

TERMS & CONDITIONS OF PURCHASE

1. PARTIES: The entity selling goods and services (“Goods”) evidenced hereby is referred to herein as Seller, the buyer of Seller’s Goods is referred to herein as Buyer.

2. PRICE: If price is not stated in this purchase order, the price will be Seller’s lowest prevailing market price in the currency native to Seller’s location. Unless otherwise indicated on a written quotation accepted by Buyer, prices are based on delivery D.D.P. at the plant of Buyer and include expenses attributable to storage, packaging, loading and shipping the Goods purchased hereunder.

3. TAXES: Any taxes which Seller may be required to pay or collect, upon or with respect to the manufacture, sale, purchase, delivery, storage, use or consumption of the Goods or any material relating thereto, including taxes upon or measured by the receipts from the sale thereof, or the value of Goods manufactured by Seller, will be disclosed separately on Seller’s invoice to Buyer. Seller is responsible for and will remit all sales, use, and similar taxes.

4. TERMINATION: Buyer reserves the right to cancel all or any part of this order which has not actually been shipped by Seller in the event Buyer’s business is interrupted because of strikes, labor disturbances, lockout, riot, fire, act of God or the public enemy, or any other cause, whether like or unlike the foregoing, if beyond the reasonable efforts of Buyer to control.

5. IMPORTS: If any of the Goods are imported into any other country, Seller will be responsible for all legal, regulatory and administrative requirements associated with any importation and the payment of all associated duties, taxes and fees. This contract will be subject to INCOTERMS 2000 if the goods are being imported.

6. DELIVERY: The obligation of Seller to meet the delivery dates, specifications and quantities, as set forth herein, is of the essence of this order, and Buyer may cancel this order and Seller will be responsible for any loss to or claim against Buyer arising out of Seller’s failure to meet the same.

7. WARRANTIES: Seller expressly covenants that all goods and services supplied will conform to Buyer’s order, will be merchantable, fit and sufficient for the particular purpose intended and free from defects, liens and patent infringements and that they comply with all applicable laws, rules, and regulations.

Seller agrees to protect and hold harmless Buyer from any loss or claim arising out of the failure of Seller to comply with the above, and Buyer may inspect and reject nonconforming goods and may, at Buyer’s option either return such rejected goods at Seller’s expense, or hold them pending Seller’s reasonable instructions. Goods will conform to the applicable standards of UL, CSA, and ASTM. Buyer may return non-conforming Goods to Seller at Seller’s cost. Payment will not constitute an acceptance of the Goods nor impair Buyer’s right to inspect the Goods or invoke any of its remedies.

8. INFRINGEMENT INDEMNITY: Seller warrants that it has the right to use any patent, trademark, industrial design, copyright and all other rights to any Goods provided to Buyer and that the Goods do not infringe any patent, trademark, copyright or other intellectual property right of a third party. Seller agrees to hold Buyer harmless from and indemnify Buyer against any loss by way of infringement.

9. REMEDIES: The remedies herein reserved will be cumulative, and additional to any other or further remedies provided in law or equity. No waiver of a breach of any provision of this order will constitute a waiver of any other breach of such provisions. To the extent permitted by the law governing this order in no event will Buyer (including Buyer's parent, subsidiaries or other related legal entities) be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages.

10. WAIVER: Any waiver of any term, condition or right hereunder will not waive any subsequent breach with respect to such term, condition or right.

11. ASSIGNMENT: Seller will not assign its rights nor subcontract its duties without Buyer's written consent. Any unauthorized assignment is void.