

## PURCHASE ORDER TERMS AND CONDITIONS:

1. Acknowledge exceptions only to this order if changes occur in prices, terms, quantity, delivery or other provisions.
  - a. The quantity of material, as indicated on the face of the Purchase Order, must not be exceeded without authority in writing being first obtained from the Purchaser.
  - b. The Purchaser reserves the right to reject and return at the risk and expense of the Seller such portion of any shipment which may be defective or fail to comply with specifications, drawings, samples or other description furnished or adopted by the Purchaser, without invalidating the remainder of this Purchase Order.
  - c. Purchaser will not accept responsibility for material delivered without official order properly signed. Payment for material supplied hereunder shall not constitute and acceptance thereof but material shall be received subject to Purchaser's inspection and rejection.
  - d. If the specifications of the material or services required under this Purchase Order are not thoroughly understood by the Seller, clarification in writing by the Purchaser must be obtained.
  
2. Cancellations: The Purchaser reserves the right to cancel this Purchase Order, in whole or in part, by written notice to the Seller, subject to the following terms and conditions:
  - a. The right is reserved to cancel this Purchase Order without expense to the Purchaser if delivery is not made within the time specified, or within a reasonable time in case no time is specified, or if the quantity or quality of the articles ordered is not as specified therein.
  
3. Compliance With Laws: The Seller's acceptance of the Purchase Order shall constitute a warranty to the Purchaser that:
  - a. All material, supplies, articles or equipment to be manufactured, fabricated or furnished hereunder shall be manufactured, fabricated and labeled in compliance with and in conformity to all Federal, State and Local Laws and any regulations or standards adopted pursuant to such laws as governed by the state where purchase order is originated.
  - b. Prices specified do not exceed maximum prices, if any, established by government agencies having jurisdiction in the matter, and the Seller agrees that any certificate of compliance therewith shall appear on each invoice.
  - c. EEO. Seller agrees to comply with the applicable provisions of any Federal, State or Local law or ordinance and all orders, rules and regulations issued thereunder. Any provisions, representation or agreements, including the clause dealing with Equal Opportunity (Executive Order 11246 as amended by Executive Order 11375), employment of veterans (Executive Order 11701), employment of the handicapped (Executive Order 11758) and utilization of minority business enterprises (Executive Order 11625) required thereby to be included in the contract resulting from acceptance of this order are incorporated herein by reference. Seller certifies that with respect to orders which exceed \$10,000 and which are not otherwise exempt from Executive Order 11246, as amended by Executive Order 11375, Seller is in compliance with the requirements for nonsegregation of facilities set forth in 41CFR Chapter 60-1.8 and that he will furnish the certifications required thereunder.

4. Confidential and Restricted: Seller agrees to be responsible in matters within its control for the safeguarding of all secrets, confidential or restricted matters that may be disclosed or that may be developed in connection with the work under this order, and to require similar agreement of all its suppliers, subcontractors and agents to whom any work or duty relating to this order may be allotted.
5. Tools: All special tools, dies, patterns, jigs, fixtures or drawings supplied by the Purchaser, whether loaned to the Seller or manufactured or otherwise acquired by the Seller for the performance of this order, are the property of the Purchaser and shall be identified as such and upon completion of termination of this order shall be disposed of as directed by the Purchaser to whom the Seller is responsible for safekeeping from all hazards. The Seller agrees that, without the Purchaser's written consent, it will not use any such tools, dies, patterns, jigs, fixtures or drawings in the manufacture or design of articles or materials for any other purchaser or for the manufacture of larger quantities than hereunder specified.
6. Interpretation: The contract resulting from the acceptance of this Purchase Order shall be interpreted under and governed by the laws of the State in which the Purchase Order was issued.
7. Safety and Health: Seller represents and warrants that all goods, products and services furnished pursuant to this Purchase Order shall conform to and meet all requirements set forth in the Occupational Safety and Health Act of 1970 and all regulations, rules and standards issued thereunder.
8. Acceptance of the Purchase Order is expressly limited to the instructions set forth on the reverse side thereof and the above conditions. All warranties hereunder shall also be construed as conditions.
9. The terms and conditions of the Purchase Order shall apply in all cases regardless of any exceptions by seller.