1. ACCEPTANCE – Supplier/Vendor’s (“S/V”) (a) execution of this Purchase Order or any release or revision related hereto (collectively “Order”), (b) commencement of work on the goods, materials and/or services to be purchased hereunder (“G&S”), (c) shipment of the goods covered heretofore or (d) failure to raise any issues with this Order within 48 hours of receipt, whichever occurs first, will be deemed to mean that S/V has accepted the terms and conditions of this Purchase Order in full and agrees to be bound thereby. THIS PURCHASE ORDER AND ANY DOCUMENTS REFERENCED HEREIN CONSTITUTE THE EXCLUSIVE TERMS OF THIS ORDER AND DOES NOT INCLUDE ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY S/V OR ANY OTHER PARTY. THE ACCEPTANCE OF THIS ORDER AND THE DELIVERY OF GOODS, SERVICES AND/OR WORKSHOPS, AND ANY OTHER PERFORMANCE OF ANY KIND OR NATURE RESULTING THEREFROM, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN. THE PARTIES HERETO AGREE THAT THE WAIVER BY ANY PARTY OF A BREACH OF ANY PROVISION OF THIS ORDER OR ANY OTHER TRANSACTION, BUYER MAY DEDUCT SUCH DISPUTED AMOUNTS FROM S/V’S INVOICE AND ONLY AUTHORIZE PAYMENT FOR THE UNDISPUTED AMOUNTS DUE.

2. COMPLETION – Time is of the essence for this Order. If the G&S are not delivered by the date, if any, stated in this Order, Buyer, may, without liability and in addition to its other rights: (a) terminate or rescind this Order by notice to S/V effective upon receipt as to goods not yet shipped and/or services not yet rendered and/or (b) buy substitute G&S elsewhere and charge S/V for costs incurred therefor in addition to any other rights of Buyer. Providing Buyer with a claim against S/V resulting from this Order or any other transaction, Buyer may deduct such disputed amounts from S/V’s invoice and only authorize payment for the undisputed amounts due.

3. SHIPMENT/RISK OF LOSS/RECEIPT – S/V shall prepare and pack for shipment all goods in accordance with good commercial practices. Buyer will not pay for shipping, packaging, crating, shipping or delivery, unless otherwise stated herein. If S/V must ship a product in a manner different than that specified herein, S/V will notify Buyer of the deviation and charge Buyer for the increased shipping costs, unless Buyer explicitly authorizes the change. If S/V fails to ship the goods as specified herein, Buyer shall not be responsible and bear the risk of loss or damage for the goods covered by this Order until they are delivered at the designated delivery point and accepted by Buyer. The risk of loss or damage to the goods remains with S/V until the goods are delivered to Buyer’s site and accepted by Buyer. If S/V fails to properly pack the goods as specified herein, Buyer may return the goods to S/V at S/V’s expense.

4. WARRANTIES/COMPLIANCE WITH LAWS – S/V expressly warrants and represents to Buyer, its successors, assigns, customers, and users of Buyer’s products, that all G&S shall: (a) conform to the terms of this Order and/or any other applicable documents referenced herein; (b) conform to Buyer’s specifications, standards, and requirements, including the technical manual and/or engineering drawings provided by Buyer; (c) be free from defects in design and workmanship; (d) be merchantable, safe and appropriate for the purpose for which the same are intended to be used; (e) be in accordance with good engineering practice and industry standards; and (f) comply with all requirements of Buyer’s Supplier Quality Expectations Manual and Code of Conduct for Suppliers, as amended by Buyer from time to time.

