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### **CONDITIONS FOR BUYING OF PRODUCTS AND SERVICES**

1. **ACCEPTANCE AND ENTIRETY:** This order, when accepted by Seller shall constitute the contract with reference to its subject matter and shall not be altered, amended, supplemented or cancelled without Buyer's written approval. Seller's written acceptance of this order, the shipment of any article, or commencement of performance hereunder shall constitute acceptance of this contract.
2. **EXCUSES FOR NON-PERFORMANCE:** Each party shall be absolved from its obligations under this contract when and to the extent that performance is delayed by reason of Acts of God, fire, explosion, war, riots, strikes, labor disputes, embargo or governmental laws, orders, or regulations, or (in case of Buyer only) when and to the extent that Buyer determines that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated by reasons of the foregoing causes.
3. **CHANGES:** Buyer shall have the right to make changes in the order. If such changes affect delivery or the amount to be paid by Buyer, Seller shall notify Buyer immediately and negotiate an adjustment.
4. **DELIVERY SCHEDULE:** Unless otherwise agreed in writing, Seller shall not make material commitments or production arrangements in excess of the amount, or in advance of the time necessary to meet Buyer's delivery schedule. Goods shipped to Buyer in excess or in advance of schedule may be returned to Seller at Seller's expense.
5. **REJECTIONS:** If any of the goods are found at any time not to be in conformity with the requirements of the order, Buyer, in addition to any other rights which it may have under written or expressed warranties or otherwise, shall have the right to reject and return such goods at Seller's expense, such goods not to be replaced without suitable written authorization from Buyers.
6. **TERMINATION:** If Seller ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature) or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is named by the Seller, Buyer may terminate the order without liability except for deliveries previously made or for goods covered by the order then completed and subsequently delivered in accordance with the terms of the order.
7. **CANCELLATION:** This order may be cancelled, in whole or in part, by written notice to the Seller. In the event of cancellation: 1. Stock items will be without penalty to the Buyer. 2. Buyer shall not be liable in excess of actual cost or expenses incurred through ordering or starting production of material.
8. **BUYER'S PROPERTY:** When material is made to blueprints furnished by Buyer, the design shall be considered Buyer's and the same article, or parts thereof, are not to be furnished to anyone else without Buyer's prior written permission.
9. **RETURN OF PROPERTY:** Upon completion, cancellation or termination of this contract, Seller shall return to Buyer upon demand all drawings, specifications, pertinent data, tools, jigs, fixtures, and materials furnished by the Buyer for execution of the contract.
10. **PROPERTY OBLIGATION:** Unless otherwise stated, Buyer shall be under no obligation to furnish or pay for property of any description required by the Seller for meeting the requirements of this contract.
11. **INFORMATION:** Any knowledge or information which the Seller shall have disclosed or may hereafter disclose to the Buyer in connection with the purchase of the goods or services covered by this order shall not, unless otherwise specifically agreed upon in writing by the Buyer, be deemed to be confidential or proprietary information and shall be acquired free from any restrictions (other than a claim for patent infringement) as part of the consideration for this order.
12. **INDEMNITY:** The Seller agrees to indemnify and save the Buyer harmless against all liabilities, claims or demands for injuries or damages to any person or property arising out of the Seller's acts or omissions in the performance of this contract. It is further agreed that Seller will obtain and maintain full and adequate insurance coverage to fulfill the obligations under this contract and that the Seller will furnish to Buyer a certificate confirming said insurance upon request.
13. **PRICE:** The prices to be paid for the goods or services covered by this purchase order shall not exceed the ceiling prices, if any established by any applicable regulation or order under the Defense Production Act of 1950, as amended. If any price pertaining to this purchase order is in excess of such ceiling price, such ceiling price shall be substituted for the price specified in this purchase order, and if any other provision of this purchase order is in violation of any applicable regulation or order issued under said Act, such provision shall be modified to conform to such regulation of order.
14. **COMPLIANCE WITH LAWS:** In accepting this order, Seller represents that it has and will continue during the performance of this order to comply with the provisions of all federal, state and local laws and regulations from which liability may accrue to Buyer from any violation thereof. By acceptance hereof, Seller certifies compliance with the "Fair Labor Standards Act" of 1938, as amended and with Executive Order No. 11246 of September 24, 1965 in the performance of this order.
15. **PRIVACY:** The information in this purchase order is confidential to the intended recipient and may be legally privileged. You must not disclose, copy, or distribute its contents to any other person nor use its contents in any way.