement of any United States or foreign patent or copyright by reason of the user or sales of all material ordered.
9. **LIENS** - All material or articles delivered and work performed under this purchase order shall be free all liens and if the Buyer requests a proper release of all liens or satisfactory evidence of freedom from liens will be delivered to the Buyer.
10. **ASSIGNMENTS** - Our purchase order shall not be assigned in whole or in part without written permission of the Buyer.
11. **ADVERTISING** - Seller shall not, without first obtaining the written consent of the Buyer, in any manner, advertise or publish the fact that the Seller has contracted to furnish the Buyer the material herein ordered, and for the failure to observe this provision, Buyer shall have the right to terminate the order without any obligations to accept deliveries after the date of termination, or make further payments except for completed articles delivered prior to the termination.
12. **MODIFICATIONS** - No modification of this order shall be binding, nor shall materials other than those specified be substituted, unless the Buyer consents in writing.
13. **TAXES** - Unless otherwise provided herein, any applicable taxes will be for the Seller's account. Unless otherwise indicated the order price as set forth herein shall include any and all Federal, State, and local taxes applicable to the manufacture, sale, or disposition of the completed items and the subsidiary items incorporated therein.
14. **GENERAL LABOR LAWS** - It is a condition of all agreements of purchase entered into by the Buyer that the Seller will comply with all of the provisions of the applicable Federal, State, and local laws, and of all the rules and regulations issued thereunder in the manufacture or production and sale of the goods specified in this order.
15. **EXCEPTIONS AND INCONSISTENCIES** - Exceptions or inconsistencies contained in any printed form used by the Seller will not be accepted by the Buyer. Unless the Seller advises the buyer in writing by return mail of any exceptions to the terms and conditions of this contract, the Buyer's terms and conditions shall be deemed to have been accepted by the Seller and to be the conditions of sale for this contract.