1. Terms. The terms and conditions of this Purchase Order, including those on the face hereof and those
set forth below and in the Supplemental Terms and Conditions attached hereto, if any, represent the entire agreement
between Buyer and Seller. Acceptance of any part of this Purchase Order, and no purported revisions of, additions to, or
deletions from this Purchase Order shall be effective, whether or not Buyer is made aware of, acknowledges, or otherwise,
accepts, and no local, general, commercial, trade custom or usage, shall be deemed to effect any variation herein unless expressly agreed to in writing by Buyer's authorized representative. The delivery of any goods or the furnishing of any services pursuant to this Purchase Order shall be accepted at Buyer's risk, and Seller shall be responsible for any injury or damage to persons or property during transportation, or in storing or handling the goods or services, or in the performance of this Purchase Order, and in strict accordance with its terms and conditions. To the extent that terms appearing on the face of this Purchase Order are inconsistent with those set forth hereafter, the terms hereafter shall govern. Any reference to the Proposal pursuant to Seller's proposal shall be exclusive of any terms and conditions attached to or referred to therein.

2. Specifications. All goods and services furnished pursuant to this Purchase Order shall strictly conform to the
Specifications attached hereto as the Specifications in this Purchase Order. No change in this Purchase Order, shall be made except upon written application to, and subsequent written authority of, Buyer.

3. Time and Place of Delivery, Buyer's Inspection, Acceptance. Time is of the essence of this Purchase Order.
All goods shall be delivered to Buyer at Buyer's facilities in accordance with the shipping data in this Purchase Order, and all goods shall be shipped in accordance with Buyer's transportation requirements. Buyer reserves the right to reject goods and to cancel all or any portion of this Purchase Order in the event of failure to deliver at the time and place specified. Buyer's acceptance of any part of a shipment not delivered as specified herein shall not obligate Buyer to accept any other part of the same or any future shipments. If Seller is required to provide a Safety Data Sheet, they will be delivered to Buyer prior to delivery of any goods under this Purchase Order. All goods shall be represented to Buyer as being free from fire, water, and other hazards and Buyer reserves the right to accept or reject any parts of the goods on that ground. Seller's expenses which fail to conform strictly to the requirements of this Purchase Order. All materials are subject to inspection and testing at manufacturer's plant.

4. Extension of Time of Delivery. Buyer shall not be liable to Seller for any failure of Buyer to take any delivery hereunder when due, if occasioned by any event beyond Buyer's reasonable control, including without limitation fire, food, earthquakes, lighting or other acts of God; acts of, or compliance with the directions of, civil or military authority, including any federal, state or local agency or authority; war; riots; insurrections; sabotage; accident; embargo; inability to obtain materials or equipment or labor; or otherwise, which shall delay shipment. Seller's option, the time for delivery hereunder shall be extended to the extent of the delay caused by any such circumstance and the deliveries so entitled shall be made during the period of such extension.

5. Risk of Loss. Risk of loss of any goods sold hereunder shall transfer to Buyer at the time and place of delivery, provided that risk of loss prior to actual receipt of the goods by Buyer shall nonetheless remain with Seller.

6. Shipment. Goods must be shipped by the particular route, method and carrier as stated in this Purchase
Order. If no such shipping data is provided, Buyer has the right to specify a more rapid method of shipment than was specified originally and Seller shall bear, at no additional cost to Buyer, any extra charges, if any, incurred thereby.

7. Packing, Marking, and Stowing. A packing list shall be included with each shipment. Two copies of Seller's invoices, together with original bills of lading, properly signed by carrier's representative, shall be forwarded to Buyer. A packing list shall be included with each shipment, and each separate package within each shipment shall clearly reference piece number. Buyer's Purchase Order number and Seller's packing slip number. Part shipments must be identified as such on the shipping memoranda and invoices.

8. Payment, Waiver of Liens. Payment to Seller may, at Buyer's option, be made by electronic funds transfer (EFT). Payment shall be made to the account(s) set forth in the proposal and accepted by Buyer, if any. Payment shall be free of all claims, demands, liens and encumbrances arising out of Seller's performance of this Purchase Order or rising out of any claim for goods or services furnished hereunder, and Buyer's use of goods furnished hereunder, or for the payment of any taxes or other expense, cost, charge, or liability assessed, imposed, or levied against or relating to any such goods, services, or the like, except as expressly agreed by Buyer. As a condition to any payment to Seller, Seller shall provide to Buyer, or, if required by Buyer, an invoice itemizing any taxes or other expense, cost, charge, or liability assessed, imposed, or levied against or relating to any such goods, services, or the like.

9. Seller's Warranties. Seller expressly warrants that for a period of one year after Buyer's acceptance of the goods or services hereunder, or for such longer period as may be expressly provided in this Purchase Order or under applicable law, all goods and services covered by this Purchase Order will: (a) strictly conform to Seller's specifications, drawings, samples and other written materials and descriptions, or, to the extent the goods were purchased to Buyer's specifications and drawings as set forth or referred to in this Purchase Order, that the goods strictly conform with those specifications and drawings; (b) be free from defects in design, material and workmanship; (c) be of merchantable quality and suitable for the particular purposes intended, whether express or reasonably implied; and (d) bear all warnings, labels, and markings required by applicable laws and regulations.

10. Buyer's Remedies. Buyer's acceptance of all or any part of the goods or services provided hereunder shall not be deemed a waiver of the failure of such goods or services to conform to all of the warranties set forth in Section 9. Buyer may, at any time and from time to time, void any part of this Purchase Order, and void any parts of this Purchase Order.