

## TERMS AND CONDITIONS

1. **ACCEPTANCE.** Acceptance of this purchase order is conditional on Seller's acceptance of all of the terms and conditions thereof which are final, and the order may be accepted only by the return to Buyer within ten days from the date of this order a properly completed and signed acknowledgment copy of this order. This is not a firm offer. If any additional or different terms or conditions are proposed by Seller, Seller's response shall constitute a counteroffer.

2. **RISK OF LOSS.** Regardless of the F.O.B. point, title to the material shall remain with the Seller until the material is delivered to Buyer at the destination point, and all risk of loss, including loss by reason of shortage, damage, destruction, etc., shall not pass to Buyer until such time, and then only to the extent such risk would pass under applicable law.

3. **PRICE.** The price to be paid by Buyer for the material shall be that stated on the face hereof, or the lowest prevailing net price now given to any customer for like materials, whichever is lower, and, unless otherwise specified on the face hereof, Buyer shall be entitled to payment terms of not less than thirty days after the first day of the month following the month of the delivery of material, and the price shall be subject to a discount of \_\_\_\_\_ % if paid on the 10th of the month following the month of delivery.

4. **WARRANTY.** Seller hereby warrants that the material covered by this order shall (i) be in strict accordance with the specifications on the face hereof, (ii) be free from defect in design, materials, workmanship and otherwise free from defect, (iii) be merchantable and fit for the purposes for which it is intended, (iv) comply with all applicable federal, state, and local laws and regulations, including those that relate to occupational health and safety, (v) be free from any security interest, lien, or encumbrance so that unencumbered title will pass from Seller to Buyer, and (vi) be free of any claim of a third party by way of patent of trademark infringement and, upon a breach of any of the foregoing warranties, Buyer shall be entitled to any of the rights and remedies against Seller provided by the Uniform Commercial Code, and other applicable law, and Seller specifically agrees to indemnify and save Buyer harmless from and against any and all third party claims which arise out of, relate to, or are incurred because of or incident to an actual or alleged breach of any of the foregoing warranties.

5. **CANCELLATION.** Time is out of the essence and if Seller, for any reason, whether or not beyond Seller's control, does not strictly comply with the specified delivery date, or dates, Buyer may, in addition to other remedies provided by law, either approve in writing a revised delivery schedule, or cancel the contract or any part thereof without liability.

6. **TERMINATION.** Buyer may terminate this contract, or any part thereof, without cause at any time before shipment, and any claim of Seller shall be limited to the reimbursement of reasonable costs, not in excess of the purchase price, necessarily incurred by Seller in the performance of this contract up to the time it received notice of termination, without any allowance for loss of profits, or overhead and other indirect costs.

7. **MISCELLANEOUS.** No charge will be allowed for packing or crating, or for drayage, freight or other method of delivery unless so specified on the face hereof.

8. **TERMS.** The terms and conditions stated herein, and on the face hereof, shall constitute the complete and exclusive statement of the terms hereof, shall supersede all prior oral and written statements of any kind whatsoever made by the parties or their representatives. No statement or writing subsequent to the date hereof purporting to modify or add to the terms and conditions hereof shall be binding unless consented to in writing which makes reference to this purchase order (or contract in the event of acceptance), and which has been signed by the party against whom enforcement of such modification of addition is sought.

9. **AFFIRMATIVE ACTION.** "Incorporated by reference herein, and made a part of the agreement of the parties, are those aspects, if applicable, of Executive Order 11246 and the rules, regulations and relevant orders of the Secretary of Labor thereunder regarding the equal opportunity clause, the affirmative action clause for veterans and the affirmative action clause for handicapped workers."

10. **COVID-19.** Buyer and Seller are aware that the Coronavirus COVID-19 ("Outbreak") was declared a pandemic by the World Health Organization on March 11<sup>th</sup>, 2020. This Outbreak may or may not impact the normal execution and performance of this purchase order. Should there be an impact to performance of this purchase order the parties agree that Buyer is entitled to a reasonable extension of time representing the impact of the Outbreak on its performance or delivery obligation. Notwithstanding other provisions herein, Buyer shall be entitled to cancel this purchase order by written notice to Seller for Seller's non-performance of this purchase order, due to the Outbreak, for more than forty-five (45) days. As such Buyer shall have no liability for damages of any kind whatsoever to the Seller whether arising out of or in connection with the Outbreak.