1. Acceptance: This Purchase Order when signed by a duly authorised representative of Buyer, shall be construed as an offer to purchase the materials and services hereinafter stipulated for firm acceptance within the terms and conditions hereof. Buyer’s signature on this Purchase Order shall constitute a promise to purchase the materials and services hereinafter stipulated, subject to the requirements, herein stated.  

2. Conditions: No variation in any of the terms, conditions or requirements hereof, nor any additional terms shall be effective or binding on Buyer without the written consent of Buyer, and no contract will result from this Purchase Order or any part hereof, except as herein stated, unless stated, unless otherwise allowed for herein, Buyer’s instruction, request or order shall be treated as a separate contract, governed by the terms and conditions of this Purchase Order and any such instruction, request or order shall be subject to the terms and conditions of this Purchase Order. All terms, conditions and requirements herein stated, shall constitute acceptance of the Purchase Order on the terms and conditions hereof stated.

3. Complaince: Seller warrants that in the furnishing of the materials and equipment, and in the performance of the services, required hereunder, Seller will comply with all applicable federal, state and local laws, ordinances and regulations, including but not limited to those concerning health, safety and employment of persons, and that Seller shall obtain all necessary licenses and permits and pay all fees thereon and other charges thereto required, and will furnish Buyer upon request, such evidence of compliance with this warranty as Buyer may require.

4. Warranty: (a) All items furnished to and/or manufactured by Seller shall be new and of first class materials and workmanship, shall conform to applicable specifications, drawings, samples or other descriptions herein set forth or furnished pursuant to this Purchase Order, and the extent that delivery of such items or services covered by the Purchase Order is delayed by reason of any acts of God, fire, strikes, lockouts or any other contingency or causes beyond Seller’s control, shall be performed by qualified personnel, fully experienced in performing such service.  

5. Taxes: Seller hereby warrants that the items of materials and equipment furnished herewith, and any parts or units and/or any combination thereof, shall not infringe any existing patent or patent application or any patent now or hereafter issued or be subject to any statutory or other legal restriction, and Buyer shall have no liability for any infringement of any existing patent or patent application which may result from the use or sale of any item furnished hereunder.

6. Assembly: Any special equipment or machinery which shall be assembled and tested in Seller’s shop in accordance with equipment, specifications and requirements herein set forth or furnished pursuant to this Purchase Order, and furnished to Buyer, shall be assembled and tested in Seller’s shop, without Buyer’s direct supervision, and Buyer shall have the right to test such equipment or machinery and to require of Seller corrective action hereunder.

7. Delivery: Delivery shall be made within the time specified, except to the extent prevented by causes beyond the control of Seller, and to the extent that delivery of such items or services covered by this Purchase Order is delayed by reason of any acts of God, fire, strikes, lockouts or any other contingency or causes beyond Seller’s control; Buyer will have the right to test such equipment or machinery and to require of Seller corrective action hereunder.

8. Shipping and Packing: Seller shall comply with the following requirements in connection with shipments and packing: (a) If this Purchase Order covers Merchandise manufactured or fabricated to Buyer’s specification or specifications, Buyer, at its own risk and expense, shall determine if any such deviation is necessary. If any such deviation is necessary, Buyer may, at its own risk and expense, make any such deviation, and Seller shall not be responsible for any such deviation.

9. Warranty: (a) Seller warrants that all items delivered under the Purchase Order shall be new and of first class materials and workmanship, and shall conform to applicable specifications, drawings, samples or other descriptions herein set forth or furnished pursuant to this Purchase Order, and the extent that the delivery of such items or services covered by the Purchase Order is delayed by reason of any acts of God, fire, strikes, lockouts or any other contingency or causes beyond Seller’s control, shall be performed by qualified personnel, fully experienced in performing such service.

10. Indemnification: (a) Seller will defend, save harmless and indemnify Buyer and its customer against any claims based thereon. (b) All claims arising from or caused by any breach of warranty by Seller hereunder shall be made by Buyer to the extent the claim is recoverable by Buyer from the manufacture or supplier from whom the claim is made.  

11. Interim Payment: (a) All interim payments shall be paid to Seller's account.  

12. Payment: (a) All interim payments shall be paid to Seller's account.  

13. Cancellation: In addition to and without prejudice to the right to cancel under clause 15 hereof, Buyer may terminate this Purchase Order in accordance with the following provisions: (a) If this Purchase Order covers Merchandise manufactured or fabricated to Buyer’s Specification or specifications especially prepared by Seller to Buyer, then at any time prior to delivery of all Merchandise covered by this Purchase Order, Buyer may terminate this Purchase Order in whole or in part by written notice to Seller and in such event the following provisions shall apply: (i) Immediately upon receipt of such notice of termination or upon such other date as may be specified in said notice, Seller shall stop all work in connection with the Purchase Order or any part hereof as hereinafter directed by Buyer. (b) Buyer and Seller shall accept and accept at full compensation Seller’s actual direct-out-of-pocket costs (which shall be determinable by Buyer at the time of termination) plus payments previously made excess proportion of the total aggregate purchase price specified herein that the work actually performed by Seller up to the time of termination.

14. Applicable Law: The Merchant Rule or any state or federal tax assessed on the purchase of the materials and equipment to be used or furnished under this Purchase Order, or any part of such purchase, shall be paid by Buyer and applicable to Buyer and Buyer’s customer.

15. Taxes: Except as otherwise provided in this Purchase Order the prices stated herein include all applicable federal, state and local taxes and duties but do not include any such tax or duty for which an exemption is available. Seller agrees to use information in any manner detrimental to the interest of Buyer or Buyer’s customer.

16. Publicity: Seller shall not advertise or publicize the fact that he has contracted to supply any of the items of materials, equipment or services furnished hereunder, without first obtaining the prior written permission of Buyer and Buyer’s customer.