

**1. Acceptance.**

Commencement of performance pursuant to this Purchase Order (and written acceptance on the bottom) constitutes acceptance hereof by Vendor. If specified conditions cannot be met, Vendor shall notify Buyer promptly of Vendor's best alternative proposals, which Buyer may accept or reject. The terms of this Purchase Order may not be modified, superseded or amended except in a writing signed by an authorized representative of Buyer.

**2. Deliveries, Time.**

Time is of the essence of this Purchase Order. If delivery of the Goods or completion of the Services is delayed beyond the time indicated herein for any reason including Vendor's insolvency, bankruptcy or assignment for the benefit of creditors, Buyer reserves the right without liability (in addition to its other rights and remedies) to cancel this order by facsimile notice, or verbal notice confirmed in writing (which notice shall be effective when received by or communicated to Vendor) as to any of the Goods not shipped or Services not performed, to purchase substitute Goods/Services elsewhere, and to charge Vendor with any loss incurred provided, however, that Vendor shall not be responsible for delays beyond Vendor's reasonable control. In the event of interruption of Buyer's business in whole or in part by reason of fire, flood, windstorm, earthquake, war, strike, embargo, acts of God, governmental action or any causes beyond Buyer's control, Buyer may have the option of canceling this Purchase Order in whole or part, if a written notice of cancellation is received before any Goods are shipped or Services are performed, and such cancellation shall be without further liability on the part of Buyer. Vendor shall notify Buyer at the time of shipping of the Goods or completing of the Services.

All shipments must be accompanied by packing list and the documents and correspondence shall refer to Buyer's Purchase Order number. Partial shipment must be prepaid by Vendor when it is less than a minimum freight shipment.

**3. Price and Payment.**

Prices or billing amounts shall not exceed the prices stated on the Purchase Order without the prior written consent of Buyer. The prices stated include packing, crating and transportation F.O.B. point shown. Except for charges to taxes as provided herein below, Buyer will not be responsible for any charge not shown on the face of this Purchase Order without Buyer's prior written consent to such charges in advance.

**4. Termination.**

Buyer may, at any time, terminate this Purchase Order for its convenience, in whole or in part, by written notice or verbal notice confirmed in writing to Vendor. If so terminated, any claim of Vendor shall be settled on the basis of and limited to the reasonable cost incurred by Vendor prior to Buyer's notice.

**5. Intellectual Property Rights.**

Vendor warrants that the Goods/Services do not infringe upon or constitute an unauthorized use of any patent, trade secret, copyright or other intellectual property right, and Vendor agrees to defend at Vendor's expense, all claims, suits, actions or proceedings, in law or equity, against Buyer, its successors, assigns, customers and users of any of the Goods/Services for actual or alleged infringement or unauthorized use of any such patent, copyright, trade secret or other intellectual property right resulting from or arising out of the sale of the Goods/Services. Vendor further agrees to pay and discharge any and all judgments, decrees, penalties and settlements which may be rendered or reached in any and all such claims, suits, actions or proceedings against the Buyer, its successors, assigns, customers and users.

**6. Quality Assurance.**

Vendor warrants that the Goods/Services which are the subject of this Purchase Order shall be of good materials and workmanship, free from defects, and shall conform to the specifications, drawings or samples specified or furnished to Buyer. This warranty shall survive any inspection, delivery, acceptance or payment by Buyer. Vendor also warrants that all Goods/Services hereunder shall be merchantable and fit for their intended purpose.

**7. Defective Goods.**

If any of the Goods/Services fail to comply with any term of this Purchase Order, Vendor shall promptly correct such discrepancy or replace such Goods/Services at Vendor's expense following receipt of notice of such discrepancy from Buyer. If Vendor shall fail to so act, Buyer may cancel this Purchase Order as to all such Goods/Services by giving Vendor notice, and in addition to its rights and remedies hereunder and at law and equity, Buyer may, at its option, cancel the then remaining balance of this Purchase Order by notice and as to all or any part of the Goods/Services, purchase substitute Goods/Services elsewhere and charge Vendor with any loss incurred. After notice to Vendor of a discrepancy, all such Goods will be held at Vendor's risk until the discrepancy is corrected or such Goods are returned to Vendor. Buyer may return such Goods to Vendor at Vendor's risk, and all transportation charges, both to and from the original destination, shall be paid by Vendor. Any payment made by Buyer for such Goods/Services shall be refunded by Vendor, unless Vendor promptly corrects the discrepancy or replaces the Goods/Services at Vendor's expense.

