



Purchase Order Terms and Conditions

1. Acceptance. No acknowledgement, or other document written or executed by Seller or forwarded to Purchaser after date of this purchase order, containing terms or conditions other than those specified herein, shall be binding on Purchaser unless any such instrument shall be signed by the Purchaser, and such instrument shall have been delivered to Seller. In the absence of the execution and delivery of any such instrument by Purchaser, as aforesaid, all deliveries of goods and/or the rendering of services by Seller to Purchaser shall be delivered, rendered, and accepted upon price, terms, conditions, and shall be delivered, rendered and accepted solely upon price, terms, conditions; and shall conform to specifications, set forth in this instrument. Seller shall acknowledge in writing (via E-Mail communication, facsimile transmission, U.S. Mail or overnight courier service), pricing, delivery date and quantity within 24 hours of receipt. Purchaser reserves the right to cancel any order in the event that delivery is not made by the dates specified, without any charge of expense to the Purchaser. Price increases other than last quoted or charged cannot be applied to any order without the express written approval of the Purchaser.

2. Quality, Quantity, Deliveries, and Packing. In the event no quality is specified on the face hereof, the goods delivered and/or services rendered hereunder must be of the best quality. The quantity of goods indicated on the face hereof must not be exceeded without written approval of Purchaser. Seller shall ship and deliver goods and render services hereunder on the date or dates specified on the face hereof, unless prior written approval of any change in such date or dates is given by Purchaser (via E-Mail communication, facsimile transmission, U.S. Mail or overnight courier service). No charge will be paid by Purchaser for packing, boxing, or cartage, unless specified on the face hereof. Loss of or damage to any goods not packed in such a manner as to insure proper protection to same shall be borne by Seller. All cartons must be clearly labeled with the ship date, purchase order number, Purchaser's part number (including revision level), part description, carton number related to cartons shipped and quantity per container. Unit of measure must be clearly designated on each container. Every shipment must contain a packing slip. Deliveries earlier than five days before the due date may be rejected without prior written authorization. NOTE: Receiving Dept hours are 6:00 AM to 2:30 PM.

3. Inspection. Notwithstanding prior payment and/or inspection by Purchaser, all shipments of goods and/or all services rendered hereunder shall be subject to inspection by and approval of Purchaser after arrival of such goods at the delivery point specified on the face hereof and/or after such services have been rendered, taking into consideration, if there be delays in inspection, the seasonal nature of Purchaser's business.

4. Rejected Shipments and Purchaser's Remedies. If the goods shipped or to be shipped and/or services rendered or to be rendered hereunder are rejected, in whole or in part by Purchaser by reason of Seller's failure to comply with any of the terms, conditions and/or specifications contained herein. Purchaser, after so notifying Seller in writing, may either return the rejected portion of such goods and/or the rejected portion of such services to Seller at Seller's expense or hold the same for such disposal as Seller shall indicate, without invalidating the remainder of this purchase order; or Purchaser may reject the entire shipment of such goods and/or reject the entire services and cancel this purchase order for any undelivered balances of goods and/or unrendered services.

If goods shipped or to be shipped and/or services rendered or to be rendered hereunder are rejected, as hereinabove provided, Purchaser may purchase like goods elsewhere and/or obtain like services elsewhere and charge Seller with any loss or damage (either direct or indirect) sustained by Purchaser (including, but not by way of limitation, any difference between the price paid by Purchaser for such like goods and/or services and the price specified on the face hereof) plus all costs of collecting the same (including, but not by way of limitation, attorneys' fees and court costs).

5. Invoices. No invoice will be paid by Purchaser unless it carries the following certificate: "Seller represents that, with respect to the production of the goods and/or the performance of the services covered by this invoice, it has fully complied with the Fair Labor Standards Act, as amended."

6. Patents. Seller agrees at its own expense to defend and indemnify Purchaser, its customers and users of its products against all suits at law or in equity and form all damages claims, and demands for infringement of any United States or foreign patent, trademark or copyright by reason of the use or sale of the goods ordered. In case the goods, or any part thereof furnished pursuant to this order, is in any suit so defended held to constitute infringement and its use enjoined, Seller shall at its own expense either procure for Purchaser, its customers and user the right to continue using said goods or part thereof or replace it with a non-infringing product.

