1. ACCEPTANCE. This Purchase Order is to be accepted in writing by Seller by signing the Purchase Order and returning promptly to Buyer the signed copy, but if for any reason Seller fails to sign and return to Buyer the signed copy, the commencement of any work or performance of any services hereunder shall constitute acceptance of this Purchase Order, and Buyer hereby expressly limited to the terms hereof. All parties hereto acknowledge and agree that this Purchase Order is to be considered a contract. All amendments and modifications hereto, with the terms contained herein, such terms shall constitute a counter offer and Seller shall be deemed to have accepted Buyer’s terms unless Seller notifies Buyer to the contrary within five (5) days after receipt of the contract. Any mention of the term “Buyer” in this Order shall mean Seller and all references to “Seller” shall mean Buyer, unless the contrary is clearly shown.

2. PURCHASE ORDERS. Prices stated in this Purchase Order apply to all shipments made or services rendered hereunder. Buyer shall have no obligation to honor invoices for goods or services at any increased price until such increase shall have been confirmed in writing by Buyer. Unless otherwise specified, all invoices shall be presented in duplicate and must contain the purchase order number, customer name, lot number, and delivery address. Seller shall be responsible for all duties, taxes, and charges assessed by the Government or any other parties. However, payment will be allowed for box filling, crating, cutting, or storage.

3. DELIVERY. The Seller shall cause Seller to meet the delivery dates, specifications, packing requirements and quantities, as set forth herein is of the essence of this order. Deliveries are to be made both in original factory containers and in shop or field containers, unless otherwise stated in the Buyer's written instructions. If Seller's deliveries fail to meet schedule, Buyer without limiting its other rights or remedies, may direct expedited routing and any excess costs incurred thereby shall be charged to Seller. Buyer reserves the right to make changes in Buyer's requirements or other terms of this order in the event Seller fails to deliver goods as scheduled herein. Buyer shall not be liable for any losses or damages resulting from any delays in delivery or lack thereof, or from any failure by Seller to meet Buyer's specifications, schedules, quality, or workmanship or otherwise not in conformity with the requirements of this Purchase Order, Buyer, in its discretion and in accordance with the terms of this Purchase Order, may make an equitable adjustment for such defects. Buyer shall have the right to require prompt correction or replacement of the goods at Seller's expense, including transportation charges. Nothing herein shall relieve Seller of the obligation to make full and adequate testing and inspection of the goods. The Seller warrants that all such materials, goods and services shall be provided in compliance with all such laws and regulations of the United States, its states, and municipalities, and with all rules, standards, or orders issued thereunder, and for the failure of the goods or services furnished under this Purchase Order to comply.

4. BLANKET PURCHASE ORDERS. Where this contract is for purchase and sale of a stated quantity, Seller shall comply with the requirements of this Purchase Order in the order and quantity designated on the face of this order. Seller agrees to furnish Buyer's requirements for the goods or services covered by this Purchase Order, the check, or in accordance with the delivery schedule or written instructions of Buyer pursuant to (a) above, and (b) above, and (c) above, Buyer shall be entitled to make other purchases at its discretion in order to assure its production operations and maintain inventories.

5. PRICES AND TAXES. Unless otherwise stated, all prices quoted are firm. All taxes, duties, and charges, including but not limited to any sales taxes, for the furnishing of goods or services hereunder, shall be paid by Seller. Buyer reserves the right to reject any goods, materials, or services furnished hereunder that do not conform to the terms and conditions of this Purchase Order. Buyer will provide written notification to Seller of such rejection and will state the reason for such rejection. All taxes, duties, and charges must be paid by Seller. Buyer is not obligated to accept any goods, materials, or services until Seller has furnished Buyer with evidence that Seller has made adequate provisions for satisfying applicable taxes, duties, and charges. Buyer reserves the right to make any adjustments in the purchase price of goods or services on a purchase order or contract for any reason, including, but not limited to, changes in costs, labor, or materials.

6. WARRANTIES. Seller warrants that all goods or services ordered or provided hereunder will be of good workmanship or otherwise not in conformity with the requirements of this Purchase Order, Buyer, in its discretion and in accordance with the terms of this Purchase Order, may make an equitable adjustment for such defects. The Seller warrants that all such goods, materials, services shall be furnished free of all liens, and warrants that Seller is not in violation of any laws, rules, regulations, or conditions which would constitute a material breach of this contract. Buyer shall have the right to test, inspect, and reject any goods, materials, or services furnished hereunder that do not conform to the terms and conditions of this Purchase Order. Buyer will provide written notification to Seller of such rejection and will state the reason for such rejection. All warranties made by Seller shall be effective as of the date of delivery to Buyer. Seller shall be responsible for defective materials, goods, or services furnished hereunder, and for any loss, damage or expense, or liability incurred by Buyer in connection therewith, arising from causes or events beyond the reasonable control of the Seller.
24. NOTICE OF LABOR DISPUTES. Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, Seller will immediately notify the Buyer of such dispute and furnish all relevant details. Seller will include a provision identical to the above in each sub-contract hereunder and immediately upon receipt of any such notice pass it on to the Buyer.

25. GOVERNING LAW AND JURISDICTION. The construction, validity and performance of this Purchase Order shall be governed by the law of England and, without prejudice to the right of the Buyer to take action against the Seller in any other court of competent jurisdiction, any claim or dispute arising from the Purchase Order shall be subject to the exclusive jurisdiction of and be determined by the courts of England.

Agreed and signed by a duly authorised representative of Seller:

Signature: ……………………… Date:…………………………
For and on behalf of (Name of Seller): ………………………………………………….