Acceptance - Agreement: Seller's commencement of work on the goods subject to this purchase order or shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance of this purchase order. Any acceptance of this purchase order is limited to acceptance of the express terms contained on the face and back hereof. Any proposal for additional or different terms of this offer in Seller's acceptance or acknowledgement shall be nullified and both offer and acceptance shall be binding on neither party until such time as the parties have agreed in writing on the terms and conditions of sale, and no acceptance of the offer shall be effective until such time as the parties have agreed in writing on the terms and conditions of sale. Every offer of acceptance which is received after the expiration of the time stated therein shall be nullified. A rejection of this offer unless such variances are in the terms of the description, quantity, price, or delivery schedule of the goods, but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller without said additional or different terms. If the purchase order is limited to acceptance of the offer by the Purchaser, such acceptance is limited to the express terms contained on the face and on the back hereof. Additional or different terms or any attempt by Seller to vary in any way any of the terms of this purchase order shall be deemed material alteration thereof, and this offer shall be deemed rejected by Seller. In the event Seller receives its price in whole or in part by a bank draft or by other instrument payable to the order of Seller, such acceptance is limited to the express terms contained on the face and on the back hereof. Additional or different terms or any attempt by Seller to vary in any way any of the terms of this purchase order shall be deemed material alteration thereof, and this offer shall be deemed rejected by Seller.

Termination for Convenience of Purchaser: Purchaser reserves the right to terminate this order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of work performed prior to notice of such termination. Such charge will be determined by Purchaser and shall be paid to Seller without deduction or offset, less actual direct costs resulting from termination. Seller shall not be paid for any work done after the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.

Proprietary Information - Confidentiality - Advertising: Seller shall consider all information furnished by Purchaser to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this contract, unless Seller obtains written permission from Purchaser to do so. This paragraph shall apply to drawings, specifications or other documents prepared by Seller for Purchaser in connection with this order. Seller shall not advertise or publish the fact that Purchaser has contracted to purchase goods from Seller, nor shall any information relating to the order be disclosed without Purchaser's written permission. Information is considered to be the property of Purchaser unless otherwise agreed in writing, no commercial. In the event of such information disclosed in any manner or at any time by Seller to Purchaser shall be deemed to be confidential and confidential and shall have no rights against Purchaser with respect thereto except such rights as may exist under patent laws.

Transportation: On the foregoing warranty that all goods, or services furnished under this agreement shall conform to all specifications and appropriate workmanship standards... Seller warrants that all goods or services furnished hereunder will be merchantable and will be safe and appropriate for the purpose for which such goods or services of that kind are normally used. If Seller knows or has reason to know that the purchaser of the goods or services furnished hereunder for which there is a claim, Seller's liability in respect thereto except such rights as may exist under patent laws.

Patents: Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Purchaser or its agents, customers, or other vendors for alleged patent infringement, as well as for any defense of such suit or proceeding, and for all reasonable costs, expenses, and attorney's fees incurred in connection with defending such suits or proceedings. Seller shall not thereafter wave any other terms, conditions, or privileges, whether of the same or similar type.

Purchasing Terms and Conditions

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