

1. **ACCEPTANCE:** Acceptance of this Purchase Order (“Order”) is expressly limited to the terms stated herein, and any additional or different terms proposed by Vendor are rejected unless expressly assented to by Buyer.
2. **MODIFICATION:** No modification of this order shall be effective without Buyer’s written consent. No course of dealing, no usage of the trade and no course of performance shall be used to modify, supplement or explain any terms used in this order. **NO PARTIAL SHIPMENTS** allowed, unless specifically agreed to. No partial invoices for unauthorized partial shipments will be paid.
3. **WARRANTIES:** Seller expressly warrants that all articles, materials and work (“Items”) covered by or furnished pursuant to this Order will conform to the specifications, drawings, samples and other description furnished or adopted by Purchaser, will be fit and sufficient for the purchase intended, merchantable, of good material and workmanship, free from defect and all Items furnished pursuant to this Order will be delivered free of all liens or claims of any nature and that Seller has good title to same. All Items received by Purchaser will be subject to Purchaser’s inspection and rejection and rejected Items may be returned at Seller’s risk and expense. The mere receipt of and/or payment for the Items covered by this Order will not be taken as an admission that the Items meet the above requirements, but a reasonable time will be allowed for Purchaser to make such determination. Purchaser may reject Items at a later time when it may be determined by usage that any item does not comply with the above requirements.
4. **TITLE AND LOSS IN TRANSMIT:** Risk of loss and title to the Items subject to this Order shall remain with Seller until the Purchaser actually receives and accepts the items at its place of business or ship to address specified in this Order.
5. **INVOICING:** Seller shall Email copy of invoice to ORDERS@ClipperControls.com and send invoice in **DUPLICATE WITH ORIGINAL BILL OF LADING OR ORIGINAL EXPRESS RECEIPTS TO PURCHASER’S OFFICE INDICATED** on day of shipment. If invoices subject to cash discount are not mailed on day the invoices are dated, the discount period will begin on day the same are received. So that proper cash discounts may be computed, Seller’s invoice should show the amount of freight paid as a separate item, if applicable; otherwise, cash discounts will be computed on total amount of the invoice. Seller should prepare a **SEPARATE** invoice for **EACH ORDER** and show on same the cash discount allowed and the point from which shipment was made. The invoice must show whether or not freight is **PREPAID**.
6. **PRICES:** This Order must not be filled at a higher price than that specified without the prior written approval of Purchaser. Seller represents that the prices charged for the goods and services covered by this order are the lowest prices charged by Seller and that such prices comply with all applicable laws and government regulations in effect at time of quotations, sale, delivery and performance.
7. **CANCELLATION:** Either Purchaser or Seller may cancel this Order if the other party becomes bankrupt or insolvent or makes an assignment for the benefit of creditors.
8. **NO PARTIAL SHIPMENTS** without Purchasers approval. Purchaser reserves the right to cancel all or any part of the undelivered portion of this Order if Seller does not deliver the Items at the time specified, time being of the essence of this Order, or if Seller breaches any of the terms hereof including, without limitation, the warranties of Seller.

9. **SELLER AGREES THAT IT WILL, AT SELLER'S COST AND EXPENSE, WITHOUT REGARD TO WHETHER THE ITEMS HEREIN DESCRIBED CONFORM TO SPECIFICATIONS FURNISHED BY OR FOR PURCHASER, DEFEND, INDEMNIFY AND HOLD HARMLESS PURCHASER, OTHER AFFILIATED COMPANIES, THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL PRESENT AND FUTURE LOSS, COST, DAMAGES, CLAIMS, DEMANDS, ACTIONS, PROCEEDINGS AND LITIGATION ARISING FROM (A) CLAIMED OR ACTUAL INFRINGEMENT OR CONTRIBUTORY INFRINGEMENT OF ANY PATENT, OR INFRINGEMENT OF ANY COPYRIGHT OR TRADEMARK OR VIOLATION OF ANY TRADE SECRET BY ANY OR ALL OF THE SAID ITEMS, THE PURCHASE THEREOF AND USE OF THE SAME FOR THEIR ORDINARY INTENDED PURCHASES AND USE OF THE SAME FOR THEIR ORDINARY INTENDED PURPOSES AS WELL AS ANY SPECIAL PURPOSES SPECIFIED HERIN, (B) LABOR OR MATERIAL LIENS, FEES, COMMISSIONS OR OTHER COMPENSATION CLAIMED BY ANY THIRD PARTY BECAUSE OF ANY ITEMS ALLEGEDLY PROVIDED, PERFORMED OR RENDERED FOR SELLER IN CONNECTION WITH THIS ORDER AND (C) PERSONAL INJURY TO OR DEATH OF ANY PERSON OR ANIMAL OR DAMAGE TO ANY PROPERTY WHATSOEVER CAUSED BY, RESULTING FROM OR OCCURRING IN CONNECTION WITH OR ARISING OUT OF SELLER'S PERFORMANCE HEREUNDER OR THE USE OF SAID ITEMS BY SELLER FOR ANY WORK PERFORMED BY SELLER ON THE INDEMNIFIED PARTIES' PREMISES. IT IS THE INTENTION OF THE PARTIES THAT THE INDEMNITY OBLIGATIONS OF SELLER ARE WITHOUT REGARD TO WHETHER THE STRICT LIABILITY, FAULT, CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNIFIED PARTIES IS A FACTOR AND SUCH OBLIGATIONS ARE INTENDED TO PROTECT THE INDEMNIFIED PARTIES AGAINST THE CONSEQUENCES OF THEIR OWN STRICT LIABILITY, FAULTS, CONCURRENT OR CONTRIBUTORY NEGLIGENCE. ONLY THOSE MATTERS WHICH ARE DETERMINED TO BE A RESULT OF THE SOLE NEGLIGENCE OR FAULT OF THE INDEMNIFIED PARTIES NOT CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OR FAULT OF SELLER, ITS EMPLOYEES AND AGENTS, OR OTHER THIRD PARTIES, SHALL BE EXCLUDED FROM SELLER'S OBLIGATIONS TO INDEMNIFY.**
10. Purchaser agrees to accrue and remit all state and local sales and use taxes under its Direct Tax Payment Permit, if applicable. Otherwise, Seller agrees to itemize, as a separate item, any state and local sales and use taxes and unless separately stated and itemized, all such taxes will be borne by Seller.
11. **DRAWINGS:** All drawings supplied to Seller in connection with this Order will remain the property of the party supplying said drawings and will be returned upon request.
12. **COMPLIANCE WITH THE LAW:** Seller agrees that in performing hereunder it will comply with all applicable requirements contained in governmental statutes, rules, regulations and orders including those governing equal and fair employment practices, safety and health and vocational rehabilitation, and also including without limitation, any government affirmative action programs in connection therewith, the provisions of which are incorporated herein by reference, and Seller agrees to hold Purchaser and any of its affiliates harmless from any and all liabilities, claims, fines or penalties (including reasonable costs and settlements) which may arise out of the failure of Seller to comply with such requirements.
13. **ASSIGNMENT:** This Order may not be assigned, pledged, or hypothecated by Seller in whole or in part without the written consent of Purchaser.