1. ACCEPTANCE

Acceptance of this purchase order by the vendor is expressly limited to the terms and conditions contained herein. Any term or condition stated by the vendor in any prior proposal, on vendor’s acknowledgement form, or in otherwise acknowledging or accepting this order shall be amendable with the consent of Buyer. No personnel of the vendor shall be bound to the contract by any oral agreement, written or otherwise, or by any course of dealing.

2. PRICE AND DELIVERY

Vendor shall furnish the merchandise covered by this order in the quantities shown, the prices and delivery dates shown, and shall deliver the same to the F.O.B. point or F.O.B. point specified in the order. All claims for return of transportation shall be presented to the transportation company immediately upon delivery. The prices charged for the merchandise ordered are subject to change at the sole discretion of the Buyer. The vendor shall be liable to Buyer for all loss of time or damage to the merchandise or any part thereof arising out of or in connection with the performance of these terms and conditions.

3. PAYMENT

The price of the merchandise ordered shall be paid thirty (30) days after invoice date, or sooner if specifically agreed to by the parties.

4. PACKING AND SHIPPING

Vendor warrants that prices include all charges for packing, crating, and transportation to F.O.B. point. All merchandise shall be packaged, marked, and otherwise identified in accordance with good commercial practices to protect the goods against transit damage. If the goods are not delivered within thirty (30) days of shipment, the vendor shall be liable for any damages resulting from late delivery.

5. F.O.B. TITLE AND RISK OF LOSS

Unless otherwise specified on the face of the order, the F.O.B. point shall be Buyer’s location designated on the face of the order. If transportation is F.O.B. Buyer’s location, the vendor shall bear all risk of loss or damage to the merchandise, and title shall not pass to Buyer until such risk is fully insured by the vendor.

6. INVOICING

Invoicing shall be in the exclusive discretion of the vendor. seller shall send a separate invoice for each shipment, including items and numbers and accompanied by a bill of lading or receipt. The time for payment of vendor’s invoices shall commence upon the date of actual receipt of merchandise and acceptable invoices consistent with the requirements of this order.

7. ADVANCE SHIPMENTS AND COMMITMENTS

Buyer may, at its option, order merchandise in advance of the delivery schedule. Vendor shall forward all forward orders for, and schedule deliveries of materials necessary to meet the specified delivery schedule, unless Buyer has given its prior written consent to such advance commitments or work.

8. INSPECTION

Final inspection of the merchandise shall be made at the F.O.B. point unless otherwise specified in this order. Such inspection shall be made in accordance with the customer’s established inspection procedures. If the merchandise is not acceptable within thirty (30) days after delivery, it shall be returned to the vendor at the vendor’s expense.

9. WARRANTIES

In addition to all other warranties, expressed or implied, vendor warrants that the merchandise will be (i) free from defects in workmanship and materials, (ii) free from defects in design or manufacture, and (iii) suitable for the purpose for which it is to be used, and (iv) in conformity with all requirements of this order.

10. PROPRIETARY INFORMATION

All written information obtained by Buyer from Vendor concerning this order, which is identified as proprietary by Buyer, shall be received in confidence and shall remain the property of the Buyer, and shall be used and disclosed by Buyer only to the extent necessary for performance of this order.

11. COMPLIANCE WITH LAWS

Vendor shall comply with all federal, state and local laws, ordinances, rules and regulations in the manufacture and sale of the merchandise (including the performance of any services or construction work). Vendor will defend and hold Buyer harmless from any loss, damage or costs attributable to or arising out of any actual or alleged violation of any such laws, ordinances, rules or regulations.

12. USE OF VENDOR’S LITERATURE

Buyer shall have the right, at no additional charge, to use and reproduce the Vendor’s applicable literature, such as operating and maintenance manual, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. Vendor shall advise Buyer in writing of any updated information relating to the foregoing literature and documentation.

13. LIABILITY FOR INJURY

Vendor shall indemnify Buyer against any loss and liability for all personal injury and property damage caused by the merchandise sold or the services of construction work.

14. ASSIGNMENT PROHIBITED

Vendor shall not assign this order, or any rights or obligations hereunder, without the prior written consent of Buyer, and no attempted or purported assignment by Vendor shall bind Buyer on Buyer without such written consent.

15. DEFAULT AND TERMINATION

Buyer may, by written notice of default to the Vendor, terminate this order, or any part thereof, under the following circumstances:

A. If Vendor fails to deliver the merchandise (or commences performance of services or construction work included herein) in the amounts specified herein or upon the dates specified, or if Vendor fails to perform such extensions or extensions as may be authorized under this order, then Buyer may terminate this order by giving ten (10) days notice of termination to the Vendor.

B. In the event of the appointment of a trustee, receiver or liquidator for all or a portion of Vendor’s property, or the insolvency of the trustee, receiver or assignee of Vendor, or the bankruptcy, reorganization, arrangement or liquidation of Vendor by or against the Vendor, or any assignment of its assets, or for the benefit of creditors, Buyer may terminate this order by giving ten (10) days notice of termination to the Vendor.

16. WAIVER

Buyer’s failure to insist upon the performance of any provision of this order, or to exercise any right or privilege granted to Buyer under this order, shall not be construed as a waiver of any provision of this order, and the same shall continue in full force and effect. If any provision of this order is determined by a court of competent jurisdiction to be void or otherwise unenforceable, the other provisions of this order shall not be affected thereby.

17. DISPUTE RESOLUTION

Disputes regarding the interpretation or application of any provisions of this order shall be resolved through good faith negotiations between the parties. If such negotiation fails, any controversy or claim arising out of or relating to this order shall be brought to an arbitrator selected by Buyer and agreed upon by the parties. The rights and remedies of Buyer under this order shall be in addition to all other rights and remedies available at law or in equity and shall not be affected thereby.

18. GOVERNMENT LAWS

The existing laws, performance and construction of the order, including all terms and conditions thereof, shall be construed in accordance with and governed by the laws of the State of California.

19. ENTIRE AGREEMENT

This order, its terms and conditions, and all supplemental attachments, addenda or riders annexed hereto by Buyer, contain the entire agreement between the parties to the subject matter hereof, and replace and supersede any prior or contemporaneous communications, representations or agreements, whether written oral, with respect to such subject matter. The validity and enforceability of this order shall not be affected thereby.

20. NOTICES

All notices, demands, requests or approvals to be given in connection with this order shall be in writing and delivered in person or by mail, postage prepaid, and addressed to the party at the address set forth on the face of this order, or to such other address as may be subsequently be designated in writing by either party.

21. SPECIAL PROVISIONS

Notwithstanding any terms or conditions herein above, to the contrary, the Special Provisions set forth in Attachment A, attached hereto, and which shall be deemed to be incorporated herein by reference and shall be binding on Vendor and shall supersede any provision of this Purchase Order set forth herein which are in conflict therewith.