

GENERAL CONDITIONS

1. **ACCEPTANCE** - This order will become a binding contract subject to the terms and conditions hereof, when Seller returns the acknowledgment, delivers any of the materials or performs any of the services ordered herein. Additional terms contained in the Seller's acknowledgment must be confirmed by the Buyer.
2. **INVOICES** - This order must not be invoiced at prices higher than those appearing hereon without authority in writing from the Buyer. Unless freight and other charges are itemized, any discount will be taken on full amount of invoice. All payments are subject to adjustment for shortages or rejection.
3. **PACKING** - No charges will be paid by Buyer for packing, crating or carriage unless stated in the order.
4. **QUANTITY** - The quantity of material or services specified on this order must not be exceeded without first obtaining written consent of Buyer.
5. **SPECIFICATIONS AND WARRANTIES** - Seller agrees and expressly warrants that all articles, material and work covered by this order will conform to Buyer's specifications and to any drawings, designs, samples or other description given to Seller, or if not ordered to specifications, will be fit and sufficient for the purpose intended and that all articles will be merchantable, of good workmanship and free from defect. Seller's warranties shall run to Buyer and Wittenberg University without limitation of any rights which Buyer may have at law by reason of any breach of warranty, goods which are not as warranted may be returned at Seller's expense or held for Seller's instructions at Seller's risk and credit therefore shall be given or goods replaced as Buyer may direct.
6. **DELIVERY** - The time of delivery of materials and rendering of services ordered hereunder is of the essence of this order. Notwithstanding the foregoing, the Seller shall not be liable for delay in delivery due to causes beyond the Seller's control and without Seller's fault or negligence, provided Seller exercises due diligence in promptly notifying Buyer of conditions which shall result in delay, provided that the supplies or services to be furnished by the Seller were not obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule.
7. **INSPECTION** - All articles delivered hereunder shall be received subject to Buyer's inspection and approval and payment therefore shall not constitute acceptance thereof.
8. **CHANGES** - Buyer shall have the right on written notice to Seller to suspend the work or to make changes from time to time in the materials to be furnished or the services to be rendered by Seller hereunder. Should any such change increase or decrease the cost of, or the time required for performance of the order, an equitable adjustment in the price and/or delivery schedule will be made. Any claims for adjustment by Seller must be made within a reasonable period of time as may be agreed upon.
9. **PROPERTY RESPONSIBILITY** - Unless otherwise provided in this order, Seller, upon delivery to it or manufacture or acquisition by it, of any materials, parts, tooling or other property, the title to which is in Buyer, assumes the risk of and shall be responsible for any loss thereof or damage thereto. Seller, in accordance with the provisions of this order, but in any event upon completion thereof, shall return such property to Buyer in the condition in which it was received except for reasonable wear and tear and except to the extent that such property has been incorporated in items delivered under this order.
10. **PATENTS** - Seller agrees to indemnify and hold harmless Buyer and Wittenberg University, their officers, agents, employees, successors and assigns against loss, damage or liability, including costs and expenses on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any article or material supplied hereunder, provided Buyer or Wittenberg University, or both, as the case may be, shall inform Seller of any claim, demand or suit asserted or instituted against them and, to the extent of their ability to do so, permit Seller to defend the same or make settlement in respect thereof.
11. **ASSIGNMENT** - Seller may not assign this order nor any moneys due or to become due hereunder without the prior written consent of the Buyer, and any assignment made without such consent shall be void as to the Buyer.
12. **SUB-CONTACTING** - Seller shall not procure or contract for the procurement of any item covered by this order in completed or substantially completed form without first securing the written approval of the Buyer.
13. **TITLE AND RISK OF LOSS** - Unless otherwise provided in this order, Seller shall have title to and bear the risk of any loss or damage to the items purchased hereunder until they are delivered in conformity with this order at the f.o.b. point specified on the face hereof, and upon such delivery title shall pass from the Seller and Seller's responsibility for loss or damage shall cease except for loss or damage resulting from Seller's negligence or failure to comply with this order. Passing of title upon such delivery shall not constitute acceptance of items by Buyer.
14. **CANCELLATION** - Buyer may cancel this order, without liability for damages or otherwise, in the event that Seller becomes insolvent or makes an assignment for the benefit of creditors, or a petition is filed to declare Seller bankrupt, or notwithstanding the provision hereof headed "Delivery", if delivery is not made within the time specified or within a reasonable time if no time is specified, or if quantity or quality of the articles delivered hereunder is not specified herein.
15. **COMPLIANCE WITH LAW** - Seller warrants that in the performance of this order, it has complied with or will comply with all applicable Federal, State and local laws and ordinances and all lawful orders, rules and regulations thereunder, including but not by way of limitation, the applicable provisions of the Fair Labor Standards Act of 1938 as amended, (29 U.S.C. Sec. 201-219), the Eight Hour Law of 1912 as amended, all laws restricting the use of convict labor, and all lawful rules and regulations thereunder. Seller agrees that this warranty may be considered as the written assurance contemplated by the Fair Labor Standards Act of 1938 as amended that all items delivered hereunder were produced in compliance with said act.
16. **EQUAL EMPLOYMENT OPPORTUNITY** - This purchase order is subject to the requirements of Executive Order 11246 "Equal Employment Opportunity" (30 F.S.R.: 12319) effective October 24, 1965, and any amendments thereto, unless, it is expressly stated otherwise on the face of this instrument. Part II, sub-part B, Section 202, Paragraphs (1) through (7) inclusive of said Executive Order, and any amendments thereto, by this reference thereto is incorporated in and made a part of this instrument, and the term "Contractor" as used in said Executive Order shall be deemed to include the Vendor or Subcontractor furnishing the equipment or services covered by this instrument. Seller agrees that acceptance of this order as defined under the heading "Acceptance" is the assurance that he is in compliance with the requirements of said Executive Order.
17. **USE OF DESIGNS, DATA, ETC.** - Seller agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by Buyer and use such items only in the production of items under this order or other orders from Buyer and not otherwise; unless Buyer's written consent is first obtained. Upon completion or termination of this order, Seller shall return all such items to Buyer or make such other disposition thereof as may be directed or approved by Buyer.
18. **NOTICE OF LABOR DISPUTE** - Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer.