

General Terms and Conditions

A. ACCEPTANCE.

1. This order is Buyer's offer to purchase the goods and/or services described on the reverse hereof from Seller. Buyer's placement of this order with Seller is expressly conditioned upon Seller's acceptance of all of the terms and conditions of purchase contained on or attached to this order.
2. Any additional or different terms or conditions which may appear in any communication from Seller are hereby expressly objected to and shall not be effective or binding unless specifically agreed to in writing by Buyer's Purchasing Office, and no such additional or different terms or conditions in any printed form of Seller shall become part of this contract despite Buyer's acceptance of goods or services, unless such acceptance specifically recognizes and assents to their inclusions.
3. Any objections by Seller to the terms and conditions hereof shall be ineffective unless Buyer is advised in writing thereof within 10 days of the date of this order.

B. IDENTIFICATION: All invoices, packages, shipping notices, instruction manuals and other written documents affecting this order shall contain the purchase order number. Packing lists shall be enclosed in each box or package shipped pursuant to this order, indicating the contents therein, invoices will not be processed for payment until all items invoices are received.

C. SHIPPING INSTRUCTIONS: All goods are to be shipped freight prepaid, F.O.B. destination add to invoice, unless otherwise stated. Where Buyer has so authorized in writing, goods may be shipped F.O.B. shipping point, but Seller shall prepay all shipping charges, route the goods by the cheapest common carrier, or the carrier specified, and list said charges as a separate item on Seller's Invoice. Each invoice for shipping charges shall be accompanied by the original or a copy of the bill indicating that such charges have been paid. Buyer reserves the right to reject C.O.D. shipments. Seller shall not insure the goods for Buyer's account during shipment except upon Buyer's written request, or where the shipping mode is parcel post.

D. SPECIAL CHARGES: Seller shall be responsible for the payment of all charges for handling, packaging, wrapping, bags, containers and related matters unless Buyer has assumed an express obligation therefore by notation on the reverse side hereof.

E. DELIVERY: Time is of the essence, and this order may be terminated if delivery is not made or services are not performed by the date specified in this order. No change in the scheduled delivery date or performance will be permitted without Buyer's prior written consent. No acceptance of goods or services after the scheduled delivery date will waive Buyer's rights with respect to such late delivery nor shall it be deemed a waiver of future compliance with the terms hereof.

F. PAYMENT: Buyer will remit payment to Seller only upon the receipt of an original invoice, copies of invoices will not be accepted. Seller agrees not to deliver goods on a sight draft basis.

G. PRICES: This order shall not be filed at prices higher than those shown on this order, unless such increased prices have been authorized by the Buyer. If price is not stated on this order, it is agreed that the goods or services shall be billed at the price last quoted, or paid by a customer of Seller, or the prevailing market price, whichever is lower.

H. CASH DISCOUNT: If Buyer is entitled to a cash discount, the period of computation thereof will commence on the date of acceptance or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date on which an agreed adjustment of price is reached. If a cash discount is made part of the contract, but the invoice does not reflect the existence thereof, Buyer is entitled to a cash discount with the period commencing on the date Buyer determines that a cash discount applies.

I. TAXES: Except as otherwise provided in this order, the contract price shall include all applicable Federal, State and local taxes of any kind in effect on the date of this order.

J. ASSIGNMENT: Seller shall not assign this contract, or the right to payment due hereunder, without Buyer's prior written consent.

K. LIENS, CLAIMS AND ENCUMBRANCES: Seller warrants and represents that all the goods will when delivered hereunder, be free and clear of all liens, claims or encumbrances of every kind.

L. REJECTION: All goods purchased hereunder are subject to Buyer's inspection and approval. If any of the materials or services supplied hereunder are defective in material or workmanship or otherwise not in conformity with the requirements of this order, Buyer shall have the right to either reject them or require their correction, and to return them at Seller's risk and expense, including transportation both ways. Goods rejected by Buyer for whatever reason shall be held, transported and/or stored at Seller's sole expense. Seller shall promptly reimburse Buyer for any such expenses.

M. DEFAULT: Buyer may, subject to the provisions of paragraph "N" by written notice of default to Seller, cancel the whole or any part of this order or exercise any other remedy provided Buyers of goods by law or in equity including any remedy under the Uniform Commercial Code, in any of the following circumstances:

1. If Seller fails to make delivery of the goods or to perform the services within the time specified herein or any extension thereof;
2. If, in Buyer's good faith judgment, the Seller fails to perform any of the other provisions of this order or fails to make progress as to endanger performance of this order in accordance with its terms and does not cure such failure within a period of 10 days, or such longer period as Buyer may authorize in writing, after receipt of notice from Buyer specifying such failure;
3. Seller is in breach of any of the terms or conditions of this order; or
4. If Seller becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Seller any proceeding under any bankruptcy or for the appointment of a receiver or trustee in respect to any of Seller's property and such proceeding is not dismissed or cured within 60 days.

