

## TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT:**

This order is to be promptly acknowledged, which Acknowledgment shall include your confirmation or advice on shipping date. NOTIFY US AT ONCE AS TO ANY ERROR OR MISUNDERSTANDING ON PRICE, DESCRIPTION, OR DELIVERY SHOWN ON THIS ORDER. Your Acknowledgment, the shipment of any material, or rendition of any services shall constitute acceptance of all the terms and conditions hereof (including the terms noted by reference herein).
2. **INVOICES:**

Render (to Bethlehem, PA) separate invoice, in duplicate, for each order, which must show our order number and our item number. State on invoice best discount you will allow for payment within ten days. In the event of no discount, terms net 45 will apply.
3. **PRICE:**

If price for any item on this order is not stated, the price charged must not exceed that last charged us for the same material or service. We do not pay for boxing or cartage unless expressly set forth. Except as noted on the face of this order, the price is firm and not subject to escalation.
4. **SHIPPING AND RECEIVING INSTRUCTIONS:**

Shipments up to 150 lbs. may be shipped via UPS. Air Freight shipments may be sent via UPS, Federal Express or any other air freight service the shipper uses.

Failure to comply with these requests can result in back-charges for additional costs accrued on freight bills or overtime hours.

The buyer or its' authorized representative shall have the right to inspect, at its own expense, any of the work covered by this order provided proper notification is given to the seller. The buyer upon inspection shall adhere to all safety procedures and plant policies of the seller.

Suppliers must furnish products or services that conform to the applicable quality specification listed below:

  - I. Machining and Fabrication - Quality specification
  - II. Distributor - Quality system specification
  - III. Contractor and Consulting Services - Quality system specification
  - IV. Transportation - Quality system specification
  - V. Scrap/Raw Material Distributors - Quality system specification

All shipments must be accompanied by a certificate or evidence of compliance to a Purchase Order.

Bill of Lading must clearly show either the Purchase Order Number or Standing Order Number with Individual Release Numbers.

Shipments without Purchase Order Number clearly visible will be refused.

All material must be forwarded by cheapest method unless otherwise specified. We reserve the right to back charge to you all excess charges due to violation of these instructions. Material must have order number and shop number plainly marked thereon. Also, drawing number and symbol if shown on order. Bill of Lading with freight rate inserted, also detailed memorandum of shipment, must be sent promptly after each shipment.

If for any reason your delivery as called for in this order is threatened or cannot be made as promised, you shall notify us promptly in such event. Except as an Act of God, strikes, civil disturbance, or government action delays delivery, Purchaser shall have the right to cancel this order because of such delay; as well as such other rights and remedies to which Purchaser is entitled by law for delay, without regard to the foregoing or other exception.
5. **HAZARDOUS MATERIAL:**

If the material being supplied under this order is classified as hazardous under OSHA, CFR 1910, 1200 or equivalent, please furnish an appropriate Material Safety Data Sheet, with the initial shipment to the point of delivery.
6. **QUANTITY:**

Any excess material furnished and charged for against this order and which we cannot use to advantage will be deducted from the invoice and returned on your prompt request.
7. **WARRANTY:**

You expressly warrant that all articles, materials, and work covered by this order shall conform to the specifications, drawings, samples or other description furnished, shall be fit for the purpose intended, merchantable, of good material and workmanship, and free from defects. All material received by us will be subject to inspection and rejection, and rejected material may be returned at your expense, including transportation charges paid by us.
8. **PATENT INFRINGEMENT:**

Seller agrees to protect and save harmless and to indemnify Purchaser from and against all costs, expenses, damages and liability arising from or out of any infringement, or claim of infringement, of all United States patents respecting manufacture, sale, use, or resale of articles or work covered by this order.
9. **COMPLIANCE WITH LAWS:**

Any provision required to be included in this purchase order by any applicable Federal, State, or Local law, rules, regulations, or orders, or by any governmental authority which have the affect of law, shall be deemed incorporated herein. This order is awarded subject to your compliance with any aforesaid provision, law, rule, or regulation, and includes the Fair Labor Standards Act, as amended, and Section 6, 7, and 12, as well as orders and regulations of the U.S. Department of Labor issued under Section 14 of said Act.
10. **INDEMNITY**

If the Seller, either as principal or by agent or employee, enters upon the premises or property of the Purchaser in order to do any work hereunder, including but not limited to construction, erection, inspection, delivery, servicing or repairing, the Seller shall save and hold the Purchaser harmless from and against all liability, claims and demands on account of personal injuries, including death, or property loss or damage to others (including Seller and employees and invitees of Seller and of the Purchaser) arising out of or in any manner connected with the performance of such work, and caused by the negligent or willful act or omission to act of Seller, or a supplier of Seller, or employees or invitees of either of them, and the Seller shall at his own expense defend any and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom. Seller shall also procure and carry the insurance of employees on such work that may be required by any Workmen's Compensation Act or similar liability act. The Seller shall procure and maintain such other insurance in connection with the work as the Purchaser shall specify.
11. **MODIFICATION:**

This order constitutes the entire agreement between us and no additions or changes to it shall be binding unless in writing and approved by the Purchasing Department of the Purchaser.
12. **NON-DISCRIMINATION IN EMPLOYMENT:**

Unless exempt, the Equal Opportunity Clause, as set forth in Section 202 of Executive Order 11246, as amended, is hereby incorporated by reference and made part of this Purchase Order. Seller will comply with the provisions of Executive Order 11246 and the rules, regulations, and relevant orders of the Secretary of Labor, pursuant thereto.