Purchase Order Terms and Conditions

This Purchase Order for goods and/or services, as applicable, ("Order") is neither an expression of any offer made to Buyer by Seller nor a confirmation of any contract between Buyer and Seller. This Order is an offer to the Seller to contract on the terms set forth on the face of the Order and hereinafter, and such offer expressly limits acceptance by Seller to the terms set forth. Any additional or different terms proposed by Seller are specifically rejected, unless otherwise expressly agreed to in a writing signed by an authorized representative of Seller.

TERMS OF PURCHASE ORDER

1. CONFIDENTIAL RELATIONSHIP

Seller agrees that it will hold in confidence and will not disclose to any person, firm or entity, and will not use for any purpose or any commercial advantage or to any other purpose, any Confidential Information that Buyer discloses to Seller hereunder or in any other transaction for goods and/or services covered by this Order.

2. ACCEPTANCE

Unless otherwise specified in the Order, Buyer will consider as accepted all Orders and modifications to Orders ("Order(s)") that are sent by Seller to Buyer in writing and that are not explicitly rejected by Buyer in writing. Seller’s failure to promptly respond in writing to Buyer’s requests for additional information, changes or other modifications to the Order shall not be construed as acceptance of the Order by Seller.

3. PERFORMANCE

Seller shall perform the Services and supply the Goods in a good and workmanlike manner in accordance with the highest standards of the industry. Seller shall perform the Services and supply the Goods in a timely manner and in compliance with all applicable laws, regulations, and ordinances. Seller shall ensure that all Goods are delivered to Buyer in accordance with the terms and conditions of this Order. All Goods shall be delivered free of any liens, claims, or encumbrances.

4. PRICE AND PAYMENT

5. INDEPENDENT CONTRACTOR

The parties hereto are independent contractors and nothing contained in this Order shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint venturers. Both parties agree that they shall neither have the power nor right to bind or obligate the other, nor shall either hold itself out as having such authority. Seller represents and warrants to Buyer that Seller is not a party to any agreement which would prevent it from fulfilling its obligations under this Order.

6. PURCHASER’S PROPERTY

Except as otherwise agreed in writing, all materials and equipment furnished hereunder by Seller shall remain the property of Buyer and shall be subject to the same security interest or lien rights of Buyer that may arise in goods in Seller’s possession.

7. RESOLUTION OF CONFLICTS

In the event of any conflict or dispute arising out of or related to this Order, the parties shall first endeavor to resolve the conflict or dispute through good faith negotiations. If the parties are unable to resolve the conflict or dispute within thirty (30) days after written notice, either party may refer the dispute to arbitration as provided herein.

8. PACKING

9. PRICE AND PAYMENT

10. TITLE AND RISK OF LOSS

11. CHANGES

12. TERMINATION

13. INTELLECTUAL PROPERTY RIGHTS

14. QUALITY ASSURANCE – WARRANTIES

15. DEFECTIVE GOODS

16. INSPECTION AND ACCEPTANCE

17. INDEMNIFICATION AND INSURANCE

18. FABRICATION AND MATERIAL COMMITMENT

19. MATERIAL FURNISHED OR PAID FOR BY BUYER

20. TAXES

21. ASSIGNMENT

22. REMEDIES

23. GOVERNING LAW

24. NOTICES

25. NOTICES