

## TERMS AND CONDITIONS OF PURCHASE

1. No order is valid unless signed by Buyer's authorized representative. This order is expressly limited to acceptance in accordance with its terms, including those set forth below and on the other side hereof.
2. No charges for packaging or draying will be allowed.
3. The buyer will deduct from amount of invoice any excess costs resulting from Seller's disregard of Buyer's shipping instructions, if any. You shall be responsible for any costs or expenses incurred by us or charged to us in connection with the inspection, receipt, transportation and care and custody of defective goods supplied under this order.
4. In accepting this order, Seller shall be deemed to represent that the goods to be furnished hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and unless otherwise agreed in writing Seller shall, upon request, insert a certificate on all invoices submitted in connection with this order stating that the goods covered by the invoice were produced in compliance with the requirements of the Fair Labor Standards act of 1938, as amended, including Sections 6, 7 and 12.
5. The order is placed upon the condition that Seller shall not assign it or any interest therein, including any payment due to become due with respect thereto, without buyer's prior written consent.
6. Buyer shall be entitled at all times to set-off any amount owing from Seller to Buyer or any of its affiliated companies against any amount due or owing to Seller with respect to this order.
7. Seller represents that the merchandise covered by this order was not manufactured and is not being sold or priced in violation of any federal, state or local law.
8. Seller expressly warrants that all the materials and articles covered by this order or other description or specification furnished by Buyer will be in exact accordance with such order, description or specification, merchantable and free from defects in material, workmanship and/or design. Such warranties shall survive delivery, and shall not be deemed waived either by reason of Buyer's acceptance of such materials or articles or by payment for them. Any deviation from this order on specification furnished hereunder, or any other exceptions or alterations must be approved in writing by an authorized representative of Buyer.
9. Invoices dated after 25th of the month will be paid as if dated the 1st of the following month.
10. The Seller agrees to save the Buyer harmless on account of any claims or demands whatsoever that may be made against said Buyer, and to defend at its own cost and expense any action or actions at law or in equity which may be brought against the Buyer on account of any alleged infringement of any patent, trademark or copyright by reason of the sale or use of the merchandise sold hereunder.
11. Seller agrees to defend at its expense all claims and suits asserted or bought against the Buyer related to any claim arising out of goods or service supplied under this order or for any alleged defects in material, workmanship or design of the merchandise sold hereunder. In addition Seller shall indemnify and save the Buyer harmless from such claims, suits and judgments arising therefrom.
12. If the Federal Government is the final recipient of these goods then this purchase order is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5 and 60-300.5(a) are incorporated herein by reference, to the extent legally required. **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
13. Buyer reserves the right to cancel all or any part of the undelivered portion of this order if Seller does not make deliveries as specified, time being of the essence of this contract, or if Seller breaches any of the terms hereof, including without limitation, the warranties of the Seller. It is agreed that the waiver or acceptance by us of any breach on Seller's part of the terms of this order shall not operate to relieve Seller of any responsibility hereunder for any prior or subsequent breach.
14. Prices shown on this purchase order are the prices we expect to pay for this merchandise. If price or terms are not correct, please notify us before shipping.
15. Seller agrees to provide Buyer with a certificate of insurance coverage, prior to shipment of goods or performance of services, evidencing that Seller has Commercial General Liability coverage, including products and completed operations, Seller also agrees to have its insurance carrier name Buyer as an additional insured on Seller's policy and to provide an endorsement confirming Buyer's additional insured status..
16. Seller agrees that, upon request, it will provide the country of origin for each item it sells to Buyer. Seller will immediately notify Buyer if any such requested information is updated.