

1. **ACCEPTANCE** – Acceptance of the offer represented by this purchase order is expressly limited to the terms of this purchase order. Signing and returning the acknowledgement copy of this purchase order or in any event commencement of performance hereunder shall constitute unconditional acceptance of this purchase order. The purchase order is the entire contract and no changes are binding on Buyer unless they are in writing and signed by an authorized representative of Buyer's Purchasing Department. Notwithstanding any references in this purchase order to Seller's quotation, this order is not in response to or an acceptance of such quotation and any references to or attachment of Seller's terms and conditions or any other terms on the acknowledgement or invoicing of this order shall not alter the terms hereof and shall be disregarded by Buyer and hereby rejected. This order expressly limits acceptance to the terms stated herein.
2. **SPECIFICATIONS** – All materials or products furnished under this Purchase Order must be identical with those furnished by Seller under the last previous order and comply with any applicable specification of Buyer unless Seller has obtained prior permission in writing from Buyer to make changes. In the event that there is a conflict between the Seller's published specification and Buyer's specification Seller agrees to immediately advise Buyer in writing and proceed with this order on the basis of Buyer's specification.
3. **PRICE** – Seller represents that the price charged for the items or services covered by this order does not exceed price charged by the Seller to buyers of a class similar to Buyer under conditions similar to those specified in this order and that prices comply with applicable government regulations in effect at time of quotation, sales and delivery. Seller agrees that any price reduction made in merchandise covered by this order subsequent to the placement of this order will be applicable to this order. Prices are firm unless provision is made for escalation on the face of this order.
4. **CHANGES** – Buyer reserves the right at any time to make changes in drawings, designs, specifications, quantities and delivery schedules as to any goods and/or work covered by this order. Such changes, to be binding on either Buyer or Seller must be made by a change order to this order. Any differences in price or time for performance resulting from such changes shall be equitable adjusted and shown on the supplemental purchase order. Any claim by the Seller for adjustment under this Article must be asserted within 30 days from the date of notification of the change provided, however, that the Buyer if it decides that the facts justify such action may receive and act upon any such claim asserted at any time prior to final payment under this order.
5. **PERFORMANCE** - Deliveries of goods and services ordered hereunder are to be made both in quantities and at the times specified by this order. Buyer shall have the right (a) to cancel this order if shipment is not made in accordance with such schedules for quantities or time periods (b) to refuse to accept delivery if shipments are received more than 7 days in advance of dock dates specified herein or if quantities are in excess of 10% of this order. Time is of the essence of this contract. Any provisions herein for delivery of articles or the rendering of services by installments shall not be construed as making the obligations of Seller severable.
6. **EXCESSIVE FREIGHT** – Material is to be delivered by Buyer's specified means. If excessive or premium freight costs are incurred due to a supplier implemented carrier change without prior approval by the Buyer, the supplier will be responsible for the excess cost.
7. **DELAYS** – Seller shall not be liable for delays or default in deliveries due to causes reasonably beyond his control and which were not foreseeable, provided written notification of excusable delay is given to Buyer within ten days of the occurrence causing same, in such event Buyer may in addition to any rights granted in this contract or under the law terminate the order, in whole or in part without liability on account thereof.
8. **LABOR DISPUTES** - Whenever an actual or potential labor dispute delays or threatens to delay the timely performance of this order Seller will immediately notify Buyer of such dispute and furnish all relevant details. Seller will include the substance of the provision in each subcontract hereunder and immediately transmit any such notice to Buyer.
9. **INSPECTION** - Payment for the goods or services furnished hereunder shall not constitute acceptance thereof. All goods are subject to Buyer's and/or buyer's customers inspection at the source if deemed necessary by Buyer or buyer's customer or required by government regulation. If any of the goods are found at any time to be defective in design, material or workmanship or otherwise not in conformity with the requirements of this order Buyer in addition to any other rights which it may have under warranties or otherwise shall have the right to reject and return such goods (plus inbound transportation charges if bought F.O.B. shipping point) at Seller's expense. Such goods shall not be replaced without written authorization by Buyer. Buyer may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that the articles inspected contain defective material or workmanship or do not conform to specifications or samples, unless Seller agrees to reimburse Buyer for the cost of a complete inspection of the articles included in such shipment.
