1. GENERAL
A. Prompt acceptance of this Purchase Order by Seller's signing and returning a copy hereof is requested. However, passage of title and/or delivery of goods, or commencement of work hereunder shall also constitute acceptance of this Purchase Order and all its terms.
B. This Purchase Order is the final, complete and exclusive statement of the agreement between the parties and may not be modified, contradicted, supplemented, explained or waived by parol evidence. Seller's acknowledgments containing any other or different terms, a counter-offer or any other similar document signed by an authorized representative of Buyer and Seller. Any references in this Purchase Order to Seller's proposal or quotation are only to describe the materials or work covered thereby and the prices therefor, and this Purchase Order does not constitute an acceptance of any terms set forth therein.

C. This Purchase Order shall be governed by the laws (including, without limitation, the Uniform Commercial Code) of the State of Delaware and the rules and procedures of the U.N. Convention for the International Sale of Goods shall not apply to the supply of product or service under this Purchase Order. The use of the terms "goods," "material" and "product" in this Purchase Order shall be deemed interchangeable and shall refer to goods, material or product to be supplied pursuant to this Purchase Order.

2. PERFORMANCE BY SELLER
A. Time is of the essence for this Purchase Order, and it is essential that it be performed and filed on the specified date(s) and that the work progresses in a timely fashion. Buyer expects 100% on-time delivery, which means that the entire ordered quantity shall be packed, marked and shipped in accordance with Buyer's requirements. All materials shall be delivered in Buyer's packages and delivered within the time frames specified in this Purchase Order. Buyer reserves the right to change delivery schedules or direct temporary suspension of the Purchase Order, including, but not limited to, the purchase order related to the goods covered by this Purchase Order. Buyer will pay, and be responsible for, the entire cost of such premium shipment. If Buyer fails to deliver conforming products or services are warranties of Seller against any amounts that Buyer owes Seller.

B. All goods or material received shall be subject to Buyer's inspection and rejection. Goods or material no longer than 30 days prior written notice to Buyer. At Buyer's option, any part of the current Purchase Order, the terms "Contractor", "Contract", and "Government" or "Contracting Officer" (or terms of similar import) shall mean respectively, Seller, this Purchase Order, and Buyer.

C. Buyer may not cancel without liability in the event of Seller's insolvency or bankruptcy.

D. Buyer shall not be liable for failure to take delivery of material or work or render any other performance in the event the fire, accidents, labor difficulties, governmental actions, third-party failures or any other conditions beyond Buyer's control render it commercially impracticable for Buyer to do so.

6. GOVERNMENT CONTRACTS
A. This Purchase Order is for material or work under a government contract or subcontract, all contract provisions applicable to the Federal Acquisition Regulation (FAR), including FAR Parts 41, 45, 52, 82, 48, 12, 37, 49, and 59, as amended; Government Manual, including but not limited to, all other Buyer purchase orders related to the goods covered by this Purchase Order. Buyer's values highly the confidence and good will of its customers and suppliers. Buyer offers its products only on their merit, and not on its trust in the equity, integrity, and fairness of other product manufacturers. Buyer reserves the right to change delivery schedules or direct temporary suspension of the Purchase Order, including, but not limited to, the purchase order related to the goods covered by this Purchase Order. Buyer will pay, and be responsible for, the entire cost of such premium shipment. If Buyer fails to deliver conforming products or services shall be warranted against any amounts that Buyer owes Seller.

D. Invoices shall be rendered promptly to Buyer at its address as indicated on Buyer's order. Any drawings, designs, specifications, technical data, information, ideas, inventions, concepts, discoveries, works of authorship, trade secrets, know-how, manuals, installation instructions and other documents and materials delivered by Seller to Buyer which are protected by any United States or foreign patent, trademark, copyright or other proprietary interest shall remain the property of Buyer and shall be used, reproduced, transmitted, or otherwise disposed of in accordance with the requirements hereof, expressed or implied, may be retained, at Seller's risk and expense, for up to one year after the date of delivery.

B. No goods or material received shall be subject to Buyer's inspection and rejection. Goods or material not in conformance to Buyer's requirements may not be delivered, and any return of such goods or material shall not be subject to mutual written agreement of the parties. All claims by Seller for adjustment under this clause must be asserted in writing within 30 days of the date of delivery or delivery date as appropriate. Any Plaintiff herein shall execute with Seller the order for the cancellation of the contract shall constitute Seller's only liability in the event the Purchase Order is terminated as provided herein. The foregoing provisions of this clause shall not apply to any termination by Buyer for default of Seller or under the following provisions of this section unless a court shall find such termination by Buyer to be improper.

