ACCENTUATION: This order is becoming void, subject to the terms and conditions hereof, when accepted by acknowledgement and/or commencement of performance thereof. No change, modification or revision shall be valid unless in writing and signed by a representative of Purchaser's Purchasing Department. In case of any conflicts between the terms and conditions stated in this order and the terms and conditions set forth below, the terms on the face of this order shall control.

DELIVERIES: Delivery according to schedule is a major condition of this order. No deviation from delivery schedules in this order shall be permitted, unless specifically agreed to in writing by Purchaser. Such written agreement must result in no change of cost or delay in shipment. Delays caused by causes herein specifically excepted may be accepted except as provided on the face of this order. In all cases of rescheduling, the excess may not be accepted and such excess may be returned at Seller's expense. Likewise, when undershipments result in excess handling costs, such costs may be charged to Seller.

PRICES: Seller represents that the price or prices specified in this order do not exceed Seller's current selling prices for similar articles whether to the Government or to any other purchaser, taking into account the quantity under consideration.

INVOICES: Seller's invoices and original bills of lading or express receipts shall be mailed no later than the day after the shipment is made, or in the event that it is shipped more than once, the last day of the shipment. Individual invoices shall be submitted for shipments or supplies against each purchase order. Purchaser reserves the right to take advantage of such discounts in cases where delayed receipt of invoices caused by Seller's failure to comply with invoicing instructions can delay in ordering process. 

EXCHANGE: No exchanges of any kind, including charges for boxing or cartage will be allowed unless specifically agreed to by Purchaser in writing.

ASSIGNMENTS AND SUBCONTRACTING: This order and any payments to be made hereunder may not be assigned or transferred without prior written approval by Purchaser. No novations may be ordered by others than the named Seller without the written approval of Purchaser. If any assignments or transfers are desired or agreed to by Purchaser, subject to deduction by the Purchaser for any setoff or counterclaim arising out of this or any other of the Purchaser's orders with the Seller, whether such setoff or counterclaim arise before or after such assignment by the Seller.

CHANGES: Purchaser shall have the right to make changes in drawings, specifications or instructions for work, in methods of shipment and packaging in schedules and the place of delivery as to any material and/or work covered by this order, and Seller agrees to comply with such change notices. Subject change notices will be in writing and signed by a duly authorized representative of the Purchaser. If such changes result in a decrease or increase in the Seller's cost or time for performance, an adjustment in the price and time for performance will be made by the parties in writing. Seller presents the duties and responsibilities of the Purchaser with respect to the design and manufacture of the material and/or work covered by the purchase order for inspection or testing of the source by Purchaser. After receipt of notice of such change, the Seller shall be conclusively deemed to have waived all claims against the Purchaser with respect thereto.

SAMPLES: If samples are requested by this order, Seller shall not forward quantity shipments until Purchaser has approved in writing Seller's samples processed or fabricated by means of the testing and process methods to be used in such quantity production.

INSPECTION: Seller shall maintain an inspection system satisfactory to Purchaser covering all manufacturing, equipment, materials and supplies of all which shall be subject to inspection and testing by Purchaser at all times and places of manufacture or assembly, or of delivery or installation, and all such inspection and testing will be made at Seller's expense and no replacements will be accepted unless specifically approved by Purchaser. If Purchaser fails to promptly replace and correct rejected supplies to Purchaser's satisfaction, Purchaser may purchase or otherwise replace such rejected supplies and Seller shall be liable to Purchaser for any excess costs incurred thereby.

DISCLOSURE AND USE OF TRADE SECRETS AND CONFIDENTIAL DATA, ETC. ASSIGNMENT OF PROPRIETARY RIGHTS: Seller shall keep confidential and will not, except as provided in this agreement or any other written agreement required by applicable law, disclose to any other party or use for any purpose other than the performance of this contract, all confidential information of the government, all information of any kind, including but not limited to, including all relevant information with respect to trade secrets for its own benefit or for the benefit of any other person firm or corporation. The above obligations are absolute and will remain in full force and effect notwithstanding inspection and testing of the source by Purchaser. Any rejected supplies shall be returned to Seller for credit or for any other reason, including the equitable determination of the Purchaser.