N. REMEDIES: Not by way of limitation, the remedies of the parties include:

1. If Buyer cancels this order in whole or in part as provided in paragraph "M" Buyer may procure upon such terms and in such manner as Buyer may deem appropriate goods or services similar to those canceled and Seller shall be liable to Buyer for any excess costs for such similar supplies or services, provided that Seller shall continue the performance of this order to the extent Buyer canceled under the provisions of this order.
2. The rights and remedies of Buyer provided in this clause shall not be exclusive but cumulative and are in addition to any other rights and remedies provided by law or equity (or provided under the Uniform Commercial Code), or under this order.
3. The failure of the Buyer to insist upon strict performance of any of the terms of this order or to exercise any rights hereunder shall not be construed as a waiver of Buyer's rights. Waiver of a breach of any provision of this Purchase Order shall not constitute waiver of full compliance with such provision nor shall it be construed as a waiver of any other breach.

O. WARRANTIES: Seller warrants goods supplied and work or services performed under this order will conform to the specifications and requirements of this order and are merchantable and fit for the particular purposes for which goods are ordinarily employed.

1. Seller shall be liable for all damages both to Buyer, requester, and its customers incurred as a result of any defect or breach of warranty in any item covered by this order.
2. The foregoing express warranties shall be in addition to any warranty customarily made by Seller of its product and any implied warranties and shall be construed as conditions as well as warranties.
3. SELLER'S WARRANTY SHALL EXTEND FOR A PERIOD OF 12 MONTHS AFTER THE ITEM IS DELIVERED AND ACCEPTED BY BUYER AND APPLIED TO ITS INTENDED USE.

P. COMPLIANCE WITH LAWS: Seller shall comply with all Federal, State and local laws and regulations applicable to this order.

Q. CHANGES: Buyer may at any time make changes in the delivery schedules, drawings, quantities, designs and

specifications but no change will be allowed unless authorized by the Buyer in writing. Buyer may also make changes in the method of shipping or packing and place of delivery by any means or communication. If any such change affects cost or delivery schedules of this order, an equitable adjustment shall be made, provided Seller makes a written claim within 15 days of the date of Buyer's written notification.

R. TITLE TO SPECIFICATIONS: Buyer shall at all times have title to all drawings and specifications furnished by Buyer or Seller and intended for use in connection with this order. Seller shall not disclose such drawings and specifications to any person, firm or corporation other than Buyer's or Seller's employees, subcontractors, or Government Inspectors. The Seller shall, upon Buyer's request, promptly return all drawings and specifications to the Buyer.

S. BUYER'S PROPERTY: All material, including tools, furnished or specifically paid for by Buyer unless otherwise specified herein, shall be the property of the Buyer, shall be subject to removal at any time, without additional cost upon demand by the Buyer, shall be used only in filling orders from the Buyer, shall be kept separate from other materials or tools, and shall be clearly identified as the property of the Buyer. Seller assumes all liability for loss or damage, with the exception of normal wear and tear, and agrees to supply detailed statements of inventory promptly upon request.

T. QUALITY STANDARDS: If a special brand is listed in this order, the goods being purchased must meet the standard for quality, performance, and use of such brand. If Seller is willing to supply a product equivalent to the designated special brand, it must first provide the Buyer with descriptive literature identifying its brand, including the quality, performance, and specifications therefor. If Buyer elects to accept goods purported to be equal to the special brand, the goods may be rejected and dealt with as provided in paragraph L hereof, if labor is determined to be nonconforming.

U. INSPECTION AND QUALITY CONTROL

1. All items furnished under this order by Seller to Buyer shall be subject to inspection and tests by Buyer. To the extent practicable inspection may be made at all times and places, including the period of manufacture and prior to acceptance.
2. If inspections or tests are made by Buyer on the premises of Seller, supplier or subcontractor, Seller without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of such inspectors in the performance of their duties. If inspection or test is made at a point other than the premises of Seller, supplier or subcontractor, it shall be at the expense of Buyer except as otherwise provided in this order. In case of rejections, Buyer shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by Buyer shall be performed in such manner as to not unduly delay the work. Buyer reserves the right to charge Seller any additional cost to inspect and test when items are not ready at time such inspection and test is requested by Seller or when reinspection or retest is necessitated by prior rejection, inspection and acceptance or rejection of the items shall be made as promptly as practicable after delivery as may be specified herein. Failure to inspect, accept or reject goods shall neither relieve Seller from responsibility for such supplies that are not in accordance with the order requirements nor impose liability on Buyer.

V. INFRINGEMENTS: Seller warrants that Buyer's purchase, installation, and/or use of the goods covered hereby will not result in any claim or infringement, or actual infringement of any patent, trademark, copyright, franchise, or other intellectual property right.