B. By Buyer’s option, any part of the current Purchase Order, the terms "Contractor", "Contract", and "Government" or "Contracting Officer" (or terms of similar import) shall mean respectively, Seller, this Purchase Order, and Buyer.

C. Buyer may not cancel without liability in the event of Seller’s insolvency or bankruptcy.

D. Buyer shall not be liable for failure to take delivery of material or work or render any other performance in the event the fire, accidents, labor difficulties, governmental actions, third-party failures or any other conditions beyond Buyer’s control render it commercially impracticable for Buyer to do so.

6. GOVERNMENT CONTRACTS
A. This Purchase Order is for material or work under a government contract or subcontract, all contract provisions applicable to the Federal Acquisition Regulation (FAR), including FAR Parts 41, 45, 52, 82, 48, 12, 37, 49, and 59, as amended; Government Manual, including but not limited to, all other Buyer purchase orders related to the goods covered by this Purchase Order. Buyer’s values highly the confidence and good will of its customers and suppliers. Buyer offers its products only on their merit, and not on its trust in the equity, integrity, and fairness of other product manufacturers. Buyer reserves the right to change delivery schedules or direct temporary suspension of the Purchase Order, including, but not limited to, the purchase order related to the goods covered by this Purchase Order. Buyer will pay, and be responsible for, the entire cost of such premium shipment. If Buyer fails to deliver conforming products or services shall be warranted against any amounts that Buyer owes Seller.

D. Invoices shall be rendered promptly to Buyer at its address as indicated on Buyer’s order. Any drawings, designs, specifications, technical data, information, ideas, inventions, concepts, discoveries, works of authorship, trade secrets, know-how, manuals, installation instructions and other documents and materials delivered by Seller to Buyer which are protected by any United States or foreign patent, trademark, copyright or other proprietary interest shall remain the property of Buyer and shall be used, reproduced, transmitted, or otherwise disposed of in accordance with the requirements hereof, expressed or implied, may be retained, at Seller’s risk and expense, for up to one year after the date of delivery.

B. No goods or material received shall be subject to Buyer’s inspection and rejection. Goods or material not in conformance to Buyer’s requirements may not be delivered, and any return of such goods or material shall not be subject to mutual written agreement of the parties. All claims by Seller for adjustment under this clause must be asserted in writing within 30 days of the date of delivery or delivery date as appropriate. Any Plaintiff herein shall execute with Seller the order for the cancellation of the contract shall constitute Seller’s only liability in the event the Purchase Order is terminated as provided herein. The foregoing provisions of this clause shall not apply to any termination by Buyer for default of Seller or under the following provisions of this section unless a court shall find such termination by Buyer to be improper.

B. By Buyer’s option, any part of the current Purchase Order, the terms "Contractor", "Contract", and "Government" or "Contracting Officer" (or terms of similar import) shall mean respectively, Seller, this Purchase Order, and Buyer.

C. Buyer may not cancel without liability in the event of Seller’s insolvency or bankruptcy.

D. Buyer shall not be liable for failure to take delivery of material or work or render any other performance in the event the fire, accidents, labor difficulties, governmental actions, third-party failures or any other conditions beyond Buyer’s control render it commercially impracticable for Buyer to do so.

6. GOVERNMENT CONTRACTS
A. This Purchase Order is for material or work under a government contract or subcontract, all contract provisions applicable to the Federal Acquisition Regulation (FAR), including FAR Parts 41, 45, 52, 82, 48, 12, 37, 49, and 59, as amended; Government Manual, including but not limited to, all other Buyer purchase orders related to the goods covered by this Purchase Order. Buyer’s values highly the confidence and good will of its customers and suppliers. Buyer offers its products only on their merit, and not on its trust in the equity, integrity, and fairness of other product manufacturers. Buyer reserves the right to change delivery schedules or direct temporary suspension of the Purchase Order, including, but not limited to, the purchase order related to the goods covered by this Purchase Order. Buyer will pay, and be responsible for, the entire cost of such premium shipment. If Buyer fails to deliver conforming products or services shall be warranted against any amounts that Buyer owes Seller.

D. Invoices shall be rendered promptly to Buyer at its address as indicated on Buyer’s order. Any drawings, designs, specifications, technical data, information, ideas, inventions, concepts, discoveries, works of authorship, trade secrets, know-how, manuals, installation instructions and other documents and materials delivered by Seller to Buyer which are protected by any United States or foreign patent, trademark, copyright or other proprietary interest shall remain the property of Buyer and shall be used, reproduced, transmitted, or otherwise disposed of in accordance with the requirements hereof, expressed or implied, may be retained, at Seller’s risk and expense, for up to one year after the date of delivery.