GENERAL TERMS

1. Claims: Payment of invoice shall not constitute acceptance of goods or services and shall be without prejudice to claims of Purchaser.
2. Discount: The cash discount period will begin at the time of receipt by Purchaser of a correct invoice, or of the goods to which the invoice relates, whichever is later.
3. Risk of Loss: Seller shall bear the risk of loss until delivery at destination.
4. Warranties: All merchandise shipped under this order shall be subject to all statutory warranties and express warranties created by acts and statements of the Seller. Any exclusions of such warranties by the Seller shall be as of no effect. If any of the merchandise is found at any time to be defective in material, workmanship or design, or otherwise not in conformity with the requirements of the order, Purchaser, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such goods at Seller's expense, such goods not to be replaced without suitable written authorization from Purchaser.
5. Compliance with Laws: Seller warrants that all goods or services furnished hereunder will comply with all applicable federal and state laws (and with the regulations, orders and standards thereunder) including where applicable, but not limited to, the Fair Labor Standards Act, the Civil Rights Act of 1964 and the Occupational Safety and Health Act of 1970, and any amendments thereto; and the Seller agrees to give the Purchaser all such compliance certificates, notices and reports as may be either required or otherwise necessary in such connection and to appropriately label all goods supplied under this purchase contract in the manner required by any such applicable legislation, regulations, orders or standards.
6. Indemnification: Seller insures the performance of any goods sold hereunder and shall indemnify Purchaser against all liability, claims, loss, damage and expense, including reasonable attorney fees, sustained or incurred by Purchaser in the investigation, settlement, attempted settlement or defense of any claim arising or alleged to have arisen from the use, performance, non-performance, sale or resale of such goods due to any defect in materials, workmanship or design or the infringement or interference or alleged infringement or interference of any patent or pending patent application or failure of the Seller to comply with all applicable Federal and State safety and health laws, and all orders, regulations and standards issued thereunder, in effect on the date that this order is accepted, including, but not by way of limitation, the Occupational Safety and Health Act of 1970. The phrase "defect in materials, workmanship or design" shall include products failing to meet Consumer Product Safety Standards, if any.
7. If this order requires Seller to perform any services upon property owned or controlled by Purchaser, Seller agrees:
   a. Release of Liens: to furnish to Purchaser, as a condition precedent to final payment, a complete release of all liens together with a certificate by Seller that the release contains the signatures of all those who performed services of furnished materials under this order.
   b. Hold Harmless: to indemnify Purchaser and save it harmless against all liability, claims, loss, damage and expense, including reasonable attorney fees, on account of personal injury (including death) or damage to property arising out of or in any way connected with the performance of this order whether or not the negligence of Purchaser was a contributing cause of such personal injury or damage.
   c. Insurance: (1) to provide, at its sole expense, Workmen's Compensation and Employer's Liability Insurance protection for all of its employees engaged in the performance of this contract; and (2) to procure and maintain in force at all times during the performance of this order (a) bodily injury, property damage, contractual bodily injury and contractors property damage insurance coverage, each having coverage of $500,000 each person and $1,000,000 each occurrence; and (b) automobile liability insurance coverage having minimum amounts of $250,000/$500,000 per accident for bodily injury, and $100,000 per accident for property damage, unless higher amounts are specified by the Purchaser. Certificates evidencing such insurance coverages shall be submitted to Purchaser prior to the commencement of the work hereunder.
8. Alteration of Terms: None of the terms and conditions contained in this Purchase Order may be added to, modified, superceded or otherwise altered except by a written instrument signed by an authorized representative of Purchaser and delivered by Purchaser to Seller, and each shipment received by Purchaser from Seller shall be deemed to be only upon the terms and conditions contained in this Purchase Order, not withstanding any terms and conditions that may be contained in any acknowledgment, invoice or other form of Seller and notwithstanding Purchaser's act of accepting or paying for any shipment, or similar act of Purchaser and/or notwithstanding any course of prior dealings or usage of the trade not incorporated herein.
9. Government Contracts: If this order is a subcontract under a Government Contract, Seller agrees that all terms and conditions required by law (including by way of illustration and not limitation terms and conditions required by Armed Forces Procurement Regulations and Federal Procurement Regulations) (41 CFR Chapter 1): or by the Government Contract to be inserted herein are incorporated herein and are deemed to be part hereof.
10. Applicable Law: This Order shall be construed to be between merchants and all questions arising in connection with this order of the acceptance or confirmation thereof or the purchase of goods or services covered thereby shall be resolved in accordance with the laws of the State of Pennsylvania.