

Acceptance of this order constitutes an agreement to the following:

Terms and Conditions

1. Price: If price is not stated on this order, it is agreed that the goods shall be billed at the last quoted or paid, or the prevailing market price - whichever is lower.
2. Price Protection: Unless otherwise provided, the equipment and materials stated herein will not be subject to any price increase from the date on which this order is accepted by the Supplier to the requested delivery date of the Buyer. If the Suppliers established price for any item upon the date of delivery shall be lower than the price shown on this order, the Buyer shall have the benefit of such lower price.
3. Payment terms: In the absence of specific terms of payment, 10th and 25th proximo will apply. The period of computation will commence on the date of receipt of a correctly completed invoice.
4. Delivery Schedule: We must have a definite delivery date. "Soon as possible" will not do. If the delivery date is not satisfactory, we reserve the right to cancel.
5. Warranty: Seller warrants articles supplied under this contract to conform to specifications herein, and are fit for the purpose such goods are ordinarily employed: except if stated in a special condition (drawings, samples, or other description furnished or specified by Buyer) the material must fit that particular purpose. Seller and Buyer agree that this order does not exclude, or in any way limit, other warranties provided for in this agreement or by law.
6. Safety: The materials to be provided and/or the services to be performed hereunder are each warranted by Seller to equal or surpass all Federal, State, and Local Occupational Safety and Health Standards applicable thereto: including without limitation, those set forth in Title 29, Labor, Chapter XVII, Part 1910 of the Code of Federal Regulations.
7. Buyers Inspection: Items on this order are subject to inspection at source by Buyer representative. The supplier shall provide all reasonable facilities and assistance for the safety and convenience of the Buyers representative in the performance of his duties. All items are subject to final inspection and approval at Buyer's plant or other place designated by Buyer. Such inspection shall be made within a reasonable time after delivery. Buyer may return rejected items at Suppliers expense. Supplier shall not replace items returned as defective unless so directed by Buyer in writing.
8. Compliance with Laws: Supplier represents and warrants that the performance of this order and the furnishing of goods called for shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State, and Local laws, rules regulations, and ordinances including, but not limited to, the Fair Labor Standards Act of 1938, as amended.
9. Invoices: Seller shall render invoices in duplicate or triplet as required herein, with Bill of Lading or other shipping papers attached. Payment of an invoice by the Purchaser shall not constitute acceptance of materials or services covered by the same and shall be without prejudice to any and all claims the Purchaser may have against the Seller in connection with such materials or services. All invoices and packages must show the Purchase Order Number. All invoices submitted to the Purchaser hereunder covering materials should bear the following certification:

"Seller hereby certifies that these goods were produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."