10. **ADEQUATE ASSURANCE** – If the Seller's financial condition is found to be or becomes unsatisfactory to Buyer during the term of this contract or should the Seller's ability to perform become doubtful Buyer may demand immediate assurance of performance and in the event that such assurance is not forthcoming within 5 working days, Buyer may terminate this contract and also terminate all other contracts covering purchases by Buyer of Seller's products whether or not Seller may otherwise be in default, and no rights shall accrue to Seller against Buyer on account of such termination. Buyer's duties hereunder are conditioned upon the continuance of the Seller's solvency and Seller's ability to perform within the delivery schedule.
11. **TERMINATION** - Buyer by written notice, may terminate this order in whole or in part in the event this order is terminated as a result of Seller's default the Seller shall be liable for damages including the excess cost of procuring similar items. If this order is terminated for the convenience of Buyer Seller shall be compensated proportionately to the extent that items have been shipped or services rendered prior to the effective date of termination. Other than to this extent Buyer shall not be liable to Seller for any damages on account of its failure to accept all of the items or services ordered. Buyer may be entitled to a refund of any progress payment made to the date of termination.
12. **REMEDIES** – The remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity. No waiver of a breach of any provision of the contract resulting from this order shall constitute a waiver of any other breach or of such provision.
13. **WARRANTIES** – Seller represents and warrants that all goods covered by this order are merchantable, free from defects in design, material and workmanship and are suitable for the use intended whether express or implied. Seller warrants that such goods and/or services conform to specifications, drawings and other description furnished by Buyer. All warranties run to Buyer and its customers.
14. **GRATUITIES** - Seller has not and will not offer or give to any employee, agent or representative of Buyer any gratuity with a view toward securing any business from Buyer by influencing such person with respect to the terms, conditions, performance or award to any contract with or order from Buyer. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.
15. **PATENTS** – Seller agrees to defend Buyer and its customers from any and all suits for infringement of letters patent, copyright and/or trademark which suit results from the use or sale of goods and delivered under this order, and will indemnify and hold Buyer and its customers harmless, in any such suit from any or all costs and for recovery by way of profits, damages or otherwise arising out of such suit provided however that the foregoing shall not apply where goods are made to Buyer's specification or design.
16. **INDEMNIFICATION** - Seller agrees to indemnify and hold harmless Buyer from and against any and all loss and liabilities whatsoever caused in whole or in part by Seller's act of omission, including any loss arising from breach of contract or improper performance by Seller and for damages and/or injuries which may be incurred by Buyer by virtue of defective design, material or workmanship in the goods furnished hereunder. If this order covers the performance of labor for Buyer, Seller agrees to indemnify and hold harmless Buyer from and against all losses, liabilities, claims or demands for injuries to any person (including death) or damages to property growing out of the performance of the contract which results from the acceptance of this order by Seller except that Seller shall not relieve Buyer from liability caused by the willful misconduct or sole negligence of Buyer, its officers, agents or servants.
17. **INSURANCE** - Seller shall maintain at all times during the performance of labor or services for Buyer under the contract which results from the acceptance of this order, worker's compensation Insurance with applicable statutory limits employer's liability of \$1,000,000 limit and comprehensive public liability insurance including products-completed operations, automobile and contractual liability coverages with limits of \$500,000/\$1,000,000 bodily injury and \$500,000 property damage (\$50,000 property damage/automobile) or a combined single unit of \$1,000,000 per occurrence. Seller shall furnish an insurance certificate and/or state issued certificate evidencing the above coverages. Insurance certificates must be endorsed to provide that Buyer shall be notified in writing ten (10) days prior to any substantial modification or termination of the subject policy.