W. RISK OF LOSS: Regardless of F.O.B. Point, Seller agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which occur prior to acceptance by Buyer. No such loss, injury, or destruction shall release Seller from any obligations hereunder.

X. INDEMNITY: Seller shall indemnify and hold Buyer, its officers, employees, successors, assigns, and/or customers harmless from and against all claims, losses, expenses, damages, causes of actions and liabilities of every kind and nature including without limitation reasonable attorney's fees, without waiver of Seller's obligation to indemnify Buyer hereunder, arising from or out of any alleged breach of any of Seller's obligations or warranties.

Y. EQUAL EMPLOYMENT OPPORTUNITY: Seller agrees to comply with the provisions of all laws, rules and regulations, including Executive Orders, applicable to this order regarding nondiscrimination because of race, creed, color, sex, age, national origin, physical or mental handicap and veteran status.

Z. OSHA: Seller shall comply with the conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), as amended, and the standard and regulations issued thereunder, and certifies that all items furnished and purchased under this order will conform to and comply with such applicable standards and regulations.

AA. SERVICE OR INSTALLATION OF WORK: In the event this order requires the performance of work or installation of goods by Seller upon any property or project of Buyer, the following conditions shall also be applicable.

1. Seller shall take precautions to protect all property and persons from damage or injury arising out of its work and shall comply with all fire, safety and other applicable regulations prescribed by a governmental agency and by Buyer and/or owner of the project upon which work is being performed, and shall be responsible for observance thereof by all subcontractors, employees, agents and representatives of Sellers and its subcontractors. Seller shall also obtain at its own expense and provide Buyer with proof of insurance coverage satisfactory to Buyer for workmen's compensation and property damage, public liability, personal injury, employer's liability and other applicable insurance. The insurance shall contain an endorsement naming Buyer as an additional insured and shall provide that the insurance carrier will give Buyer written notice at least 30 days prior to the effective date of any cancellation. Seller shall furnish or direct its insurance carriers to furnish appropriate certificates of insurance to Buyer and upon the request of Buyer.
2. Seller shall keep the premises and work free and clear of all mechanics' and materialmen's liens or claims; Seller shall promptly pay for all labor and material and if Seller fails to do so Buyer without waiving any rights or remedies against Seller for or by reason of such failure may, but without any obligation to do so, pay the same and deduct the amount of such payments from sums due Seller hereunder, and Buyer may withhold any payment to Seller until receiving such affidavits, waivers, and releases with respect to claims for labor and materials as Buyer may require.
3. The work shall remain at Seller's risk prior to written acceptance by Buyer and/or the owner of the project and Seller shall repair at its own expense all work damaged or destroyed by any cause whatsoever.
4. Seller shall observe and comply with the Safety Rules for (Outside) Contractors, established by Buyer, which are incorporated by reference herein, and which are available to Seller upon request. Further Seller shall observe and comply with the wages, hours and working conditions established by Buyer on the project or required of Buyer by an applicable labor agreement, conditions established by Buyer on the project or required of Buyer by an applicable labor agreement, state law or regulation, pertaining to prevailing wages. These terms extend to all subcontractors also.
5. Seller shall act as an independent contractor and not as the agent or representative of Buyer.
6. Seller shall perform its work in accordance with the schedules and work programs established by Buyer and shall fully cooperate with Buyer and others engaged in work on the entire project may be performed with the utmost speed, consistent with good practices. In case of conflict, Buyer may direct the necessary coordination.
7. Seller shall carry on its work so that the premises shall at all times be clean, orderly and free from debris and upon completion, shall remove all equipment and unused materials from the project; clean up all refuse and debris and leave the site of the work clean, orderly and in good condition.
8. Seller shall require Seller's employees, agents, contractors or subcontractors to abide by Buyer's work and safety rules when work or services are performed at Buyer's premises. Buyer has the right to exclude personnel from Buyer's premises who do not abide by such rules, and at Buyer's election, to declare a default under the order.
9. Seller is solely liable for its employees, agents, contractors or subcontractors and their action while on Buyer's premises and the Seller indemnifies and will protect Buyer from all losses, claims, expenses, damages arising from or out of the presence or activity of Seller's employees, agents or subcontractor's while at Buyer's premises.

BB. OVERSHIPMENT: Subject to inspection and acceptance, Buyer will be liable for payment only for quantities ordered and delivered. Overshipments shall be held at Seller's risk and expense for a reasonable time waiting shipping instructions. Shipping charges for returns shall be at Seller's expense.

CC. GOVERNING LAW AND VENUE: This Purchase Order shall be interpreted and governed in all respects according to the laws of the State of Florida. Any legal proceeding shall be maintained in a court of competent jurisdiction in Marion County, Florida. If Buyer institutes legal proceedings to enforce its rights herein, in addition to all applicable legal damages and remedies, Buyer shall be entitled to recover any costs of recovery, including attorney's fees.