



CBP ENGINEERING CORP.

SUPPLIERS AND SUBCONTRACTORS

TERMS AND CONDITIONS

ACCEPTANCE

No terms or conditions in addition to or different from those contained in this order shall be binding upon us. Any such terms or conditions are to be construed only as proposals for additions to the contract and will not become part of the contract unless expressly agreed to by us in writing. Acceptance of this order must be limited to terms and conditions contained herein.

WARRANTIES

This sale shall be subject to all warranties implied in law, and to express warranties made by you, with respect thereto. Without limiting the generality of the foregoing, you expressly warrant that the merchandise shall conform to the description, sample, model and/or specifications upon which this order is based, and that such merchandise shall be free from defects in material and workmanship.

RISK OF LOSS OR DELAY IN TRANSIT

Regardless of F.O.B. point, type of carrier (whether or not designated by us) and manner of payment of freight charges, you shall bear all the risk of loss, damage or delay in transportation until the merchandise is duly delivered at the destination specified by us.

NON-CONFORMING SHIPMENT OR MERCHANDISE

We shall have the right, before or after inspection at the specified destination, to reject all or any part of any shipment or merchandise which does not conform to this order in quality, quantity, identity, date of delivery or, otherwise, but acceptance of any non-conforming shipment or merchandise shall not impair any rights or remedies available to us in law or equity for breach of contract. Without limiting the generality of the foregoing, any merchandise which shall be found through service, inspection, use or otherwise, to be defective in material or workmanship, or not in conformity with this order within six months from date of delivery, may at our option, be returned at your cost and risk for full refund, credit, or replacement as we shall determine.

MATERIAL AND DRAWINGS

Any material which we have furnished you, or which we may furnish you, in connection with this order without charge, shall remain our property subject to recall at any time. You agree to pay for all such material which is damaged, lost or spoiled by you or not otherwise satisfactorily accounted for, and to keep the same fully insured against fire, theft and other extended coverage risks for our benefit. All blueprints and or specifications, plans or designs, furnished to you by us shall remain our property subject to recall at any time, shall be considered confidential and shall not be furnished by you to anyone else without our prior written consent.

INFRINGEMENT

Except with respect to goods or merchandise made to our specifications or design, you agree to indemnify and hold us and our customers free and harmless from and against any and all costs, loss and expense (including reasonable attorneys' fees) whatsoever which may be suffered or incurred by reason of or with respect to any claim, demand or suit based on alleged infringement of any patent or the like by reason of the sale or use of any goods or merchandise furnished by you.

FAIR LABOR STANDARDS ACT

All merchandise on this order will be produced in accordance with the provisions of the Fair Labor Standards Act, as amended.

ENTIRE CONTRACT

The terms and conditions of this purchase order shall constitute the entire contract between us concerning the sale of all materials, products and services specified herein. ALL QUESTIONS RELATING TO THE VALIDITY, INTERPRETATION, CONSTRUCTION OR PERFORMANCE OF THIS SHALL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.