

TERMS OF CONDITIONS

1. TERMS OF PAYMENT -Terms of payment as stated on reverse side of this Purchase Order are understood to be effective upon properly executed Bills of Lading (or shipping paper) and receipt of certified invoice.

2. DELIVERY

- a. Goods shipped to Purchaser in advance of schedule may be returned to Seller at Seller's expense.
- b. We must ask you to ensure that our specifications are strictly observed, we reserve the right to debit you with any costs which might incur, due to non-compliance with our quality-specifications and stipulations.

3. DELAYS IN DELIVERY -Seller will not be liable for damages for delay in delivery due to causes beyond its reasonable control. If Seller, however for any reason does not substantially comply with Purchaser's delivery schedule. Purchaser at its option may either approve a revised delivery schedule or may terminate the order without liability to Seller on account thereof.

4. REJECTIONS -If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of the order, Purchaser, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such goods at Seller's expense, such goods not to be replaced without suitable authorization from Purchaser. Payment for goods or services does not waive Purchaser's rights hereunder.

5. ACKNOWLEDGMENT -Seller should acknowledge receipt of this Purchase Order in writing. Unless acknowledged IMMEDIATELY within one week after date of issue Purchaser reserves the right to cancel.

6. SHIPPING INSTRUCTIONS -If shipped by other than Seller, mark Seller's name and address and PURCHASE ORDER NUMBER on all tallies, memos, or shipping papers. Mark the EXTERIOR of all packages with PURCHASE ORDER NUMBER. Enclose tally or shipping memo in each package, or tack same inside each car door.

7. INVOICE -Send all invoices in quintuplicate to this office immediately upon shipment of goods. Issue separate invoices covering each shipment and each order. Indicate under date of each invoice whether "Partial Billing" or "Final Billing". When rendering final invoice against Purchase Order the Seller will indicate "Final Billing" just beneath the Purchase Order number, on the face of the invoice. The prices on this order include all applicable state, local and federal taxes in effect on the date of this order. Seller will comply with all applicable tax laws and will indemnify Purchaser against loss due to noncompliance on Seller's part. Invoices must show that Seller has complied with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and with all proper regulations and orders of the United States Department of Labor issued under Section 14 thereof.

8. CHANGES -Seller agrees to perform any reasonable changes to the work or services being furnished under this order when requested by Purchaser in writing. If the changes made by the Purchaser result in a variance in Seller's cost, performance or deliveries, an equitable adjustment of the order will be negotiated and incorporated in the order. Within thirty (30) days after a change is made to the order, Seller must notify Purchaser in writing if an adjustment is required. Pending such adjustment Seller will proceed to perform under this order as revised.

9. NON-ASSIGNMENT -Assignment of this order or any interest therein or any payment due or to become due thereunder, without the written consent of the Purchaser, shall be void.

10. COMPLIANCE WITH LAWS -All work performed under this order will be in accordance with all applicable state, local and federal statutes and regulations. Seller assumes full responsibility for noncompliance on its part with any such laws and regulations.

11. FOR WORK ON PURCHASER'S PREMISES -If Seller's work under the order involves operation or delivery of goods by Seller on the premises of Purchaser, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work and shall indemnify Purchaser against all loss which may result in any way from any act or omission of the Seller, its agents, employees, or subcontractors, and Seller shall furnish a Certificate of Insurance that they maintain such Public Liability, Property Damage and Employee's Liability and Compensation insurance as will protect Purchaser from said risks and from any claims under any applicable Workmen's Compensation and Occupational Disease Act.

12. STATE LAWS -This contract shall be governed in all respects by the laws of the state in which this Purchase Order originates.

13. AMENDMENTS -This order is the complete agreement between Purchaser and Seller. It supersedes all agreements, understandings or writings made prior to the date of this order and relative to the subject matter of this order. Subsequent changes to this order must be in written form, signed by the Purchaser's authorized representative and delivered to the Seller.

14. CANCELLATION -In addition to any other rights of cancellation, this order is subject to the right reserved by Purchaser to cancel at any time, by notice in writing, any

unshipped balance if Purchaser no longer requires the subject material or product.

15. WARRANTIES -The Seller unconditionally warrants that the items furnished under this order conform to the specifications, drawings, samples or other written or physical descriptions or guides referenced in this order and that as to the items furnished under this order.

- a. They will be in accordance with the terms of this order.
- b. They are free of liens and other encumbrances.
- c. They are free from defects in labor, materials and workmanship.
- d. Seller has good and marketable title to the items furnished.
- e. They are of merchantable quality and fit for their intended purpose.

16. PATENT INDEMNITY -Seller will indemnify Purchaser (and all other persons claiming under Purchaser) against all claims and liabilities for actual or alleged infringements of any patent, trademark, copyright or other similar rights in connection with the materials or articles furnished under this order, except where such claims and liabilities result from Seller's strict compliance with Purchaser's request for an item which is not a standard commercial item.

17. OTHER TERMS AND CONDITIONS -If any of Seller's terms of sale are in conflict with the terms of this order, the terms of this order shall govern unless Seller's terms are accepted in writing by Purchaser. No oral agreement or other understanding shall in any way modify this order, or the terms and conditions hereof. Seller's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of the above terms and conditions.

18. EQUAL EMPLOYMENT OPPORTUNITY - In filling this purchase order, Seller agrees as follows:

(1) The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) Seller will, in all solicitations or advertisements for employees placed by or on behalf of Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or workers' representative of the Seller's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Seller will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; and 41 CFR parts 60-250 and 60-741.

(5) Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor; or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of Seller's noncompliance with the nondiscrimination clauses of this purchase order or with any of such rules, regulations, or orders, this purchase order may be cancelled, terminated or suspended in whole or in part and the Seller may be declared ineligible for Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) Seller will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

(8) This Equal Opportunity Clause shall not apply with regard to work performed outside the United States by employees who were not recruited in the United States, nor shall it apply to any other purchase order exempt from the Equal Opportunity Clause under regulations of the Department of Labor.