

TERMS AND CONDITIONS of PURCHASE

ACKNOWLEDGE ORDER AND ADVISE ACCEPTANCE PROMPTLY.
MAKE NO CHARGE FOR PACKAGES, CRATING, ETC., UNLESS SPECIFIED IN ORDER.
EXTEND TO BUYER THE PRIVILEGE OF CANCELLING ALL OR ANY PART OF THIS ORDER IF SHIPMENT IS NOT MADE WITHIN SPECIFIED TIME.
RETURNED OR REJECTED MATERIAL IS NOT TO BE REPLACED EXCEPT BY WRITTEN INSTRUCTION.
THIS ORDER IS NOT TO BE FILLED AT PRICES HIGHER THAN THOSE LAST CHARGED OR QUOTED WITHOUT WRITTEN NOTICE.
THE SELLER AGREES TO PROTECT AND SAVE HARMLESS THE PURCHASER FROM ALL COST EXPENSE OR DAMAGES ARISING OUT OF ANY INFRINGEMENT OR CLAIM OF INFRINGEMENT OF PATENTS IN THE USE OR SALE OF THE ARTICLES COVERED BY THIS ORDER.
SELLER WARRANTS THAT THE MANUFACTURE AND DESIGN OF ITEMS ARE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.
BY ACCEPTANCE HEREOF SELLER CERTIFIES COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT OF 1938.
SELLER AGREES, REPRESENTS, AND WARRANTS THAT IT HAS COMPLIED WITH ALL APPLICABLE AND RELEVANT LAWS.
LIENS: ALL ITEMS DELIVERED HEREUNDER SHALL BE FREE AND CLEAR FROM ALL LIENS AND ENCUMBRANCES.

EXECUTIVE ORDERS

EXECUTIVE ORDERS: AGREEMENT AND CERTIFICATE PURSUANT TO EXECUTIVE ORDERS 11246, AS AMENDED BY EXECUTIVE ORDER 11375, 11625, 11701, AND 11758. THE SELLER AGREES THAT THE REPRESENTATIONS AND PROVISIONS REQUIRED BY EXECUTIVE ORDER 11245, AS AMENDED BY EXECUTIVE ORDER 11375 (EQUAL OPPORTUNITY), EXECUTIVE ORDER 11625 (MINORITY BUSINESS ENTERPRISES), EXECUTIVE ORDER 11701 (AFFIRMATIVE ACTION FOR DISABLE VETERANS AND VETERANS OF THE VIETNAM ERA), AND EXECUTIVE ORDER 11758 (EMPLOYMENT OF THE HANDICAPPED) ARE HEREBY INCORPORATED AND MADE A PART OF THIS CONTRACT.

BUYERS PROPERTY CLAUSE

SELLERS COMMENCEMENT OF WORK SHALL BE DEEMED AN EFFECTIVE MODE OF ACCEPTANCE OF THIS PURCHASE ORDER.

ALL DRAWINGS, DESIGNS, SPECIFICATIONS AND OTHER INFORMATION AND ALL MATERIALS, INCLUDING TOOLING, SPECIAL DIES AND PATTERNS. FURNISHED OR PAID FOR BY BUYER SHALL REMAIN THE PROPERTY OF THE BUYER AND, AS SUCH, MAY BE REMOVED AT ANY TIME WITHOUT ANY ADDITIONAL COST UPON DEMAND BY BUYER, SHALL BE USED ONLY IN FILLING ORDERS FROM BUYER, SHALL BE KEPT SEPARATE FROM OTHER DRAWINGS, SPECIFICATIONS AND MATERIALS, AND SHALL BE IDENTIFIED AS THE PROPERTY OF THE BUYER. RESINOID ENGINEERING OR ITS CUSTOMER HAS THE RIGHT TO EXAMINE PURCHASED PRODUCT ON SUPPLIERS PREMISES.

SELLER ASSUMES ALL RISK AND LIABILITY FOR LOSS OR DAMAGE TO THE ABOVE MENTIONED PROPERTIES, EXCEPT FOR NORMAL WEAR, AND AGREES TO SUPPLY DETAILED STATEMENTS OF INVENTORY UPON REQUEST OF BUYER SELLER SHALL RETURN TO BUYER, UPON REQUEST ALL OF BUYERS PROPERTY DESCRIBED ABOVE.