

**ACCEPTANCE of PURCHASE ORDER.** The Buyer's purchase order together with these terms and conditions and any documents incorporated herein, constitutes the sole and entire agreement of the parties with respect to the purchase order (the "order"). Buyer OBJECTS in advance to the inclusion of any additional or different terms proposed by Seller in his acceptance or acknowledgment of this order. The inclusion of such terms by the Seller will be of no significance, such terms will not be conditions or additional terms to this order, and Buyer's acceptance of Seller's goods shall not be deemed as acceptance of such terms. Unless otherwise stated on the face of this order and expressly accepted in writing by Buyer's authorized procurement representative(s), the following terms and conditions shall apply.

**AMENDMENT AND MODIFICATION.** No change to the order is binding upon Buyer unless it is in writing and specifically states that it amends the order and is signed by an authorized representative of Buyer.

**DELIVERY.** Deliveries shall be made as specified on this purchase order without charge for packaging or storage unless otherwise agreed in writing by Buyer. Buyer's count or weight shall be conclusive. Adequate scheduling of shipment of goods shall be made by Seller in that delivery dates included within this order are essential to the Buyer. Risk of loss shall be retained by Seller until delivery of the deliverables at the location specified on this purchase order. Seller shall not ship in advance of schedule or make partial shipment unless otherwise agreed in writing by Buyer. Buyer reserves the right to return, at Seller's expense, all goods received in advance of delivery schedules or to hold the goods and pay Seller's invoices on normal maturity after the scheduled delivery date.

**PACKING AND SHIPPING.** All goods shall be packaged according to Buyer's instructions, or in a manner sufficient to ensure the goods are delivered undamaged. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the goods to Buyer. All goods must be shipped at the most advantageous rates unless otherwise authorized in writing by the Buyer. Seller shall use the carrier (s) selected by Buyer if Buyer so requests. Buyer's order numbers must be plainly marked on all packages, bills of lading and shipping orders.

**EXCUSABLE DELAYS.** Neither party shall be liable for damages resulting from delays arising out of causes beyond its control and without its fault or negligence, including acts of God, Pandemic(s), acts of the Government, fires, floods, strikes, freight embargoes, and unusually severe weather, nor shall such delay affect the remainder of this order. Seller to notify Buyer in writing within 3 days after the beginning of any cause of such delay.

**PAYMENT.** Unless different payment terms are expressly stated on this purchase order, payment terms shall be thirty (30) days from Buyer's receipt of Seller's correctly presented invoice. A "correctly presented" invoice will contain this purchase order number sent to the billing address on this purchase order.



**PRICE DUTY and TAXES.** The price of the goods is the price stated in the order. Unless otherwise specified in the order, the price includes all packaging, transportation costs, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

**INSPECTIONS AND TESTING.** Buyer shall have the right to inspect and test any of the goods or work covered by this order before approval within 15 days of arrival. If rejected, they will be held for disposal or return at Sellers risk. Such inspection, or the waiver thereof, however, shall not relieve the Seller from full responsibility for furnishing goods and work conforming to the requirements of the order, prejudice any claim, right or privilege the Buyer may have, including warranty, because of the use of defective or unsatisfactory goods or work.

**WARRANTY.** All goods furnished by Seller and any services or installation relating thereto pursuant to this purchase order shall be warranted to be of the best quality of their respective kinds and to be (i) free of defects in design, workmanship, or material, (ii) suitable for their intended purposes, (iii) not infringe or misappropriate any third party's patent or other intellectual property rights, and (iv) meet all applicable regulatory and quality requirements for a minimum of 12 months or longer as offered by Seller from date of delivery. In the event of breach, the Seller shall take all necessary action, at Seller's expense, to correct such breach in the most expeditious manner possible. Should the Seller fail to correct any such breach in a timely manner, the Buyer may proceed, at Seller's expense, to perform the necessary corrective work. This warranty shall also inure to the benefit of Buyer's customer or user of the goods.

**TERMINATION FOR DEFAULT.** Buyer may terminate all or any part of this order by giving notice of default to Seller, if Seller: (a) refuses or fails to deliver the goods within the time specified; (b) fails to comply with any of the provisions of this order or so fails to make progress as to endanger performances hereunder; or (c) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency or the relief of debtors. In the event of a termination for default, Buyer's liability shall be limited to the payment for goods delivered and accepted by Buyer under this order.

**TERMINATION FOR CONVENIENCE.** Buyer may terminate this order at any time for its convenience, in whole or in part, in which event, Buyer's sole obligations shall be to reimburse Seller for (a) those goods actually shipped and accepted by Buyer up to the date of termination, and (b) costs incurred by Seller for unfinished goods, which are specifically manufactured for Buyer and which are not standard products of the Seller, as of the date of termination. In no event shall Buyer be responsible for loss of anticipated profit, nor shall reimbursement exceed the order value.

**CONFIDENTIAL INFORMATION.** Seller agrees not to make any use of data, designs, drawings, specifications, and other information furnished to it by the Buyer, except for the performance of this order and Seller further agrees not to disclose such



data, designs, drawing, specifications, and other information to others except for the performance of this order under similar restrictions against use and disclosure. Upon completion or termination of this order, Seller shall return to Buyer on demand, all such data, designs, drawings, specifications, and other information, including copies made by Seller. This order is confidential between the Buyer and the Seller, and it is agreed by the Seller that none of the details connected herewith shall be published or disclosed to any third party without the other party's written permission.

**LAWS AND REGULATIONS:** Seller shall comply with all applicable laws, statutes, and ordinances regarding the order. Seller agrees in connection with performance of this order, not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, national origin, handicap, or status. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the order. Seller shall comply with all export and import laws of all countries involved in the sale of goods under this order. Seller assumes all responsibility for shipments of goods requiring any government import clearance.

**GOVERNING LAW:** This purchase order shall be governed by, subject to, construed and all disputes hereunder shall be settled in accordance with the laws of the State of New York.

**ETHICAL CONDUCT.** Seller shall comply with Buyer's Supplier Code of Conduct and Seller further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner, or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this order.

**SOCIAL and ENVIRONMENTAL RESPONSIBILITY.** Supplier warrants that in all countries in which Supplier and, Supplier's authorized subcontractors do business, its and their operations comply with all Applicable Laws governing labor and employment, employee health and safety, protection of the environment, and ethical practices.

**INDEMNIFICATION.** Seller agrees to indemnify and save harmless the Buyer, its officers, agents, and employees from and against any and all claims and liabilities (including expenses) arising out of or occurring in connection with the goods purchased from Seller, including any intellectual property claims, or Seller's negligence, willful misconduct or breach of these terms and conditions. Seller shall not enter into any settlement without Buyer's prior written consent.

**INSURANCE.** Seller shall carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits for its risk or acceptable by Buyer if requested. Seller shall, at the request of the Buyer, supply certificates evidencing such coverage.

**WAIVER.** No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving.