7. Health and Safety. All items to be supplied hereunder by Seller shall conform in all respects to the requirements of applicable insurance and governmental health and safety regulations, including regulations administered by OSHA.

8. Indemnification and Insurance. If this order covers the performance of labor or operation of a motor vehicle or involves the presence of the Seller's agents, servants, employees, or representatives a premises owned, leased or controlled by Purchaser or at which Purchaser is performing services or doing work for others, Seller agrees to defend and indemnify Purchaser against all liabilities, claims or demand for injuries to Seller's agents, servants, employees, or representatives of every nature and description, including those arising out of Purchaser's negligence. Seller further agrees to furnish upon Purchaser request insurance owner's certificate showing that Seller has adequate Workman's Compensation, Public Liability, Motor Vehicle, Liability, and Property Damages Insurance coverage. The purchase of such insurance coverage does not release Seller's liability hereunder or in any way modify seller's indemnification of Buyer.

9. Equal Employment Opportunity. Seller hereby agrees to comply with the provisions set forth in paragraphs (1) through (7) of section 202 of Executive Order 11246 and all similar orders, rules, registrations and laws prohibiting discrimination in employment, and further agrees that it will not discriminate on the basis of Race, Creed, Color, Sex, National Origin or Age.

10. Illegal Pickets. Seller shall promptly exercise all legal rights and remedies afforded by applicable law to remove and suspend illegal pickets.

11. Continuing Guaranty Under Federal Food, Drug, and Cosmetic Act. If the material furnished hereunder is a food, drug, cosmetic or device (as such terms are defined in the Federal Food, Drug and Cosmetic Act), such material comprising each shipment or other delivery made hereunder by Seller to, or on the order of the Purchaser, is hereby guaranteed as of the date of such shipment or delivery, to be, on such date, not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, and not an article which may not, under the provisions of Section 404 or 505 of such Act, be introduced into interstate commerce.

12. Compliance With Laws. In performance of its obligations upon acceptance of this order Seller shall comply at all times, and give all stipulations, representations, and certificates required by all applicable executive orders, federal, state, municipal and local laws, and rules, orders requirements, and regulations hereunder and all applicable regulations and provisions of any involved government agency. Seller's acceptance of this order and furnishing of goods or services hereunder shall constitute certification by Seller of such compliance as Buyer shall request. The laws of the State of California shall govern this Agreement, the implied warranties and remedies of the UCC are included. The United Nations Convention on the International Sale of Goods (CISG) shall NOT apply to this Agreement.

13. Warranty. Seller warrants the material furnished hereunder (a) to be free from defects in title, labor, material or fabrication, (b) to conform to applicable specifications, drawings, samples or other descriptions given, (c) to be suitable for the purpose intended, (d) to be of merchantable quality, and further warrants that material of Seller's design will be free from defects in design. Purchaser shall not be obligated to pay for any goods shipped and/or services rendered which are rejected by it.

14. Events Not Within Control of Purchaser. If by reason of fire, earthquake, flood, explosion, accident, difference with or inability to secure workmen, shortages of energy or raw materials, equipment, labor or transportation, production shutdown of curtailment, lack of facilities, act of God, or of any public enemy, voluntary or involuntary compliance with any valid or invalid, law, order, regulation, request, or recommendation of any government agency or authority, or other cause beyond the immediate and direct control of Purchaser, whether or not of the kind or nature hereinbefore specified, Purchaser shall be delayed in whole or in part in taking any delivery or deliveries of goods and/or accepting the rendering of services as herein specified, Purchaser may, by giving written notice to Seller:

- a. Cancel this purchaser order in whole or in part as to any undelivered portion of such goods and/or unrendered portion of such services; or
- b. Suspend, in whole or in part, deliveries of goods and/or the rendering of services during the continuance of and to the extent of such cause.