

Terms & Conditions of Purchase

1. Notwithstanding anything in this purchase order to the contrary, to the extent that seller and buyer have signed a written agreement that governs the goods and/or services purchased pursuant to this purchase order that agreement (the "Signed Agreement") shall control and nothing in these terms and conditions of purchase ("Terms and Conditions") shall add to, modify, supersede or otherwise alter the Signed Agreement. If the parties do not have a Signed Agreement then these Terms and Conditions shall control and shall not be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of buyer and delivered by buyer to seller, and if there is no Signed Agreement each shipment received by buyer from seller shall be deemed to be only upon these Terms and Conditions except as they may be added to, modified, superseded or otherwise altered by buyer, notwithstanding any terms and conditions that may be contained in any acknowledgement, invoice, or other form of seller and notwithstanding buyer's act of accepting or paying for any shipment or similar act of buyer.
2. If this purchase order is sent to seller in response to a quotation or an offer of seller submitted to buyer, then this purchase order and these Terms and Conditions shall supersede and control all provisions in the quotation and offer of seller and unless a Signed Agreement exists shall be considered a counter-offer.
3. Seller's shipment of any of the goods, or performance of any of the services, covered by this purchase order, or seller's receipt of any payment made pursuant to this purchase order, constitute seller's acceptance of said purchase order (including these Terms and Conditions) as fully as if seller had accepted them in writing unless there is a Signed Agreement in which case the terms and conditions of that agreement shall control.
4. Prices for goods and services covered by this purchase order are firm, except as expressly stated otherwise on the face side hereof.
5. Buyer shall have access to seller's and its suppliers' facilities at any time during normal business hours in order to inspect and determine the process of the work and/or to expedite the work.
6. Seller warrants that all goods delivered hereunder shall be of new and first quality material, of good workmanship and free from defects, and that such goods shall conform to specifications, drawings, samples or other descriptions referenced herein and shall benefit for the purpose for which purchased when the purpose has been made known to seller (unless buyer has furnished the design for same). Seller further warrants that services furnished hereunder shall conform to specifications and shall be performed in a skilled and workmanlike manner. Goods and services found to be defective in material or workmanship or nonconforming with specifications within eighteen months from the date of shipment (or performance) or twelve months from the date of putting same into service whichever date occurs later, shall, at buyer's option, be corrected or repaired in place by seller, or be replaced at buyer's facilities by seller, or be returned to seller at seller's expense (including transportation and handling costs) for a full refund. This warranty shall survive any inspection, delivery or acceptance of goods and services, or the payment for same by buyer.
7. Seller shall indemnify, defend and hold buyer harmless from and against any and all liabilities, claims or suits based upon actual or alleged infringement of any patent, copyright, trademark, license or similar right resulting from the furnishing of goods or services hereunder. In the event goods or services are held to be infringing, seller shall, at its own expense and at buyer's option, either procure for buyer the right to continue using said goods or services or replace or modify them so that they become noninfringing, or refund in full the purchase price paid therefor by buyer, provided that any replacement

shall be of equivalent quality and functionality and that any replacement or modification shall not affect the performance attained prior thereto by the goods or in the plant in which the goods are operated or have been installed or on which the services have been performed.

8. Buyer shall at all times have title to all drawings, specifications and other documents supplied or prepared by buyer and/or seller in connection with the furnishing of goods or services hereunder and seller shall hold in confidence and use the same only to the extent necessary for execution of this purchase order and shall, upon buyer's request, promptly furnish to buyer all copies of the same. Seller shall not release for publication or advertising any information concerning this purchase order, its existence, or the project for which it is given, except with buyer's prior written consent.
9. Seller agrees to comply fully with every statute, law, regulation and governmental directive that directly or indirectly regulates or affects the goods or services herein purchased, and to indemnify and save buyer harmless from and against any liabilities, expenses, fines, penalties or losses resulting from seller's failure to do so. In accordance with the foregoing provision, but not by way of limitation, it is specifically understood that buyer is an Equal Opportunity Employer and seller agrees that, if this purchase order is construed to be a subcontract within the meaning of the Rules and Regulations approved by the United States Secretary of Labor pursuant to Executive Order 11246, as amended, the Vietnam Era Veterans Readjustment Act of 1974, or the Rehabilitation Act of 1973, or of the Regulations issued pursuant to Executive Order 1625, the provisions of the applicable Regulations as well as the Equal Opportunity and Nondiscrimination provisions of Section 202 of Executive Order 11246 shall be incorporated herein by reference and shall be binding upon seller as a part of the Terms and Conditions of this purchase order. Further, seller represents and warrants that (i) all goods and services covered by this purchase order meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (public law 91-596) and its regulations as amended and (ii) it will comply with all applicable law including, but not limited to, the U.S. Foreign Corrupt Practices Act, the Organization for Economic Co-Operation and Development's Anti-Bribery Convention and the UK Bribery Act and any other policy of buyer that is provided to seller in writing.
10. Buyer may terminate this purchase order at any time and for any reason by written notice to seller. Buyer shall have no liability if it terminates this purchase order for cause or due to a breach of seller or if buyer in its reasonable discretion determines it should not do business with seller ("Termination for Cause"). In the event a termination does not constitute a Termination for Cause, then seller shall be entitled to recover only reasonable costs and expenses incurred in performance of this purchase order to the date of its termination. **UNDER NO CIRCUMSTANCES SHALL BUYER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY MANNER RELATED TO THIS PURCHASE ORDER.**
11. This purchase order constitutes the entire contract covering the sale of the goods or the rendition of the services herein described unless there is a Signed Agreement in which case it will exclusively control instead of these Terms and Conditions. No deviation shall be made to these Terms and Conditions unless covered by a supplemental order signed by buyer.
12. The buyer and the seller agree that any dispute arising in connection with this purchase order shall be resolved in accordance with the laws of the state of Delaware without regard to the conflicts or choice of law principles thereof unless another jurisdiction is set forth in a Signed Agreement.

13. Time is of the essence when providing the goods and services contemplated in this purchase order and any departure from the specified delivery time, if indicated in this purchase order, shall constitute a material breach by seller.
14. Seller shall perform all services hereunder as an independent contractor and not as an agent or employee of buyer.
15. Delivery shall not be deemed to be complete until all goods covered by this purchase order have been received and accepted by buyer.
16. Seller shall not assign this purchase order or any monies to become due hereunder without the prior written consent of buyer and any purported assignment without such consent shall be null and void.
17. Seller must specifically comply with OSHA Regulation 1910.1200 with regard to submitting an appropriate "Material Safety Data Sheet" for all chemicals and other hazardous material covered by this regulation. These Material Safety Data Sheets (the "Sheets") must be included with each shipment of applicable chemical or other hazardous materials. No shipment will be considered complete unless the Sheets have been forwarded to buyer.