5. BUYER’S RIGHTS – Buyer’s inspection, testing, payment or use of the G&S shall not constitute acceptance thereof and shall not extinguish any of Buyer’s rights in any respect. If S/V fails to comply with the terms and conditions of this Order, Buyer, upon notice to S/V, may take such action as Buyer deems appropriate to prevent or correct any violation of any term of this Order ("non-conforming G&S") at any time. In addition to any other rights available to Buyer, upon Buyer’s rejection or revocation of acceptance of G&S or S/V’s failure to meet the terms of this Order in whole or in part, Buyer shall, in its sole discretion, direct S/V to cure any non-conforming G&S at Buyer’s expense or (a) refuse to accept such G&S as well as any costs incurred by Buyer in relation thereto; or (b) upon a written replacement order from Buyer, replace or correct any such G&S at no additional cost to Buyer in relation thereto and, with respect to non-conforming G&S, Buyer shall not be required to accept any previous delivery of G&S unless Buyer’s prior written consent. Buyer may also choose to replace any non-conforming G&S from any other source. This Order may not be assigned or transferred by S/V without Buyer’s written consent. In the event of any default by S/V of the terms or conditions of this Order, Buyer shall be entitled to recover from S/V, along with liquidated damages, the totality of Buyer’s reasonable costs and expenses reasonably incurred in connection with such default, including without limitation, court costs, reasonable legal and attorney fees, and reasonable costs of investigation, testing, rework, and repair. In the event of any default by S/V of the terms or conditions of this Order, Buyer shall be entitled to recover from S/V, along with liquidated damages, the totality of Buyer’s reasonable costs and expenses reasonably incurred in connection with such default, including without limitation, court costs, reasonable legal and attorney fees, and reasonable costs of investigation, testing, rework, and repair. Buyer shall have the right to develop a new source or otherwise procure necessary goods or services from another supplier and charge S/V for all costs incurred by Buyer in relation thereto. Buyer’s count as the quantity of all goods delivered shall be accepted as final and conclusive on all shipments that are not accompanied by a packing slip indicating the quantity delivered. Unless otherwise agreed upon by the parties hereto, any alleged shortage shall be reported to Buyer within thirty (30) days of receipt by Buyer.

6. PRICE / INVOICES / SET-OFF – S/V warrants that the prices for the G&S are complete and not less favorable than those currently extended to S/V’s other customers of similar size and quality for similar quantities of the same or similar G&S. If S/V offers better terms to other customers, Buyer may, at its option, purchase the G&S from such other customers in order to mitigate Buyer’s costs. Nothing contained herein shall relieve S/V in any way from its obligations to test, inspect and control the quality of the G&S. Buyer shall have the right to select the testing and inspection laboratories and the methods of test and inspection to be used. If S/V fails to comply with Buyer’s selection, Buyer may have the testing and inspection performed at S/V’s expense and charge S/V for all costs incurred by Buyer in relation thereto.

7. WARRANTIES – S/V warrants and represents that: (a) it will deliver the G&S in accordance with this Order, as hereinafter defined, and to Buyer’s satisfaction; (b) the G&S will be delivered free from defects in material and workmanship; (c) the G&S is merchantable, safe and appropriate for the purpose for which the same are intended to be used; (d) the G&S is in accordance with good engineering practice and industry standards; (e) the G&S is in conformance with Buyer’s specifications, standards, and requirements, including the technical manual and/or engineering drawings provided by Buyer; (f) the G&S is in accordance with Buyer’s Supplier Quality Expectations Manual and Code of Conduct for Suppliers, as amended by Buyer from time to time; (g) the G&S has not, and is not the subject of any claim, action, lawsuit, or arbitration by or on behalf of any third parties; and (h) with respect to services, be performed diligently in a good and workmanlike manner to the highest professional standards. S/V shall comply with all requirements of Buyer’s Supplier Quality Expectations Manual and Code of Conduct for Suppliers, as amended by Buyer from time to time.

8. LIMITATION OF LIABILITY/STATUTE OF LIMITATIONS – BUYER SHALL NOT BE LIABLE FOR ANTICIPATED PROFITS, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR PENALTIES OF ANY KIND. BUYER’S SOLE REMEDIES ARE AS EXPRESSLY LIMITED BY THE TERMS OF THIS ORDER. IN NO EVENT SHALL THE VALUE OF ANY PERFORMANCE BREACH HEREIN FAIL IN ANY CASE EXCEED THE PRICE ALLOCABLE TO THE G&S OR UNIT TREATED MATERIALS, AS APPLICABLE TO THE ORDER.