

CONDITIONS

1. This purchase order must be accepted exactly as written, if not, return at once with explanation. This order is not complete until the conditions as specified are agreed upon
2. This contract cannot be modified in any way by verbal agreement or other understanding, and these conditions cannot be modified by anything contained in this contract, unless specific reference is made to the condition sought to be changed.
3. The right is reserved to cancel this order and reject goods if not delivered when required or of the quality ordered.
4. By acceptance of this order, you agree to guarantee the material and/or parts furnished on same against defects for a period of six months after delivery. All materials and/or parts found defective within this time are to be replaced gratis by you, including service or labor to correct same.
5. Castings, forgings, or other materials that show defects after machining operations have been performed will be replaced and returned at your expense for credit at full invoice price.
6. Material called for under this contract shall not be shopped out or sub-contracted without the written approval of this Company .
7. When material to be used in the performance of this contract is furnished by this Company spoilage in excess of the agreed percentage is to be paid for by vendor, and all unused materials to be returned.
8. All tools purchased from and/or furnished to vendor are deemed the property of this Company, except as otherwise agreed; and a complete list and description of all tools purchased shall be furnished by vendor when tools are completed.
9. All containers, drums, carboys, etc., to be returned must be shipped on a no-charge or consignment basis. We will pay for only such containers as we do not return within a reasonable time.
10. NO CHARGE ALLOWED FOR BOXING OR CARTAGE.
11. Immediately after shipment mail invoice-Bill of Lading or Shipping Receipts to our office address shown on reverse side of this order.
12. The seller of these goods agrees to assume the defense of any suit for infringement of patents, brought against the company, arising out of the use of such goods and to indemnify said company as a result of any decree and/or damages in such suit.
13. Acceptance of the manufactured or purchased merchandise and/or payment on account or in full therefore, shall not be deemed a waiver of any defects, latent or patent , or of any breach of warranty or contract, and all goods delivered hereunder shall be deemed received by this Company, subject to final acceptance thereof by its customer within six (6) months after date of delivery.

Any and all disputes of whatsoever kind or nature, arising out of this purchase order, the agreement or contract that gave rise thereto , and any amendments or supplements thereto or to this purchase order, shall be settled and determined by arbitration in the City of New York , by the American Arbitration Association in accordance with its rules and regulations then in effect, and the decision upon the arbitration shall be final and binding upon all parties hereto and may be entered as a judgment in a court of competent jurisdiction.