1. Offer, Acceptance and Modification. This Purchase Order is an offer to Seller by Buyer to enter into the purchase agreement it describes, and upon acceptance shall be the complete and exclusive statement of such agreement. ACCEPTANCE OF SUCH OFFER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED THEREIN. Any conditions proposed by Seller in Seller's quotation, invitation, acceptance, acknowledgment, invoice, transmittal or any other document which are different from, conflict with, or add to the terms and conditions set forth herein shall be deemed to materially alter the terms and conditions set forth herein and are hereby objected to and rejected by Buyer. Acceptance of Buyer's offer shall occur upon the happening of any of the following events, but is not limited to these events: (a) receipt by Buyer of a copy of the goods and services or the order, purchase price, and method of payment; (b) receipt by Buyer of notification from Seller that Seller has commenced performance hereunder or that Seller intends to perform, or (c) any performance (partial or otherwise) by Seller. This Purchase Order is not automatically renewable.

2. Changes. Buyer at any time may change the design (including drawings, materials, and specifications), processing, method of packing and shipping, and the place of delivery of the goods and services. If such change affects cost or timing, Buyer shall advise Seller in writing of such change and the revised cost or timing. Seller shall add such changes to its invoice as a separate item and attach supporting data. Buyer may require shipment of any of the goods covered by this Purchase Order in accordance with the specifications of this Purchase Order because of Seller's default. Buyer at any time may change the design, processing, packing, shipping, or place of delivery of the goods and services without Seller's written approval. Seller shall notify Buyer of any such change proposed to this Purchase Order agreement, including, but not limited to, changes for safety, compliance with laws or regulations, compliance with the specifications of this order, quality or price. Such notice shall identify the number of this Purchase Order. Seller shall implement the change in the goods only upon written permission of Buyer. Any price increase must be approved by Buyer in writing in advance.

3. Bailment Property. Unless otherwise specified in this Purchase Order, Seller is responsible for loss of and damage to the property owned by Buyer in carrying out this order, including responsibility for loss and damage that occur despite Seller's exercise of reasonable care, but excluding normal wear and tear. Seller shall properly house and maintain such property on Seller's premises, andwithstanding any term or condition of this Purchase Order or with that of a third of a party, and maintain it as personally. Buyer shall have the right to enter Seller's premises at reasonable times to inspect such property and Seller's records pertaining thereto and to take possession of the property. Upon Buyer’s request, Seller immediately shall deliver such property to a carrier selected by Buyer, properly packed and marked.

4. Over or Over Shipment. Seller may not deviate from quantities on this Purchase Order without written approval of Buyer. Seller shall notify Buyer of any over shipment to Seller at Seller's expense for all packing, handling, sorting, and transportation.

5. Packing, Marking, and Shipping. Seller shall pack and ship the goods in accordance with the requirements of Buyer and the carrier transporting such goods. Seller shall mark each package in accordance with instructions of Buyer and the carrier. Seller will reimburse Buyer for costs incurred as a result of improper packing, marking, routing, or shipping. Seller may collapse or separate them for packaging or shipment, or ship them in such fashion at its discretion. At Buyer's discretion, Seller shall add such charges to its invoice as a separate item and attach supporting data. Buyer may require shipment of any of the goods covered by this Purchase Order in accordance with the specifications of this Purchase Order because of Seller's default. Buyer at any time may change the design, processing, packing, shipping, or place of delivery of the goods and services without Seller's written approval. Seller shall notify Buyer of any such change proposed to this Purchase Order agreement, including, but not limited to, changes for safety, compliance with laws or regulations, compliance with the specifications of this order, quality or price.