



PURCHASE ORDER – STANDARD TERMS & CONDITIONS

IMPORTANT

1. Show this purchase order number on all invoices.
2. Stencil Buyer's Purchase Order No. and contents on outside of all shipments.
3. Include Packing Slip with each shipment.

TERMS AND CONDITIONS

OFFER: This purchase order constitutes an offer to buy goods and services according to the description and other terms set forth on its face and reverse side. No additional or different terms offered by Seller shall be or become part of this order unless made in writing and signed by Buyer's authorized representative. Any reference to Seller's quotation shall be for informational purposes only and shall not be construed as acceptance of Seller's terms and conditions.

PACKING AND OTHER CHARGES: Buyer allows no charges for boxing, packaging, or crating without Buyer's specific written approval.

BUYER'S COUNT PREVAILS: Buyer's count will be accepted as final and conclusive on all shipments.

INSPECTION AND ACCEPTANCE: All goods and services received by Buyer will be subject to inspection and acceptance or rejection. Rejected goods and services will be held for disposition pursuant to Seller's instructions and at Seller's risk and expense to include all transportation and other charges paid by Buyer. No replacement of defective goods returned or otherwise disposed of shall be made unless so specified on Buyer's returned instructions.

WARRANTY: Seller expressly warrants that all goods and services covered by this order shall conform to the specifications, drawings, samples, or other descriptions furnished or adopted by Buyer, merchantable, of goods, material and workmanship, and free from defects.

**Seller warrants that such goods and services which are Seller's product or is in accordance with Seller's specification shall be fit and suitable for the purpose intended.*

CHANGES: Buyer reserves the right to make changes in drawings, specifications and delivery schedules as to any goods and services covered by this order. Any difference in price or time for performance resulting from such changes shall be equitably adjusted and the order and/or schedule shall be modified in writing accordingly.

CANCELLATION: Buyer may cancel any undelivered goods or uncompleted services under this order at any time by written or telegraphic notice to Seller. In the event of such cancellation and if Seller has not breached the contract, Buyer shall pay to Seller the cost incurred by Seller pursuant to this order prior to such cancellation as shall be unrecoverable in the normal course of business.

PATENTS: Seller guarantees that the goods and services described herein and covered by this order, which are Seller's products or are in accordance with Seller's specifications, and the sale or use of them, will not infringe any U.S. or foreign patent. Seller covenants that Seller will, at Seller's own expense, defend any suit which will be brought against Buyer, or those selling or using Buyer's product (provided Seller is notified promptly of such suit and all papers therein are delivered to Seller) for alleged infringement of any patent by reason of the sale or use of such goods and services, and Seller agrees that Seller will pay all costs, damages and profits unrecoverable in any such suit.

WAIVER: Any Waiver or failure on Buyer's part to require strict compliance with the provisions of this order shall not be deemed a waiver of Buyer's rights to insist upon strict compliance thereafter.

RIGHTS RETAINED: Buyer retains generally all rights and remedies granted to it by operation of law in addition to those set forth herein.

COMPLIANCE WITH LAWS: Seller guarantees compliance with all applicable State, Federal and local governmental laws, rules and regulations (including all provisions of Section 202, Paragraphs 1 through 7 of Executive Order No. 11246 relating to equal employment opportunity, and the rules, regulations and relevant orders of the Secretary of Labor) in the performance of this order and Seller shall indemnify Buyer against any liability on account of any failure of Seller to so comply. All applicable clauses required by Federal laws, rules or regulations to be inserted in a subcontract by the contractors, are incorporated herein by reference and made a part hereof and the Seller shall be bound thereby.

GOVERNMENT CONTRACTS OR SUBCONTRACTS: When the goods and services to be delivered or performed are for the purpose of enabling Buyer to perform a government contract or subcontract, the additional and supplementary terms are set forth by addendum and shall be a part of this order, whether or not attached hereto. (Buyer will furnish copies on request.)

FAIR LABOR STANDARDS ACT: Seller agrees, in connection with the production of the goods and/or the performance of the services specified herein, to comply with the requirements of Section 12(A) of the Fair Labor Standards Act of 1938, as amended. All invoices must carry the following certificate or one substantially similar thereto in order to be passed for payment: "Seller represents that with respect to the production of the goods and/or the performance of the services covered by this invoice, it has fully complied with Section 12(A) of the Fair Labor Standards Act of 1938, as amended."