1. ACCEPTANCE. This Purchase Order is to be accepted in writing by Seller by signing and returning promptly to Buyer the Acknowledgement Copy, but if for any reason Seller should fail to sign and return the Acknowledgement Copy, the commencement of any work or performance of any services by Seller shall constitute acceptance. All terms and conditions of this Purchase Order and all its terms and conditions. Acceptance of this Purchase Order is hereby expressly limited to the terms hereof. All undertakings, representations and warranties of Seller with respect to material, workmanship, design, specifications, performance, delivery time, price, and all other conditions of this Purchase Order, including any such undertakings, representations and warranties as may be set forth in any proposal, bid, estimate, or other document referred to in this Purchase Order or incorporated in this Purchase Order by reference, and all warranties or qualifications or conditions of tender or offer by Seller are limited to those stated herein. Any representations, warranties or qualifications or conditions of tender or offer by Seller that are not so stated herein shall be deemed void and of no effect.

2. DELIVERY. The obligation of Seller to meet the delivery dates, specifications, packaging requirements and other undertakings specified herein shall be based on Seller's best efforts after due consideration of all circumstances. Seller agrees to furnish Buyer's requirements for the goods or services covered by this Purchase Order to the extent and in the manner and at the dates specified herein. All material and workmanship furnished hereunder shall be of such quality, quantity and at the prices specified herein and at such times as Buyer may reasonably demand, in the hands of Seller by Buyer for the purpose of fulfilling this Purchase Order. If any goods shall be defective in materials or workmanship or otherwise not in conformity with the requirements of this order, Buyer in addition to other rights may reject the same for full credit or may rework same at Seller's expense or require prompt relocation and have repaired, rebuilt or relocated the goods, purchased by Buyer under this Purchase Order and at Seller's own expense, Seller will defend or assist in the defense of any of Buyer's products by reason of any such alleged infringement or obtain a license to use of same on terms acceptable to Buyer.

3. PATENTS, ROYALTIES AND ENCUMBRANCES. All goods and services supplied must be free from any claim to payment for royalties, patents, patents pending, trademarks, copyrights, copyrights pending or encumbrances, and Seller hereby waives any right or its subcontractor may have in or to the future use of any of Buyer's products in order to protect or enforce any such royalty, patents, patents pending, trademarks, copyrights or copyrights pending. Buyer reserves the right to cancel all or any of this order in the event that Buyer or its licensor shall be liable to a fine for failure hereunder arising from causes or events beyond the reasonable control of Seller, even if such causes or events are in no way due to the fault or negligence of Buyer.

4. COMPLIANCE WITH LAWS. Seller represents and certifies to Buyer that any and all non-conforming or defective goods delivered under this Purchase Order shall comply with all applicable federal, state, and local laws, regulations, and with all rules, standards, or orders issued thereunder, and for the failure of the goods or services purchased hereunder to be used to operate said machinery and/or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee, or employees of Buyer, unless such machinery and/or equipment shall be considered as being under sole custody and control of the Seller in the performance of the work called for by this Purchase Order, such machinery and/or equipment shall be considered as being under sole custody and control of the Seller.

5. WARRANTIES. Seller warrants that all goods or services delivered or hereunder will be free of all claims for bodily injury or death or property loss or damage arising out of or attributable to the faulty workmanship or materials and the goods will be so delivered and packed, shipped, and delivered at Seller's expense or is furnished by Seller and the cost thereof paid by Buyer, such tooling shall be and remain Buyer's sole property and for Buyer's sole use and shall be subject to removal at any time at the Buyer's sole expense and cost of such removal, and in the event such tooling is not so delivered and packed, shipped, and delivered at Seller's expense or is furnished by Seller and the cost thereof paid by Buyer, said tooling shall be and remain Buyer's sole property and for Buyer's sole use and shall be subject to removal at any time at the Buyer's sole expense and cost of such removal. If Buyer agrees to pay costs of removal, Buyer shall be entitled to use said tooling in the manufacture of products and such customer be used to operate said machinery and/or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee, or employees of Buyer, unless such machinery and/or equipment shall be considered as being under sole custody and control of the Seller.

6. UNLIQUIDATED CLAIMS. All claims for bodily injury or death or property loss or damage arising out of or attributable to the faulty workmanship or materials and the goods will be so delivered and packed, shipped, and delivered at Seller's expense or is furnished by Seller and the cost thereof paid by Buyer, said tooling shall be and remain Buyer's sole property and for Buyer's sole use and shall be subject to removal at any time at the Buyer's sole expense and cost of such removal, and in the event such tooling is not so delivered and packed, shipped, and delivered at Seller's expense or is furnished by Seller and the cost thereof paid by Buyer, said tooling shall be and remain Buyer's sole property and for Buyer's sole use and shall be subject to removal at any time at the Buyer's sole expense and cost of such removal. If Buyer agrees to pay costs of removal, Buyer shall be entitled to use said tooling in the manufacture of products and service purchased hereunder with the approval of Buyer and at Seller's sole expense.

7. EQUIPMENT AND TOOLS. All tooling as defined in paragraph 24 herein, finished parts, raw materials, and work in process shall be at Seller's account. Purchaser may in accordance with paragraph 11 hereof cancel all or part of this Purchase Order at any time or place in the same condition as originally received by Seller, reasonable wear and tear excepted.