



## 1. THE CONTRACT DOCUMENTS

- 1.1 This Purchase Order issued together with any other documents which Buyer has included as part of the Purchase Order, shall be the Buyer's offer to purchase items from Seller, subject to these terms and conditions; and shall be the sole and complete contract between the Buyer and Seller with respect to the items ordered and supersedes all prior oral and written understandings.
- 1.2 Acceptance of the Purchase Order shall be conditioned on Seller's assent to the terms and conditions stated herein. No additional terms or modifications to the Purchase Order proposed by Seller in any acknowledgement, sales order, or other form of communication shall be binding on Buyer unless expressly authorized herein or unless Buyer expressly assents thereto in writing. Buyer's failure to object to provisions contained in any communication from Seller shall not be deemed a waiver of the provisions hereof or an approval of the terms therein.
- 1.3 Seller shall be deemed to have accepted this order on the terms herein upon commencement of performance.

## 2. DELIVERY

- 2.1 Delivery terms shall be F. O. B. Destination, Freight Prepaid unless specified otherwise in the Purchase Order. No additional charges shall be allowed for boxing or crating.
- 2.2 Delivery of purchases in good condition will be Seller's responsibility. Goods are subject to inspection and return if found inferior to specifications or reasonable standard quality.
- 2.3 No delay in receipt of replacement items will be contingent upon claim adjustment by carrier.
- 2.4 Seller should keep Buyer advised of the status of orders. If delays in delivery are foreseen, written notice shall be given to the Buyer representative listed on the face of the Purchase Order, who will consider an extension request. Failure to notify Buyer shall be at Seller's risk.
- 2.5 Buyer will not in any manner be responsible for substitutions or for goods delivered or services rendered without written authorization.
- 2.6 In the event that all the equipment listed on the face of this Purchase Order is not delivered and accepted by Buyer on or before the "Required Date" indicated, the Seller shall pay to the Buyer damages equal to (a) all costs incurred by the Buyer which is directly due to the delay in delivery (b) the difference in price between the equipment to be delivered hereunder and equivalent substitute equipment, plus (c) the monetary sum equal to 5% of the dollar value of the equipment, representing compensation for the lost time and use between the Seller's default and the delivery to Buyer of substituted equipment.
- 2.7 Seller shall not be liable for delays in delivery due to causes that Seller can adequately demonstrate are beyond Seller's reasonable control and without Seller's fault or negligence, including without limitation acts of God, labor disputes, strikes, and riots, provided Seller exercises due diligence in promptly notifying Buyer of conditions that will result in delay.

## 3. INVOICING

- 3.1 The Purchase Order number must appear on all invoices, bills of lading, packages, packing lists and correspondence.
- 3.2 Seller shall not fill order at prices higher than those shown on the front side of the Purchase Order.
- 3.3 No invoices shall be issued nor payments made prior to delivery unless authorized by the Buyer in writing.
- 3.4 Within twenty-four hours after shipment of any products pursuant to this Order, Seller shall mail to Buyer a separate invoice for each Order in duplicate.

- 3.5 Unless freight and other charges are itemized, any discount will be taken on the full amount of invoices. All payments are subject to adjustment for shortage or rejection.

- 3.6 Invoices shall indicate the Purchase Order number, shall be itemized and shall list transportation charges, if any, separately.

## 4. CHANGES/CANCELLATION

- 4.1 Buyer reserves the right to make reasonable changes by altering, adding to, or deducting from the items ordered. The value of any such change shall be determined in the same manner as for the specified items on the Purchase Order, or on such other basis as the Buyer and Seller may agree.
- 4.2 Buyer reserves the right to cancel all or any portion of the Purchase Order prior to receipt of the items; provided Buyer pays Seller's reasonable costs (excluding lost profit) resulting from such cancellation.

## 5. WARRANTY

- 5.1 The Seller shall warranty items for a period of at least one year from acceptance of the items.
- 5.2 The Seller warrants and represents that all goods sold the Buyer under the contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions, to any samples furnished by the Seller, to the terms, covenants and conditions of the Purchase Order, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards.
- 5.3 If during the warranty period, one or more of the above warranties are breached, the Seller shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the Buyer's option and at no additional cost to the Buyer. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Seller.
- 5.4 With respect to Services, the Seller warrants and represents that all services provided the Buyer under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations. If during the warranty period, one or more of the above warranties are breached, the Seller shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the Buyer. All costs incidental to such additional performance shall be borne by the Seller.
- 5.5 The Seller may not limit, exclude or disclaim the foregoing warranties or any warranty implied by law; and any attempt to do so shall be without force or effect.
- 5.6 If the Seller is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Seller shall transfer and assign such manufacturer's warranty to the Buyer. If for any reason the manufacturer's warranty cannot be fully transferred to the Buyer, the Seller shall assist and cooperate with the Buyer to the fullest extent to enforce such manufacturer's warranty for the benefit of the Buyer.
- 5.7 If the Seller is unable or unwilling to deliver goods or perform services in accordance with the Buyer's terms of the Contract, then in addition to any other available remedy, the Buyer may reduce the amount of the Contract from the Seller, and purchase conforming goods or services from other sources. In such event, the Seller shall pay to the Buyer upon demand the increased cost, if any, incurred by the Buyer to procure such goods or services from another source.