**ACCEPTANCE** - Acceptance by Seller of Buyer’s purchase order shall be limited to all the terms and conditions hereof, both expressed and implied. This order may be accepted only by Seller’s written acknowledgement of the order. Any additional or different terms or conditions that may be proposed by Seller are hereby rejected and shall not become a part of the purchase agreement without Buyer’s written consent. On items purchased based on drawings of Buyer, no deviations from the drawing specifications shall be tolerated. Seller and Buyer shall agree that fabricated goods hereunder are to be used in conjunction with any product of Buyer, Seller shall notify Buyer as far in advance as commercially reasonable when changes are planned to Seller’s standard product. If Seller, instead of making written acceptance of this order, ship any goods by or furnish any services in response to this order, Buyer may, in its sole election, either reject the tendered goods and/or service or treat such action as constituting acceptance and assent to the terms and conditions hereof.

**PRICE** - In the event that subsequent to the date of, but prior to date of Seller’s fulfillment of, this order, Seller shall reduce the price of the goods and/or services of the kind or quality of the goods and/or services which are the subject of this order, such price reduction shall apply to this order. If no price is specified herein, the price shall be not higher than that Seller last previously quoted or charged Buyer for goods and/or services of like kind or quality. If Seller has not previously quoted or charged Buyer prices as to any goods and/or services ordered herein, the price shall be the lowest price charged by Seller to any buyer for goods and/or services of like kind and quality from the date hereof until date of delivery.

**WARRANTIES** - Seller warrants that all goods and/or services provided by it (i) shall be of good quality and workmanship and free from defects, latent or patent; (ii) shall conform to all specifications, drawings, descriptions and samples furnished, specified or adopted by Buyer; (iii) shall be merchantable and suitable and sufficient for their intended purposes and/or use, and (iv) shall be free of any claim of Seller’s or its subcontractors that the goods or services furnished do not conform to Buyer’s purchase order. Buyer shall have thirty (30) days from the receipt of the goods to inspect same. Buyer may reject any defective or non-conforming goods. In such event, at Buyer’s option: (a) Seller shall, at Seller’s cost, promptly repair or replace same; (b) Buyer may return same to Seller, at Seller’s cost, for a refund or credit for amounts previously paid by Buyer; or (c) Buyer may cancel and reject all such defective or non-conforming goods, and Seller shall immediately tender to Buyer an amount equal to the price therefor, and Seller shall be responsible for all loss and/or damage to Buyer resulting therefrom. NO GOODS OR SERVICES AVAILABLE TO BUYER FOR THE BREACH OF ANY OF THE FOREGOING WARRANTIES MAY BE RETURNED TO SELLER AT SELLER’S COST.

**ACCEPTANCE** - This order and any performance hereunder shall be subject to all the terms and conditions hereof, both expressed and implied, by law, and by any order of Seller or Buyer. If any change is made in the order or in the price or in the performance of the order, an equitable adjustment shall be made in the contract price or delivery schedule or both. Any claim by Seller for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of the change.

**CHANGES** - Buyer reserves the right at any time prior to shipment to make changes as to: (a) specifications of any goods to be specifically manufactured for Buyer; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery, and (e) reduce, increase or cancel the quantities ordered. If any such change results in an increase or decrease in the cost of the goods ordered for performance of this order, an equitable adjustment shall be made in the contract price or delivery schedule or both. Any claim by Buyer for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by Buyer of the change.

