



TERMS AND CONDITIONS

1. Acceptance - this order may be accepted only by Seller's signing and returning to Buyer immediately the acknowledgement copy of the order with Seller's acceptance signature affixed which will also constitute Seller's acceptance of all conditions herein. No additional or different terms or modifications except as authorized on the reverse side hereof shall be binding on Buyer without Buyer's signed consent, notwithstanding anything to the contrary in any acknowledgement, invoice or other form of Seller notwithstanding Buyer's act of accepting and paying for any shipment or services covered hereby or similar act.
2. Warranty – Seller warrants that it has title to the articles herein specified and that they are merchantable, free from defects in labor, materials or fabrication and conform to the requirements of the order. All materials will be received subject to inspection and test. Rejected materials will be returned at Seller's expense, and adjustment made either by credit or replacement at Buyer's discretion.
3. Inspection – this order is subject to quality assurance provisions listed on the reverse side hereof. All articles ordered will be subject to final inspection and approval by Buyer after delivery notwithstanding prior payment, it being specifically agreed that payment shall not constitute final acceptance. Buyer may reject any article which contains defective material or workmanship or does not conform to specifications or samples. Rejected articles shall be returned at Seller's risk and expense at full invoice price plus applicable incoming transportation charges. No replacement of defective material shall be made unless specified by the Buyer, notwithstanding any right to cure such defects otherwise available to Seller under applicable law.
4. Prices – if prices are not stated in this order, Seller agrees that the goods shall be billed at the prices last quoted by Seller, or the prevailing market rate, whichever is lower. (Please quote price on each item on the acceptance copy.)
5. Cancellation – Buyer reserves the right to cancel this order or any portion of same and charge Seller for any loss entailed if (1) Delivery is not made when and as specified, time being of the essence of this order. When Seller has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to Buyer; or (2) Material (s) or services do not conform to Buyer's specifications. On Buyer's orders for foodstuffs, the unused balances may be cancelled by Buyer anytime it finds the product inferior in quality and unsuitable for use by it. Buyer reserves the right to cancel this order at any time prior to shipment, subject to an equitable adjustment of the price.
6. Quantities – Buyer reserves the right to reject and return at Seller's expense material exceeding the quantity ordered.
7. Force Majeure – Buyer shall not be liable for failure or delay in accepting delivery or otherwise performing its obligations under this order occasioned by strikes, lockouts, labor trouble, breakdown of plant or machinery, inability to obtain equipment, materials, supplies, labor or transportation, fires, accidents, casualty, floods, act of God, or other causes beyond its control.
8. Insurance – should this order cover the performance of labor for the Buyer, the Seller agrees to indemnify and protect the Buyer against all suits, liabilities or claims for injuries or damages to any person or property growing out of the performance of this contract. Seller also agrees to furnish a certificate from his insurance carriers showing that he carries adequate workmen's compensation, public liability, and property damage insurance coverage. The certificate must show the amount of coverage, number of policy, and date of expiration.
9. Indemnification – Seller shall defend, indemnify and hold harmless Buyer against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of Seller, its agents, employees or contractors. This indemnification shall be in addition to the warranty obligations of Seller.
10. Compliance with Applicable Laws, etc. – Seller agrees that in the performance of its obligations hereunder, it will comply with all applicable laws, statutes, rules, regulations or orders of the United States Government, or any state or political subdivision thereof, and same shall be deemed incorporated herein by reference. Seller agrees to indemnify and hold harmless Buyer against any loss occasioned by Seller's failure to comply with any federal, state or other laws and regulations applying to the goods purchased under this order. This order shall be governed by the internal laws of the State of Pennsylvania, without regard to principles of conflict of laws. In any action relating to this order, Seller consents to the personal jurisdiction of any court of record of the State of Pennsylvania or any court of the United States located in the State of Pennsylvania and waives any argument or objection which Seller might have against or to such jurisdiction or the laying of the venue of any such action in any such court.
11. Verbal Orders – no verbal orders shall be binding unless confirmed by Buyer's receipt of the acknowledgement copy of this order.
12. Force of Conditions – it is understood and agreed that supplemental documentation, when issued, shall be subject to all the terms, provisions and conditions of the original order bearing the same number.
13. Changes – Buyer shall have the right to make changes in this order from time to time, subject to an equitable adjustment of the price. No modifications of this order shall be binding upon Buyer unless made by Buyer in writing.
14. Risk of Loss – Seller agrees to assume all risk of loss and damage until goods are delivered to Buyer at place designated in order. Insurance which may be obtained by Seller upon such goods is to be at Seller's expense, and is not to be included in the purchase price, but shall be payable to Seller and Buyer as their interest may appear. No act or omission of Buyer shall have any effect upon the risk of loss of the goods which are the subject of this order.
15. Entirety – this order constitutes the entire agreement between the parties relating to the purchase made hereunder.
16. Assignment – neither this order nor any interest therein shall be assigned by Seller except upon prior written consent of Buyer.