

PURCHASE ORDER
TERMS AND CONDITIONS

1. Receipt of the Purchase Order must be acknowledged by return mail to signify your acceptance and agreement.
2. Each Shipment must be covered by a separate invoice accompanied by an original bill of lading and a packing slip.
3. Each Package must be clearly marked on the outside to show contents and quantity.
4. Any acceptance of this Purchase Order is limited to acceptance of its express terms. Any proposal for additional or different terms or any attempt by you to vary in any way any of the terms of this Purchase Order in your acceptance is objected to and rejected. If this Purchase Order is deemed to be an acceptance of a prior offer by you, such acceptance is conditional on your assent to all additional or different terms contained in the Purchase Order.
5. AMENDMENT. No changes or alterations will be binding upon us unless written and signed by our authorized representative.
6. WARRANTY. You expressly warrant that you have good and clear title to all goods furnished under this Purchase Order; that such goods or services shall conform to all specifications and appropriate standards; will be new and free from defects in material or workmanship, and made or manufactured in good workmanlike manner of best quality material in conformity with the best standard practice. You further warrant that all goods or services will conform to any statements made on containers, labels, or advertisements; will conform in all respects to samples; will be adequately contained, packaged, marked and labeled; will be merchantable; and will be safe and appropriate for the purpose for which goods or service of that kind are normally used. You agree that you know or have reason to know the particular purpose(s) for which we intend to use the goods or services and your warrant that such goods or services will be for the particular purpose(s). Inspection, tests, acceptance or use of the goods or services furnished shall not affect your obligation under this warranty shall survive inspections, tests, acceptance and use. Your warranty shall run to us, our successors, assigns, customer and users of products sold by us.

In addition to all remedies allowed by law, you agree to promptly replace or correct defects of any goods or services not conforming to the foregoing warranty, without cost to us, if we elect to provide you the opportunity to do so. Any replacement of such goods or services shall be subject to this Purchase Order.

7. INSPECTION. Payment by us prior to inspection does not constitute our acceptance of your goods or services. In addition to all other remedies available to us by law, we may

reflect any and all goods which are, in our sole Judgment, defective or nonconforming; return such goods to you at your expense and charge you all expenses for unpacking examining, replacing and reshipping such goods.

8. DELIVERY. Your failure to deliver goods or services as warranted in Paragraph 6 above or in the quantity or at the price or within the time specified (or if no delivery date is specified, delivery within a reasonable time) In this Purchase Order shall constitute a material breach and, in addition to all other remedies available to us by law, shall relieve us any obligation to accept such goods or services and any undelivered installments. Any failure by us to exercise this right with respect to any installment(s) shall not constitute a waiver with respect to any subsequent installment(s).
9. PATENTS. You agree to Indemnify, defend, and hold us harmless from any and all expenses, costs, claims or losses (including court costs and attorney's fees) arising out of any actual or alleged infringement of any patent, trademark, or copyright by use of sale of the goods or services specified In the Purchase Order.
10. COMPLIANCE WITH LAWS. You agree to comply with all applicable state, federal, or local laws, rules or regulations in the performance of the work called for by this Purchase Order and certify such compliance. You agree to require a similar agreement and certification from all your subcontractors. When applicable, the provisions of Equal Opportunity, 41 CFR 60L4 (a) (1) through (a) (7), Affirmative Action for Disabled Veterans of the Vietnam Era 41 CFR 60250.4 and Affirmative Action for Handicapped Workers, 41 CFR 60741.4 are Incorporated by reference. You agree to include those provisions, when applicable, In all agreements with subcontractors.
11. FORCE MAJEURE. Neither patty shall be liable for damages for delay in delivery or acceptance of delivery arising out of causes beyond their reasonable control and without their fault or negligence. If at any time either party has reason to believe that it cannot perform due to any causes, written notice setting forth the cause of the anticipated delay will be elven immediately to the other party.
12. REMEDIES. You agree to Indemnify and hold u, harmless from all loses, claims, expenses, and damages including attorney's fees and court costs) resultIn1 from any defect in the good or services or your failure to perform the Purchase Order. You agree not to disclaim or limit vour ability for any claim of any kind (Including but not limited to breach or warranty, negligence, or strip liability for any loss or damage and agree not to disclaim or limit your liability for any Incidental or consequential damages.
13. CANCELLATION. In the event of any proceedings, voluntary or Involuntary for the appointment of a receiver of trustee or assf1nee for the benefit of creditors the other party shall be entitled to cancel the Purchase Order.

14. TERMINATION FOR CONVENIENCE. We reserve the right to terminate this Purchase Order, in whole or in part, for our sole convenience. In the event of such termination, you, your suppliers and subcontractors shall immediately stop performance of this Purchase Order. Your sole and exclusive remedy for such termination shall be to receive a reasonable termination charge consisting of a percentage of the Purchase Order price equal to your percentage of performance of the Purchase Order, plus actual direct costs resulting from such termination. You shall not be paid for any work done after receiving notice of termination for convenience, nor for any costs incurred by you, your supplier, or your subcontractors which could have been reasonably avoided.

BRUMALL MANUFACTURING COMPANY