

TERMS, CONDITIONS AND INVOICE INSTRUCTIONS

1. Seller shall receive no additional allowance for packing, cartage or crating unless herein stated or authorized by Buyer in writing.
2. Seller shall include one copy of packing list with shipment and on same day of shipment, mail one copy to Purchaser's Purchasing Department and one copy to destination of material. Purchaser's count will be accepted as final and conclusive on all shipments not accompanied by packing slip. Material delivered in error or over-shipment in quantity will be returned at Seller's expense in accordance with his return instructions.
3. Seller shall submit invoices in triplicate together with the original bill of lading or express receipts properly signed by carrier's representative for each and every shipment against this order. Each invoice must have a unique invoice number. Delay in receiving invoices, also errors and omissions of invoices, shall be considered just cause for withholding settlement without losing cash discount privilege. In preparing invoices, Seller should include all descriptive matter as shown on Purchase Order in addition to any information customarily furnished by the trade.
4. If shipment moves on commercial bill of lading, Seller will attach to his invoice the original bill of lading, and if transportation is charged on the invoice, original receipted expense bill.
5. All materials furnished on this order shall be the best of their respective kinds and shall be subject to purchaser's inspection and approval at any reasonable time before or during manufacture and within 30 days after delivery to destination. Materials other than those specified shall not be submitted without Purchaser's written authorization. Rejected materials may be returned at Seller's expense including transportation charges paid by Purchaser.
6. Seller guarantees full, complete and maximum warranties of title, fitness for purpose and merchantability for the items furnished on this order and in addition without limitation. Seller specifically guarantees the workmanship and material entering into the items furnished on this order and agrees to replace or repair, without cost to Purchaser any item on which defective workmanship or material is found, provided such claim is made within one year from date of shipment.
7. Seller expressly warrants that all articles, material and work covered by this order will conform to the specifications, drawings, samples or other description furnished or adopted by purchaser and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect.
8. All plans, drawings, designs and specifications which may be supplied by the Purchaser to the seller shall remain the property of the Purchaser and any information derived there from or otherwise communicated to the Seller shall be regarded by the Seller as strictly confidential and shall not without the consent in writing of the Purchaser be disclosed to any third party or made use of by the Seller except in connection with furnishing any material performing any work at the direction of Purchaser.
9. Seller agrees to protect, defend, hold harmless and indemnify Purchaser from all costs. Expenses or damages arising out of any infringement or claim of infringement of PATENTS in the use of sale of articles or materials covered by this order, except articles or materials furnished pursuant to specifications or designs origination with Purchaser.
10. No agreement or other understanding in any way modifying the conditions of this Order will be binding upon Purchaser unless made in writing and signed by his authorized representative.
11. This order shall not be assigned in whole or in part without Purchaser's consent.
12. Seller agrees to protect, defend, indemnify and hold Purchaser, its directors, officers and its employees free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind and character including the amount of judgments, penalties, interest, court costs, and legal fees incurred by Purchaser in defense of same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries (including directors, officers, and employees of Purchaser), death or damages to property (including property of Purchaser) and without limitation by enumeration, all other claims or demands of every character occurring or in any wise incident to, in connection with or arising directly or indirectly out of the goods or services delivered, sold or performed by Seller hereunder, except only claims arising out of accidents resulting from the sole negligence of the Purchaser. Seller further agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claim, etc.) is groundless false or fraudulent.

Seller shall, before any of the work is commenced, provide Purchaser with certificates evidencing that the following minimum insurance is in force

A.	Workman's Compensation	Statutory
	Employer's Liability	\$100,000
B.	Comprehensive General Liability	
	(1) Bodily Injury	\$100,000 each person \$300,000 each occurrence
	(2) Property Damage	\$100,000 each person
C.	Automobile Liability	
	(1) Bodily Injury	\$100,000 each person \$300,000 each occurrence
	(2) Property Damage	\$100,000 each person

13. Seller agrees to comply with all applicable laws, rules and regulations pertaining to Equal Opportunity, including, but no limited to, those set forth in (a) Executive Order 11246, as amended, (2) Title 41 C.F.R., Parts 60-1 through 60-60, (3) Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (4) Title 41 C.F.R. Part 60-250, and (5) Section 503 of the Rehabilitation Act of 1973. Title 41 C.F.R., Part 60-741. Seller also agrees to comply with the provisions of Title 41 C.F.R., Section 1-1.1310.2.
14. Seller agrees that all equipment and materials furnished will comply with our surpass requirements of the Federal Occupational Safety and Health Act standards, state safety and health acts standards.
15. Seller will also comply with all other Federal, State or local laws, rules and regulations that are applicable.
16. Specific standards furnished by Purchaser and typed on this Purchase Order shall govern in case a conflict arises between standards.