1. ACCEPTANCE - This Purchase Order shall not constitute a binding agreement until accepted by the Seller by acknowledgment receipt and acceptance by immediately returning to the Buyer the acknowledgment form properly executed. Acceptance of this Purchase Order shall constitute acceptance of the terms and conditions set forth herein. If the Buyer does not receive the acknowledgment receipt and acceptance within five (5) business days of the date of this Purchase Order, the performance by the Seller pursuant to this Purchase Order shall constitute an acceptance of this Purchase Order, including its terms and conditions, by the Seller. No modification of the Purchase Order will be binding on the Buyer unless agreed to, in writing, by a duly authorized agent of the Buyer.

2. PRICES - The price indicated on this Purchase Order includes packing and shipping cost unless otherwise specified. The Seller expressly warrants that the prices charged herein are not in excess of the lowest price to any other customer for like or similar quantities. The purchase price includes all Federal, State and local taxes and duties.

3. PACKING AND SHIPPING - Damage to any merchandise not packed to insure proper protection to same, if accepted by the Buyer, will be charged to the Seller. The Seller will not insure shipment made F.O.B. Seller's plant unless specifically requested to do so by the Buyer.

4. WARRANTY - Seller expressly warrants that all articles, materials and work or services ordered to specification will conform thereto, and to the specifications, drawings, samples or other descriptions furnished by the Buyer, or that if not ordered to specification that they will be fit and sufficient for the purpose intended and that all articles will be of good quality and workmanship and free from defects, including latent. This warranty shall run to the Buyer and/or its vendors, and shall survive delivery and be of the essence of the contract. The Buyer may refuse any delivery if prevented by strikes, casualty, or other causes beyond its control from receiving or using it. If the Seller refuses or fails to make deliveries of the material or supplies ordered within the time specified, or any extension thereof agreed to by the Buyer, in writing, the Buyer may rescind this Purchase Order, or order from others, and complete the purchase of such material or supplies, without cost to the Buyer. In such event, the Seller agrees to save the Buyer harmless from any damage resulting from Seller’s refusal or failure to make deliveries as specified, including, but not limited to the cost of purchasing such material or supplies elsewhere, and any other costs which might result if deliveries are not made in accordance with the terms of this Purchase Order including, but not restricted to Acts of God, strikes, freight embargoes, further provided, however, that the seller will not be charged with any such costs paid by the Buyer when the delay in the Seller in making deliveries is due to the fault or neglect of the Seller and, without limitation, for the Seller's negligence, including but not restricted to Acts of God, strikes, freight embargoes, further provided, however, that the seller shall notify the Buyer in writing of any anticipated delay within one week after first obtaining notice that such delay may occur. The Buyer may cancel all or part of the Purchase Order at any time without any cost to the Buyer, place a hold or stop order with respect to any deliveries to be effected under this Purchase Order. In such event, the delivery schedule will be extended to reflect any delay in delivery solely attributable to such order upon written request therefore by the Seller within 30 days after the placing of such hold or stop order by the Buyer. No cost consequences, however, may be imposed upon the Buyer as a result thereof.

9. INDEMNITY - The Seller agrees to protect, indemnify and hold harmless the Buyer, its successors, assigns, and representatives and users of its products, against any liability, loss, damage or expense whatsoever, resulting from any infringement of any United States or Canadian patent, trade names or trademarks (except those owned or controlled by the Buyer) by anything or material of Seller's manufacture, composition, design or installation furnished to the Buyer under this Purchase Order. The Buyer agrees to notify the Seller of any claim, demand of suit for infringement involving any such thing or material within a reasonable time.