1. Acceptance Agreement. Seller's commencement of work on the goods subject to this purchase order shall not be construed as a warranty. If a defect occurs first, shall be deemed an effective mode of acceptance of this purchase order. Any acceptance of this purchase order is limited to acceptance of the express terms contained on the face and back hereof. Any proposal for additional or different terms or attempts by Seller to vary in any degree any of the terms of this offer of Seller's acceptance is hereby objected to and rejected, but such proposal shall not operate as a rejection of the offer unless such variations are in the terms of the description, quantity, price, or delivery schedule of the goods, but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller without said additional or different terms. If this purchase order shall be deemed an acceptance of a price offer by Seller, such acceptance is limited to the express terms contained on the face and on the back hereof. Additional or different terms or any attempt by Seller to vary in any degree any of the terms of this purchase order shall be deemed material and are objected to and rejected, but this purchase order shall not operate as a rejection of the Seller's offer unless it contains variations in the terms of the description, quantity, price, or delivery schedule of the goods.

2. Electronic/Facsimile Transmission. If this Purchase Order is transmitted by fax, email or other means of electronic transmission, such transmission shall have the legal significance of a duly executed original document.

3. Shipments. If delivery is not made by the date indicated on this Order, Purchaser may, in addition to its other rights, cancel this Order, without any liability whatsoever if in order to comply with Purchaser's required delivery date it becomes necessary for Seller to ship a more expensive mode of transportation. Any increased transportation costs resulting therefrom shall be paid for by Seller unless the necessity for such routing or expedited handling has been caused by Purchaser.

4. Force Majore. Any delay or non-delivery occasioned by causes beyond its control. Seller shall hold such goods at the direction of the Purchaser and shall deliver them when the cause affecting the delay has been removed. Purchaser shall be responsible only for Seller's direct transportation costs and shall be liable for all additional costs in holding the goods or delaying performance of this agreement at Purchaser's expense. Beyond the Seller's control shall include government action, failure of the government to act, or where such action is required, strike or other labor trouble, fire, or unusually severe weather.

5. Changes. Purchaser shall have the right at any time to make changes in this Order by written or verbal communication with Seller, with or without prior notice. If acceptance of such changes shall cause a material increase, or decrease in Seller's costs or time of performance, Seller shall notify Buyer immediately and negotiate an adjustment.

6. Price and Payment. Seller warrants that the prices for the articles sold hereinbefore are not less favorable than those currently extended to any other customer or known to the Seller. In the event Seller reduces its price for such articles during the term of this Order, Seller agrees to reduce the prices hereof correspondingly. The price stated in this order includes (1) all charges for packaging, boxing, crating, special handling, and freight (2) F.O.B. designated delivery location; (3) Dimensional Weight, (4) DDP (Incoterms 2000) for border delivery of Goods and Deliverables to the FOB point or designated delivery location. No modification or adjustment of the stated price may be made without the signed written agreement of Purchaser. If the price is not stated on this Order, the price shall be the lower of: the later price last quoted or paid, or the prevailing market price.

7. Setoff. All claims for money due or to become due from Purchaser shall be subject to setoff against any amounts due from Purchaser to Seller. Any amount appearing as a setoff against any claim for money due from Purchaser may be returned to Seller at its option and to the extent of any amounts due from Seller to Purchaser.