18. **TOOLS, DIES AND MATERIAL** – Title to and right of immediate possession of all tooling, dies and material furnished by Buyer to Seller or purchased by Buyer from Seller shall remain with Buyer. Buyer does not guarantee the quality or suitability of such tooling, dies or material. Tooling subject hereto shall be maintained in good condition and must be permanently identified as the property of Buyer and shall be used solely in the performance of work ordered by Buyer. Seller shall maintain an inventory control of all such tooling, dies and materials and such items shall not be commingled with property belonging to Seller or others, except as such material may be incorporated into or attached to supplies consumed or expended in the performance of this order.
19. **LIENS** – If this order covers job site work Seller shall be solely responsible for all claims of whatever nature arising out of non-payment for services, labor and materials furnished or contracted for/by Seller in performance of work hereunder, including all liens which may be levied against Buyer or its customer. Before final payment or at any time upon Buyer's request, Seller shall furnish Buyer with an affidavit conforming to the laws of the state in which the work is performed or in absence of any such law then an affidavit satisfactory to Buyer setting forth the names and amounts due and remaining unpaid to all persons furnishing services, labor or materials hereunder. Buyer shall have the right to pay directly to all Seller's creditors all such amounts as may be due them and deduct same from payments to Seller.
20. **USE OF BUYER'S DATA** – Seller shall not without prior written consent of Buyer use or disclose any data, designs, or other information belonging to or supplied by or on behalf of Buyer except in performance of orders for Buyer of the Government where the Government has such rights. Upon Buyer's request such data, designs or other information and any copies thereof shall be returned to Buyer.
21. **LAWS AND REGULATIONS** – In furnishing goods and/or services required under this order or any amendment thereto Seller represents, warrants and agrees that it shall comply with the provisions of all applicable federal, state and local laws, regulations and orders. Without limiting the generality of the foregoing Seller specifically agrees to comply with the following Occupational Safety and Health Act of 1970 as amended ("OSHA"), Toxic Substances Control Act as amended ("TSCA") and the Fair Labor Standards Act of 1938 as amended ("FLSA")
22. **APPLICABLE LAWS AND DISPUTES** – All purchase orders from Buyer are issued with reference to the State of New Hampshire and the rights and duties of all persons and the construction and effect of all provisions of such purchase orders shall be governed and construed according to the laws of New Hampshire.
23. **CHEMICAL SUBSTANCES IDENTIFICATION** – By acceptance of this purchase order, Seller certifies that the chemicals, substance(s) furnished pursuant to this order have been properly labeled and that proper information of the substance(s) e.g. material safety data sheets have been provided to Buyer pursuant to any federal, state or local legislation.
24. **ASSIGNMENT** – No assignment or modification of this order by Seller shall be binding unless in writing and assigned by Buyer and the Seller.
25. **ADDITIONAL GOVERNMENT PROVISIONS** – If the face of this order indicates that it is placed under Government of lower tier subcontract or purchase order, or if the face of the face of this order does not indicate that it is placed under a commercial contract the following provisions are applicable to this order. The following provisions of the Federal Acquisition Regulation (FAR) are hereby incorporated by reference in this Order and are applicable in accordance with the terms hereof with the same force and effect as if they were given in full text and with an appropriate substitution of parties as the case may be.

FAR Text Ref.		Clause
22,305 (a)	Contract Work Hours Standards Act-Overtime Compensation General	5222204
22,610 (b)	Walsh-Healy Public Contracts Act	5022220
22,810 (e)	Equal Opportunity	5222226
22,1308	Affirmative Action for Disabled Veterans and Veterans of Vietnam Era (Orders over \$10,000)	5223235
22,1408	Affirmative Action for Handicapped Workers (Orders over \$2500 (12,302)	5222236
23,105 (b)	Clean Air and Water (Orders over \$100,000)	5222302
25,407 (a)	Buy American Act and Balance of Payments Program	5222509
19,708 (a)	Utilization of Small Business and Small Disadvantaged Business Concern	5221903
22,202	Convict Labor (Section XII, Part 2)	5222209
20,302	Utilization of Labor Surplus Area Concerns	5222003
8203-1 (a)	Requires Sources of Jewel Bearings	5220801
46,805 (a)	Limitation of Liability (Not applicable to catalog items)	5224623

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