

Acceptance of the general terms and conditions to this purchase order is either by signature as well as performance under this order and/ or invoicing this order. Terms and conditions should be reviewed prior to performance.

#### TERMS AND CONDITIONS

1. **Identification of shipments.** The Purchaser cannot and will not be responsible for any material received unless each packages, case, etc., is clearly identified on its outer covering as to **Seller and purchase order number**. If Purchaser furnishes shipping tags for direct shipment to Purchaser's customer. Seller assumes responsibility of no acceptance of shipments by Purchaser's customer in the event of such shipping tags are not attached to packages, cases, etc. On shipments direct to Purchaser's customer where no shipping tags are furnished, packages, cases, etc. must be marked as specified on back of order.
2. **Boxing, Packing or Cartages.** No charges for boxing , packing or cartages will be allowed unless stated hereon or later agreed to by this company in writing
3. **Invoices.** Invoices **showing purchase order number** must be mailed to the purchasing department of the Purchaser no later than the day following shipment, irrespective of whether shipment is in part or in whole.
4. **Inspection.** The material or apparatus to be supplied against the purchase order shall, at the Purchaser's option, be subject to inspection and tested at the makers work.
5. **Rejected material.** Rejected material shall be returned to the Seller at Seller's expense.
6. Time of delivery of this order is of the essence, and Purchaser reserves the right to cancel without cancellation charges all or any part of this order if not filled within the specified time. Exercise of such right of cancellation shall not be deemed a waiver of any other right reserved to the Purchaser herein, or by law, for any delay or failure deliver as specified.
7. No partial shipments accepted unless agreed upon by both parties.
8. The seller agrees to comply with any and all Federal, State, County and Municipal and/or other local regulations, laws, ordinances and enactments of whatever kind, applicable at the time of sales or which may become effective during the period of construction of fabrication, shipping and/or installation (if installation is included) of the materials comprised under this purchase order.
9. The price or prices of the order are not subject to change or any surcharges resulting from the imposition now or in the future of any sales taxes, Federal, State, Municipal or other wise, unless agreed to or requested by Purchaser.
10. In the event approval is not secured from the Owner, or if the Owner's order to the purchaser is canceled, cancellation of this order shall occur automatically, without cancellation charges by the Seller, and with no obligation of any description whatsoever, shall exist on the part of the Purchaser toward the Seller.
11. The contract price appearing on this purchase order is final as to payment for the material covered by the specifically listed items, as defined by the enumerated specification paragraph number, with exceptions as noted, and there shall be no additions to or other modifications of such contract price except as such modifications may result from actual change in the specifications. If such changes become necessary, any alteration of the contract shall be covered by a separate order, which shall be issued to cover such changes. Seller shall not proceed with changes affecting contract price without specific authorization in writing from the Purchaser.
12. Payment and discount periods shall commence only upon receipt of either the material and proper invoice or invoices at designations specified in the purchase order. The Purchaser reserves the right to return to the Seller any and all invoices containing error and/or not in agreement with the purchase order.
13. The Purchaser reserves the right to return to Seller at the invoice prices, all items, which are regularly carried in Sellers stock.
14. Seller represents and warrants to Purchaser that all material and/or equipment rented, leased or purchased under this purchase order meets all standards of the Occupational Safety and Health Act of 1970 and Construction Safety Act of 1969, as amended from time to time, and of applicable State and Local laws, regulations, standards or requirements pertaining to safety, as amended from time to time.
15. All material and/or equipment furnished under this order shall be guaranteed by the Seller against defects, and Seller agrees to replace without charge to Purchaser said material and equipment, or remedy and defects, latent or patent, not due to ordinary wear and tear, or not due to improper use of maintenance, which defect may develop within one (1) year from date of acceptance by owner, or within the guarantee period set forth on applicable plans and specifications, whichever period is longer.
16. All material and equipment furnished under this order shall be subject to the approval of the architect, engineer, or any other party designated, and Seller shall furnish the required submittal data and/or number or samples of said approval. In the event such approval is not obtained, the order is canceled with no liability on the part of either Purchaser or Seller unless the order is placed with the understanding that the material and/or equipment is to be supplies of the type and such a manner as to meet requirements of plans & specifications. In the latter case the Seller shall comply without further cost to Purchaser.
17. All material and equipment furnished hereunder shall be in strict accordance with plans, specifications and general conditions applicable to the contract of Purchaser with the Owner or another contractor and Seller shall be bound thereby in the furnishing of material and equipment under this purchase order.
18. Seller shall guarantee equipment covered under this purchase order to produce capacities or meet design specifications and function: (1) as called for in the plans, specifications or addenda and (2) as herein set forth and (3) as published or warranted by the manufacturer for the equipment involved in the event the equipment does not meet the foregoing requirements Seller shall immediately on notice replace same or remedy any deficiency without expenses to the purchaser and further Seller shall pay to Purchaser all consequential loss or damage resulting there from.
19. The Seller hereby agrees to indemnify and save harmless the Purchaser from and against all claims, liability, loss, damage or expense, including attorneys fees by reason of any actual or alleged infringement of letters patent, or of any litigation based thereon covering any article purchased hereunder.
20. Seller shall furnish all necessary lien wavers, affidavits or other documents required to keep the Owner's premises free from liens or claims for liens rising out of the furnishing of the material or equipment herein, as payments are made from time to time under this purchase order.
21. All prior representations, conversation or preliminary negotiations shall be deemed to be merged in this order, and no changed will be considered approved unless this purchase order is modified by an authorized representative or Purchaser in writing.
22. In the event of default of any of the terms or conditions set forth herein, the Seller agrees to pay all cost resulting from, including but not limited to reasonable attorneys fees.
23. This purchase order when accepted by Seller shall constitute a valid and bonding contract.