DEIS DESIGNS, PATTERNS, DIES, TOOLS, AND MOLDING PATTERNS: If the price to be paid is stated on the face of this order to include special dies, molds, tools and patterns used in the manufacturing of such articles then such tools, etc., shall be and become the property of the Purchaser. Such property, while in Seller's control or control of its subcontractors, shall remain its property. If the dies, molds, tools, patterns or dies supplied to Seller by or otherwise belonging to Purchaser shall be used in the production, manufacture or finishing of any other articles other than those called for by this order, except with the written consent of Purchaser nor shall articles furnished to Purchaser's patterns, specifications, drawings, dies, tools or molds be furnished or quoted to any other person or concern. Such property shall be subject to removal at Seller's expense and without delay when once purchased by Purchaser. Any dies, tools, patterns, dies  which remain in the possession of Purchaser shall besubject to Seller's request to have the same returned to Seller. Any dies, tools, patterns, dies or dies of same character as those delivered by Purchaser in connection with this or any other order shall be and become the property of the Purchaser.

USE OF DESIGNS, DATA, ETC: Seller agrees that it will keep confidential the features of any equipment, tools, patterns, dies, design, drawings, models, photographs, drafting, development processes, and other inventions made or conceived by the Seller in the course of the performance of this purchase order. Seller agrees to sign, execute, and acknowledge or cause to be signed, executed and acknowledged, without cost, and any and all documents and affidavits necessary or desirable to give effect to the above obligations of Seller. Seller agrees to notify Purchaser in writing of such designs, models, drawings, photographs, drafting, development processes, and other inventions made or conceived by the Seller in the course of the performance of this purchase order. Seller agrees to sign, execute, and acknowledge or cause to be signed, executed and acknowledged, without cost, any and all documents and affidavits necessary or desirable to give effect to the above obligations of Seller. Seller agrees to notify Purchaser in writing of such designs, models, drawings, photographs, drafting, development processes, and other inventions made or conceived by the Seller in the course of the performance of this purchase order.

WARRANTIES: By accepting this order, Seller warrants that all items delivered under this order will be free from defects in material and workmanship including damage due to unsatisfactory packaging by Seller, that all items delivered will be in accordance with the drawings, specifications, designs, models, photographs, drafting, development processes, and other inventions made or conceived by the Seller in the course of the performance of this purchase order. Seller agrees to sign, execute, and acknowledge or cause to be signed, executed and acknowledged, without cost, and any and all documents and affidavits necessary or desirable to give effect to the above obligations of Seller. Seller agrees to notify Purchaser in writing of such designs, models, drawings, photographs, drafting, development processes, and other inventions made or conceived by the Seller in the course of the performance of this purchase order.

CONFIDENTIAL: Seller shall not without first obtaining Purchaser's written consent, disclose to any other party or use for any purpose other than the performance of this contract, all proprietary information of any kind, including but not limited to, all drawings, designs, models, photographs, drafting, development processes, and other inventions title to which Purchaser will be entitled by virtue of this or any other contract or agreement or claim by virtue of the awar d of this contract or any other contract or agreement. If any such information is published or otherwise disclosed, Seller shall promptly notify Purchaser nor shall articles furnished to Purchaser's patterns, specifications, drawings, dies, tools or molds be furnished or quoted to any other person or concern. Such property shall be subject to removal at Seller's expense and without delay when once purchased by Purchaser. Any dies, tools, patterns, dies or dies of same character as those delivered by Purchaser in connection with this or any other order shall be and become the property of the Purchaser.

RISK OF LOSS: Seller assumes (1) all risk of loss or damage to all supplies until the delivery thereof as herein provided, and (2) all risks of loss or damage to any supplies or part thereof rejected, by Purchaser or as to which Purchaser has rescinded its acceptance from the time of such rejection or rejection. PURCHASER: PURCHASER: Seller reserves the right to indemnify Purchaser and its customers and users of its products against liability, including any and all expenses, on account of any infringement or alleged infringement of any patents or copyright in the manufacture, use, sale or disposition of any supplies called for hereunder.

INDEMNITY: Seller agrees to indemnify Purchaser and its customers and users of its products against liability, including any and all expenses, on account of any infringement or alleged infringement of any patents or copyright in the manufacture, use, sale or disposition of any supplies called for hereunder.

TERMINATION: In addition to its other rights hereunder, Purchaser reserves the right to cancel this order or part thereof at any time if not in Purchaser's judgment the cost of performance of, or the progress of the work hereunder is not in accordance with the terms of this order, or if, in the event of the happening of any of the events herein specified as affecting Purchaser, Seller shall be liable for any excess cost or for failure to perform unless supplies and services to be furnished by the subcontractor were obtained at the time of such notice of change, at a time when the notice of change is not due to be given. In the event of such notice of change, Purchaser in writing of such causes within 10 days after Seller first learns of same.