**8. Excess Goods.**

Except for quantities of Goods in excess of those ordered constituting customary quantity variations common to the trade or industry, any quantity of Goods in excess of the amount ordered need not be accepted, and such excess goods may be received, held and returned to Vendor by Buyer at Vendor's risk and expense.

**9. Inspection and Acceptance.**

All Goods/Services are subject to Buyer's inspection, testing and approval. Buyer reserves the right to reject and refuse acceptance of any Goods/Services which do not comply with all the terms of this Purchase Order. Acceptance, payment, use or resale of the Goods/Services by Buyer shall not release Vendor of any Vendor's obligations, representations or warranties hereunder. Payment for any Goods/Services shall not be deemed an acceptance thereof.

**10. Insurance.**

Vendor shall procure and maintain insurance covering any claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services and providing the Goods hereunder by the Vendor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in price of this Purchase Order. The insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after sixty (60) days' prior written notice by certified mail, return receipt requested, has been given to Buyer. Vendor shall furnish Buyer with a certificate of insurance with original endorsements naming Buyer as Additional Named Insured and affecting coverage that may be required by Buyer, including Liability coverage in all cases, and Workers Compensation coverage should the Vendor perform services at any site owned or controlled by the Buyer or its customers, representatives or subcontractors.

The Certificate and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf, and are to be received and approved by Buyer before work commences. Buyer reserves right to require complete, certified copies of all required insurance policies at any time.

**11. Compliance with Law.**

Vendor shall comply with the provisions of all applicable federal, state and local laws, regulations, rules and ordinances applicable to this Purchase Order and purchased Goods/Services including, without limitation, any fair labor standards or statutes and any statute or regulation regulating occupational safety and health. Vendor shall, following Buyer's reasonable request, certify such compliance to Buyer in writing.

**12. Buyer's Property.**

Unless otherwise agreed in writing, all drawings, specifications, tools, dies, molds, jigs, patterns, machinery, fixtures, equipment, software and any other property furnished to Vendor by Buyer or paid for by Buyer for use in the performance of this Purchase Order shall be and remain the sole property of Buyer, subject to return to Buyer upon Buyer's instruction.

**13. Taxes.**

Except as otherwise provided, the prices stated do not include sales, use, excise or similar taxes applicable to the sale of Goods/Services. All such taxes and charges shall be shown separately on Vendor's invoice.

**14. Assignment.**

Vendor shall not delegate any duties nor assign any rights or claims under this Purchase Order without the express prior written consent of Buyer. Any assignment or delegation made without Buyer's consent shall be null and void.

**15. Remedies.**

No remedy provided herein shall be deemed exclusive of any other remedy available at law or equity. All claims for monies due or to become due from Buyer shall be subject to deduction by Buyer for set off or counterclaim arising out of this or any other of Buyer's Purchase Orders to Vendor.

**16. Lien Waiver.**

By accepting this Purchase Order, Vendor agrees to pay all related expenses incurred by the Vendor, including but not limited to materials, labor and subcontractors. Vendor agrees that upon receipt of payment for Purchase Order amount, that all liabilities of the Buyer to Vendor related to goods or services described on the Purchase Order or any attachments thereto have been satisfied. Vendor agrees to indemnify and hold harmless Buyer, its Customers, agents or assigns for any issues related to non-payment of Vendor's liabilities to its suppliers or subcontractors. Provided that Vendor has been paid the entire PO amount, Vendor agrees to pay any and all legal expenses incurred by Buyer should the Buyer have to defend itself or its Customers, agents or assigns from any action brought by the Vendor or its suppliers or subcontractors.

**17. Amendments to Purchase Order.**

Any changes or amendments to the Purchase Order must be done in writing. Vendor is expressly forbidden from performing any additional work outside the scope of this Purchase Order until such time as a properly signed and authorized written amendment or additional Purchase Order has been issued by the Buyer. Vendor agrees to accept full liability and responsibility for any goods or services provided that are not expressly included in the Purchase Order or attachments thereto.

**18. Governing Law.**

This Purchase Order and the acceptance of it shall, as provided herein, constitute a contract made in, and to be governed in all respects by the laws of the state of North Carolina.

**19. Notices.**

Any notice required or otherwise given pursuant to this Purchase Order shall be in writing and shall be hand delivered, mailed certified mail, return receipt requested, postage prepaid or by recognized delivery service.