

Terms and Conditions for Purchases

Acceptance: This purchase order represents the entire agreement of the parties. All the terms and conditions set forth on the face and reverse side hereof are an integral part of the order, they supersede any contrary provisions in the Sellers quotation form or proposal and may not be varied or modified in any manner, except by a subsequent writing signed by an authorized representative of the Buyer. Seller's acceptance of this purchase order, or shipment of any portion thereof, the commencement of any work or the performance of any service hereunder shall constitute an agreement by Seller to all specifications, terms and conditions.

Prices: This Order shall not be filled at higher prices than specified herein. Terms or authorization for charges must be received from Buyer in writing prior to shipping.

Delivery: Time is of the essence. If delivery is not made timely (usually within three working days of due date), Buyer reserves the right to cancel or to purchase the goods described herein elsewhere and hold the Seller accountable thereof including Buyer's consequential damages incurred as a result of Seller's delay in delivery or improper delivery.

Warranties: Seller warrants that all goods will, when delivered, be free and clear of all liens, claims or encumbrances of every kind. The goods shall be new, free of defects in material and workmanship, fully merchantable and conform strictly to the specifications furnished by Buyer.

Rejection: All goods or parts thereof shall be subject to inspection by Buyer for a reasonable period, except that Buyer may reject the goods and hold Seller in default if, at any time after Buyer has inspected the goods, Buyer discovers a defect not normally discoverable by visual inspection or if Buyer discovers a defect not normally discoverable until the goods are used or integrated into production. Goods not in accordance with specifications will be rejected and held at vendor's risk awaiting disposal. Any material returned as rejected shall be done so at the Seller's sole risk and expense. Buyer, by reason of payment or not inspecting the goods, shall not be deemed to have accepted any defective goods, or to have waived any of Buyer's rights or remedies arising by virtue of such defects or non-conformance.

Quality: Quality Documents need to be in compliance with ISO-9003-1993 Quality Systems Model for quality assurance in Final Inspection and Test.

Compliance with Law: By acceptance of this order, vendor warrants that all merchandise shipped under this order does comply with all laws and regulations of Federal and State Governments.

Patents: It is anticipated that the goods will be possessed, used/or sold by Buyer and/or its customers. If by reason of any of these acts, a suit is brought or threatened for infringement of any patent, trademark, trade name or copyright with regard to the goods, their manufacture or use, Seller shall at its own expense defend such suit and hold Buyer harmless from all claims, costs and damages connected with such suit.

Packing Slips: must accompany all shipments.

Force Majeure: In the event of interruption of our business in whole or in part by reason of fire, flood, windstorm, war, embargo, acts of God, Governmental action, or any causes beyond our control, we shall have the option of cancelling undeliverable orders in whole or in part.

Shipping: All goods are to be shipped freight prepaid, F.O.B. destination, unless otherwise stated.

Payment: The time period allowed will begin upon receipt of Seller's invoice or upon receipt of goods, whichever is later.

Material Safety Data Sheets: are required with all shipments containing chemical products.

Termination: This order may be terminated in whole or in part at any time for the convenience of BUYER. Upon notice of termination SELLER shall promptly stop work on the Order as directed by BUYER. Within one (1) month of the effective date of termination of the Order SELLER shall submit its termination claim in such form and with such certification as may be requested by BUYER. The termination claim shall be limited to the actual costs incurred by SELLER through the effective date of the termination properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of this Order. The termination claim shall exclude any charges for interest or materials or parts which can be delivered or diverted to other orders of SELLER. In no event will SELLER be paid anticipatory profits. The total amount of such termination claim shall not exceed the pro rata portion of the Order which is canceled. All completed or partially completed items and all material for which compensation is claimed shall be delivered to BUYER or disposed of as directed by BUYER, otherwise, BUYER shall not be obligated to make a termination payment.

Counterfeit Component Avoidance: Suppliers are required to purchase materials directly from Original Component Manufacturers (OCM) or from an OCM Authorized Distributor. If material required to satisfy an order cannot be procured from these sources, the supplier shall present complete and compelling support for any request to procure from sources other than OCMs or their Authorized Distributors and include in the request all actions completed to ensure the materials procured are not counterfeit.