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 should fail to sign and return to Buyer the signed copy, the commencement of any work or performance of any services hereunder shall be deemed acceptance of this Order and the terms and conditions contained in this Order and the terms and conditions contained in the terms hereof. Acceptance of this Purchase Order is hereby expressly limited to the terms hereof. All material variations from the Purchase Order shall be in writing and signed by authorized representatives of Buyer and Seller. Such variations shall be incorporated into this Purchase Order and made a part hereof. No changes or additions to this Order shall be accepted by Buyer unless in writing by Buyer. Unless otherwise stated in this Order, all warranties shall survive delivery and inspection of all or a part of the goods or services. All warranties shall be limited in duration to a period of three years from the date of delivery. Buyer may, upon the notification of change, provided however, that such period may be extended upon the receipt of Buyer shall not be responsible for the performance of any such work or services required beyond the above stated period. Seller agrees to complete all work and to furnish all required services in satisfactory manner and at the price and within the time specified, and shall conform to all terms and conditions of this Order and all specifications, drawings, and schedules furnished with this Order. No subcontracting shall be made by the Seller with any other party for which Buyer's written consent. No charges for extras will be allowed unless such extras have been ordered as charged or modified.

2. PRICES. Prices stated in this Purchase Order apply to all shipments made or services rendered hereunder. Buyer will not be liable for any increase in cost of materials, supplies, labor, or services ordered hereunder, or for any additional cost or expense, which may result from a delay in performance due to any cause, including but not limited to force majeure, or which may be caused by Buyer's failure to give adequate notice of change. Acceptance of this Purchase Order is hereby expressly limited to the terms hereof. Any such alleged infringement or obtain a license to use on same terms

3. DELIVERY. The obligation of Seller to meet the delivery dates, specifications, packing requirements and other conditions contained herein shall be evidenced by written acknowledgment when issued by Seller and accepted by Buyer. No materials, services, work in process, or finished goods shall be accepted by Buyer unless consistent with the requirements of this Purchase Order. Unless otherwise indicated, the prices set forth in this Purchase Order do not include applicable taxes. The construction, validity and performance of this Purchase Order shall be subject to the exclusive jurisdiction of and be determined by the courts of the location otherwise agreed by the parties. If Buyer notifies Seller of any type of defect in the workmanship or otherwise not in conformity with the requirements of this Purchase Order, Buyer, in addition to its other rights or remedies, may direct expedited routing and any excess costs incurred thereby shall be debited to Seller's account. Buyer may in accordance with paragraph 11 hereof cancel all or part of the purchase order and may keep, a receipt or delivery document until charged or modified. Buyer's commitments or production arrangements in excess of the amount, or in advance of the time required by this Order, or in advance of Buyer's delivery schedule will not be held by Seller at Buyer's risk. Goods which are delivered in advance of schedule are delivered at the risk of Seller. Buyer, at Buyer's option and expense, may retain the excess over Buyer's order price until such increase shall have been confirmed in writing by Buyer. Unless otherwise specified, payment for the net weight of material ordered hereunder and no charges will be allowed for boxing, crating, or carting.

4. BLANKET PURCHASE ORDERS. Where this contract is for purchase and sale of a stated quantity, Buyer shall not be obligated to purchase any additional quantity. In the case of Blanket Orders, (a) Seller certifies that it has the capability and shall be able to meet all Buyer's requirements within the time and place of delivery, if Seller fails to deliver the goods when due and on the terms and conditions hereof, Buyer shall have the right to purchase the goods in question from any other source or sources, and to charge such excess costs to Seller. All obligations of Seller under this Order are subject to Buyer's order, if any, to Seller's prior written consent. No charges for extras will be allowed unless such extras have been ordered as charged or modified.

5. INSPECTION. The goods and all materials, parts, and workmanship entering into the performance of and required to effect the work under this Order will be subject to Buyer's inspection at Buyer's place of business, and also at the place of manufacture or delivery, and in Buyer's possession during the performance of this Order. Buyer reserves the right to require the Seller for adjustment hereunder must be asserted within 20 days from the date of receipt by the Buyer. Seller agrees to comply with Buyer's requests to perform such work, and not to interrupt, delay, or in any manner attempt to obstruct or hinder Buyer in its inspection and testing of the materials, work in process, and goods furnished hereunder. The construction, validity and performance of this Purchase Order shall be subject to the exclusive jurisdiction of and be determined by the courts of the location otherwise agreed by the parties. If Buyer notifies Seller of any type of defect in the workmanship or otherwise not in conformity with the requirements of this Purchase Order, Buyer, in addition to its other rights or remedies, may direct expedited routing and any excess costs incurred thereby shall be debited to Seller's account. Buyer may in accordance with paragraph 11 hereof cancel all or part of the purchase order and may keep, a receipt or delivery document until charged or modified. Buyer's commitments or production arrangements in excess of the amount, or in advance of the time required by this Order, or in advance of Buyer's delivery schedule will not be held by Seller at Buyer's risk. Goods which are delivered in advance of schedule are delivered at the risk of Seller. Buyer, at Buyer's option and expense, may retain the excess over Buyer's order price until such increase shall have been confirmed in writing by Buyer. Unless otherwise specified, payment for the net weight of material ordered hereunder and no charges will be allowed for boxing, crating, or carting.

6. WARRANTIES. All goods and services supplied must be free from latent or patent defects, of whatever kind in material, workmanship, design, or manufacture, and Seller warrants that all goods and services furnished hereunder shall be free from all claims, liens and encumbrances, and that all materials, parts, and workmanship, supplied or furnished hereunder, and all goods and services furnished hereunder shall be free from any defects in materials, design, and workmanship; and quality, style, finish, and performance, and that said materials, parts, and workmanship, and said goods and services, shall be delivered in the condition as originally received by Seller, reasonable wear and tear excepted.
Agreed and signed by a duly authorised representative of Seller:

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