

1. Purchase Orders are accepted only in accordance with Seller's regular scheduled prices, terms, conditions and shipping allowances.
2. All deliveries are F.O.B. point of shipment. Shipment will be made by common carrier of Seller's choice. Upon delivery of the material covered hereunder to carrier, the Buyer assumes the risk of all loss thereof or damage thereto resulting from any cause whatsoever.
3. Shipping dates are approximate and are based upon prompt receipt of all necessary information. Seller shall not be liable for delays in delivery or failure to manufacture or deliver.
 1. due to causes beyond its reasonable control or
 2. due to acts of God, acts of Buyer, acts of military or civil authorities, fires, strikes, flood epidemic, war, riot, delays in transportation or car shortages, or
 3. inability due to failure beyond Seller's control to obtain necessary labor, materials, components or manufacturing facilities, or of impossibility of performance resulting from any of the above causes, Seller shall have the right to cancel this order without further liability to Buyer by giving Buyer written notice of cause or causes of such impossibility and of the exercise of such election.
 4. in the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of such delay. In the event of impossibility of performance resulting from any of the above causes, Seller shall have the right to cancel this order without further liability to Buyer by giving Buyer written notice of cause or causes of such impossibility and of the exercise of such election. Cancellation or any part of this Order shall not affect Seller's right to payment for any product delivered hereunder.
4. On any individual order or release against an order for goods not stocked as a standard item, or not packed in standard cartons or packages, or on which special fabrications are involved, Seller reserves the right to ship and invoice for a quantity of goods, which may vary up to ten percent over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for such revised quantity and consider the shipment to be complete.
5. Unless otherwise specified on the face hereof, Seller warrants to Buyer that the products sold hereunder are free from injurious defects in materials and workmanship for a period of twelve (12) months from the date of shipment. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR PURPOSE. If it appears within twelve (12) months from the date of shipment that any product sold hereunder does not meet the warranty specified above, and the Buyer notifies Seller promptly, Seller shall thereupon correct any such defect either
 1. at Seller's option, by repairing any defective product or products, or
 2. by making available at Seller's plant a repaired or replacement product F.O.B. point of shipment. Seller will make no allowance for repairs or alterations to the product made by Buyer, unless made with the advance written consent of Seller. Seller will not assume liability for costs of disassembly, reassembly or remachining of defective product. Materials furnished by suppliers to Seller are guaranteed by Seller only to the extent of the original manufacturer's express warranty to Seller. The liability of Seller to Buyer arising in any way out of this order, whether on warranty contract, negligence, or any other basis, shall not in any case exceed the cost of correcting defect in the product as provided herein, and upon the expiration of twelve (12) months from the date of shipment, all such liability shall terminate. The foregoing shall constitute the sole remedy of Buyer and the full liability of Seller.
6. Orders with definite delivery dates are accepted upon the understanding that Seller shall have the right to fill said order as it sees fit in the course of its manufacturing schedules and to hold the goods for the Buyer's account at Buyer's expense and risk, pending receipt of definite shipping instructions.
7. Seller certifies the goods supplied to Buyer were produced in compliance with the requirements of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued thereunder.
8. Buyer may cancel his order only upon written notice to Seller and upon payment to Seller of reasonable and proper cancellation charges, including but not limited to
 1. the proportionate contract price for all material completed, whether shipped or not, prior to Seller's receipt of notice of cancellation;
 2. all costs theretofore incurred by Seller in connection with material at the time notice of cancellation is received;
 3. an amount equal to the percentage of profits on all such costs, based upon manufacturing drawing estimates, or, if manufacturing drawings are not available, based upon original estimate sheets; and,
 4. the expenses incurred by Seller by reason of such cancellation, including reimbursement for any charges arising from termination of subcontract claims.
9. Upon receipt, Seller will furnish such technical advice or assistance as is available in reference to the use of its product by Buyer; it is expressly understood, however, that all such technical advice or assistance is given gratis, and Seller assumes no obligation or liability for the advice or assistance given or results obtained, all such advice or assistance being given and accepted at Buyer's risk.
10. Liability for all taxes and import or export duties, imposed by any city, state, federal or other governmental authority, which have to do with or affect the product supplied hereunder, shall be assumed and paid by Buyer. Buyer further agrees to indemnify Seller against any and all liabilities for such taxes or duties and legal fees or costs incurred by Seller in connection therewith.
11. Buyer shall provide and maintain adequate insurance for the product delivered hereunder against loss or damages by fire or other causes during the time between delivery and final payment, in an amount fully protecting Seller, and loss or damage by fire or other causes within such period shall not relieve Buyer from its obligations under this contract. Buyer shall provide and maintain adequate liability and workmen's compensation insurance covering all men who may assist in the installation of product delivered hereunder.
12. Pro rata payments shall become due as shipments are made. All orders are accepted subject to credit approval, and if in the judgement of the Seller the financial condition of the Buyer at any time does not justify continuance of production or shipment on the terms of payment specified, the Seller may require full or partial payment in advance. If shipments are delayed by Buyer, payments shall become due from date when Seller is prepared to make shipment. All accounts not paid within 30 days will be subject to service charge per month on the unpaid delinquent balance unless extended by written authorization.
13. Buyer agrees to indemnify, hold harmless and defend Seller from and against any and all claims or liabilities asserted against Seller in connection with the manufacture, sale, installation, delivery, resale, or repair or use of any product and/or system covered by or furnished under this contract arising in whole or in part out of or by reason of the failure of Buyer, its agents, servants, employees or customers to follow instructions, warnings or recommendations furnished by Seller in connection with such product, and/or system, or to comply with all applicable Federal, State and Local Laws applicable to such items including the Occupational Safety and Health Act of 1970, or by reason of the negligence of Buyer, its agents, servants, employees or customers.
14. Seller's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from the contract, or from the performance or breach thereof, or from the manufacture, sale installation, delivery, resale, repair or use of any product covered by or furnished under this contract, shall in no case exceed the cost of the product or part thereof which gives rise to the claim. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES IN THE NATURE OF PENALTIES.
15. This agreement constitutes the entire contract of sale and purchase of the products named herein. No modifications of this contract shall be binding upon the Seller unless in writing and signed by Seller, and no modifications shall be effected by Seller's acknowledgment or acceptance of Buyer's purchase order forms containing different provisions. Trade usage shall neither be applicable nor relevant to this agreement, nor be used in any manner whatsoever to explain, qualify, or supplement any of the provisions hereof.