**CANCELLATION AND REMEDIES** - Buyer may cancel this order in whole or in part if (i) the goods and/or services furnished do not conform to the warranties herein; (ii) Seller fails to make deliveries as provided herein; (iii) Seller breaches any other term, condition or covenant herein; (iv) any representation by Seller proves to have been made in bad faith or in violation of any of Buyer's or Seller's obligations hereunder. In any event of any such cancellation, Buyer shall have in addition to its other rights: (i) to refuse to accept delivery of goods and/or performance of services; (ii) to return to Seller any goods already delivered and to recover all payments made therefor and for expenses incident thereto; (iii) to recover any advance payments to Seller for undelivered or returned goods and/or services not fully performed; and (iv) to purchase elsewhere and change Seller with any additional cost resulting therefrom. Buyer’s right to return goods is not affected by any assignment by Seller of moneys due or to become due hereunder. In addition, Buyer may cancel this order in whole or in part at any time for Buyer’s convenience. Upon any cancellation by Buyer, Buyer shall be charged only (i) the allocable portion of price for conforming goods delivered and services performed, and (ii) Seller’s actual cost for undelivered goods and for services not performed (including sums payable to settle obligations reasonably incurred in reliance on this order), such total charge to be in no event greater than the price herein. Upon such payment, all goods, whether in process or finished, and raw materials shall become Buyer’s property and shall be delivered to Buyer as herein provided.

**INDEMNIFICATION** – To the fullest extent permitted by law, Seller agrees to indemnify, defend and hold harmless Buyer and its affiliated companies, their respective customers, directors, officers, employees and agents, from and against any losses, liabilities, costs, expenses, suits, claims, and all other obligations and proceedings whatsoever, including without limitation, reasonable attorney’s fees and any other cost of litigation, arising out of: (a) any act or omission to act by Seller or (b) any breach by Seller of any its representations, warranties or covenants herein. Seller will maintain in force adequate insurance to cover any loss or damage caused by negligence of the Seller or its subcontractors that result in injuries to persons or damage to property, including damage to the merchandise being delivered.

**NONASSIGNABILITY** - Seller may not assign any right or interest in this order and may not delegate performance of any of its obligations hereunder without Buyer’s prior written consent. Any attempted assignment or delegation by Seller without such consent shall be void.

**CERTIFICATE OF COMPLIANCE WITH EEO REQUIREMENTS, EMPLOYEE NOTICE AND NON-SEGREGATED FACILITIES** - The Equal Employment Opportunity Clause required under Executive Order 11246, the employee notice clause pertaining to employee rights under the National Labor Relations Act, set forth in 29 CFR Part 417 Appendix A to Subpart A, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in this order. By accepting this order, Seller certifies that, to the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). This regulation prohibits the discrimination against qualified protected veterans and qualified individuals on the basis of disability. The non-disrimination and affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.

**BUSINESS PRACTICES** - Seller agrees, represents and warrants on a continuing basis that the goods or services supplied to Buyer will not be manufactured with prison labor, child labor, or any other forced labor.

**MISCELLANEOUS** - Buyer shall have the right to inspect any work being performed for Buyer by Seller and to inspect Seller’s equipment and facilities at any time during Seller’s normal business hours. Whenever Seller shall have in its possession any property of Buyer, Seller shall be deemed an insurer thereof and responsible for its safe return to Buyer. Whenever Buyer has the right to demand of Seller adequate assurance of due performance, Buyer shall be the sole judge of the adequacy of any assurance given by Seller. Except as otherwise specifically provided in this order, Seller shall pay all sales, use, excise, tariff, duty, or other tax that may be imposed upon any of the goods or their sale, use or delivery. No delay or omission by Buyer in exercising any, right or remedy hereunder shall be a waiver thereof or of any other right or remedy. No single or partial waiver by Buyer thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. All rights and remedies of Buyer hereunder are cumulative. No course of prior dealings between Buyer and Seller and no usage of the trade shall be relevant to supplement or explain this Agreement. This order and any agreement resulting herefrom constitutes the entire agreement between Seller and Buyer, superseding all prior agreements, understandings, and negotiations and any and all other oral agreements and agreements in any manner whatsoever. Any and all other rights and remedies resulting herefrom cannot be modified or amended without the written consent of Buyer. This order and the agreement resulting herefrom shall be governed by and under the laws of the State of New York. Any action to enforce, arising out of, or relating in any way to, any of the provisions of this order and agreement shall be brought and prosecuted in a court located in Buffalo, New York or the Western District of New York as is provided by law, and Seller and Buyer consent to such jurisdiction.