

Terms and Conditions

1. Commencement of performance by Seller pursuant to this Purchase Order constitutes acceptance hereof by Seller.
2. Purchaser's Production Schedule is based upon the agreement that Seller's materials will be delivered to Purchaser by the date specified on the face of the Purchase Order. Time is therefore of the essence. If deliveries are not made by Seller at the time agreed upon, Purchaser reserves the right to cancel or to purchase elsewhere. Furthermore, the Purchaser retains the right to not accept delivery or to return any or all materials delivered after the scheduled delivery date, with or without advance notice, and at the Seller's expense.
3. Seller warrants all materials or services delivered hereunder to be new (unless otherwise indicated), free from defect of material or workmanship and to conform strictly to the specifications, drawings, or sample specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by Purchaser of the materials or services.
4. It is agreed that all goods delivered shall comply with all Federal, State or Local laws relative thereto and that the Seller shall defend actions or claims brought and save harmless the Purchaser from loss, cost or damages or by reason of actual or alleged patent infringement.
5. The Seller shall be bound to the Purchaser by the terms of all of the documents, drawings, general and special conditions, plans, specifications, addenda and supplements thereto, comprising the contract between the Purchaser and the Owner, and the Seller herewith expressly assumes all obligations and responsibilities that the Purchaser has assumed to the Owner. Any specifications, drawings, notes, instructions, engineering notices, or technical data contained in said contract or referred to in this Purchase Order shall be deemed to be incorporated herein by reference as if fully set forth. In case of any discrepancies or questions, Seller shall refer to Purchaser for decision or instruction or for interpretation. All material, products and equipment furnished under this order shall be subject to the approval of the architect, engineer or any other party mentioned, and Seller shall furnish the required number of submittal data or samples for said approval. In the event approval is not obtained, the order may be canceled with no liability on the part of the Purchaser.
6. Final inspection shall be on Purchaser's premises unless otherwise agreed in writing. Materials rejected as not conforming to this Purchase Order shall be returned at Seller's expense, including transportation and handling costs.
7. In case of Seller default, Purchaser may procure articles or service from other sources and charge Seller as liquidated damages any excess cost or damages occasioned thereby. Seller shall be liable for all consequential damages resulting from Seller's default including costs and reasonable attorney's fees.
8. All prices shall reflect F.O.B. delivery point. In the event a specific purchase is negotiated F.O.B. shipping point, the Seller is to prepay shipping charges and add such charges to the invoice. The materials, products and equipment covered by this order, whether in a deliverable state or otherwise, shall remain the property of the Seller until delivered to a designated site and actually received by the Purchaser, and any damage to the materials, products and equipment or loss of any kind up to the point of receipt by the Purchaser shall be borne by the Seller, notwithstanding the manner shipped or who pays for the transportation.
9. Except as may be otherwise provided in this Purchase Order, the contract price includes all applicable Federal, State and Local taxes in effect on the date of this Purchase Order. If products or services sold are subject to sales tax, Seller's invoice must either set forth amount of sales tax charges on separate line item or contain the words, "Applicable Sales Tax Included in Price". If items sold are not taxable or are exempt, Seller's invoice must so state as well as stating type of exemption certificate furnished, if required.
10. Seller shall furnish affidavits and instruments certifying that payment has been made for all labor, materials and services furnished in the performance or filling of this order, releases and indemnities as required at the time for payment and written guarantees with respect to the labor, materials and services supplied by Seller, suppliers and subcontractors. These documents shall be in such form and substance as may be required by or from Purchaser.
11. Seller shall not delegate any duties, nor assign any rights or claims under this Purchase Order, or for breach thereof, without prior written consent of Purchaser, and any such attempted delegation or assignment shall be void. All claims for moneys due or to become due from Purchaser shall be subject

to deduction by the Purchaser for any setoff or counterclaim arising out of this or any other of Purchaser's Purchase Orders with Seller, whether such setoff or counterclaim arose before or after any such assignment by Seller.

12. This order may be modified by Purchaser's formal written change order and it may be terminated on or before the scheduled delivery date only by writing signed by Purchaser.
13. Purchaser may cancel this order for its convenience in whole or in part by written notice at any time. Upon such termination, Seller shall immediately stop provision of all goods and/or services hereunder. Provided Seller is not in default, Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of services or goods actually provided prior to termination. Purchaser shall not be obligated to pay Seller any sum greater than the reasonable costs Purchaser recovers from Owner less any costs incurred by Purchaser. In no event shall Purchaser be liable to Seller for any loss of overhead, profit, or for any financial commitments made by the Seller to its suppliers or agents, on any uncompleted portions of the order.
14. Seller hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Purchaser for any and all claims, damages, losses, and expenses arising out of or resulting from Seller's performance under this Purchase Order. Furthermore, the Seller shall reimburse Purchaser for any costs or expenses, including but not limited to attorney's fees, expended in seeking Seller's compliance with the above stated duties to defend, indemnify and hold harmless.
15. This Purchase Order and the acceptance thereof shall be a contract made in the State of Connecticut and governed by the laws thereof.
16. All disputes related to performance pursuant to this Purchase Order that cannot be amicably resolved between Seller and Purchaser shall be settled in a court of law without a jury.

REV. 11/2015