



TERMS, WARRANTIES AND CONDITIONS OF PURCHASE

1. **CONTRACT.** The Contract resulting from the acceptance of this Purchase Order is to be construed according to the laws of the State of South Carolina, and South Carolina courts will have sole jurisdiction in all disputes. This Contract is non-assignable by Seller.
2. **GUARANTY.** Seller expressly warrants that all the material and work covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by Buyer and will be merchantable, of first grade quality and workmanship free from defect, and will be fit and sufficient for the purpose intended.
3. **DELIVERY.** All material shall be suitably marked and shipped in accordance with the requirement of common carriers. No charge shall be made by Seller for transportation or storage unless otherwise stated herein. Shipments are to be made in quantities, and at times, specified in schedules shown on this Purchase Order. Anything herein to the contrary; goods remain at the Seller's risk while in-transit. Buyer will have no liability for material or items delivered to Buyer that are in excess of quantities specified in the Delivery schedules. Buyer may, from time to time, change Delivery schedules without otherwise affecting this Contract.
4. **CANCELLATION.** Buyer reserves the right to cancel all, or any part, of the undelivered portion of the Purchase Order if Seller does not make deliveries as specified in the schedules, or if Seller breaches any of the terms hereof including the warranties of Seller.
5. **INVOICES.** Invoices shall (a) be rendered separately for each delivery, (b) cover not more than one Purchase Order with Purchase Order number noted thereon, (c) be mailed on day of shipment of materials to Accounting Department. Payment will be made only upon such invoices and not upon monthly statements.
6. **INSPECTION.** All materials shall be received subject to Buyer's inspection and rejection. Defective material, or material not in accordance with Buyer's specifications, will be held subject to Seller's instruction, and if Seller so directs, will be returned at Seller's expense. No goods rejected, as defective shall be replaced without a new Purchase Order. Payment for material on this Purchase Order prior to inspection shall not constitute an acceptance thereof, and if rejected after inspection, any such prepayment will be promptly refunded.
7. **TERMS.** Terms shall be those noted on the face of Purchase Order, unless the Buyer has agreed in writing to new terms. Invoices subject to Cash Discount shall be calculated from the date invoice is received by Buyer.
8. **MATERIAL FURNISHED BY BUYER.** Any material furnished by Buyer on other than a Charge Basis shall be deemed as held by Seller for Seller's account. Seller shall pay for all such materials not accounted for or returned.
9. **LABOR.** Seller warrants that goods sold or services furnished under this Purchase Order will have been produced or furnished in full and complete compliance with all applicable laws and regulations including without limitation the Fair Labor Standards Act, and the laws, rules and regulations relative to equal employment opportunity, all of which are incorporated herein by reference.
10. **INSURANCE.** Any labor or services furnished under this Purchase Order and performed upon the Buyer's plant site or annexes will be subject to additional conditions to be attached hereto, and to be noted on the face of this Purchase Order whenever applicable.
11. **PATENTS.** Seller shall defend all actions or suits that may be brought against Buyer for alleged infringement of any United States patent involving use or sale of the material delivered hereunder and save Buyer harmless from any judgment, damages or other loss on account thereof.
12. **REMEDIES.** The remedies herein reserved shall be cumulative, and additional to, any other or further remedies provided in law or equity. No waiver of a breach of any provision of this Contract, shall constitute a waiver of any other breach or of such provision. Failure or indulgence of the Buyer to insist on strict performance or observance by the Seller to the Contract or Purchase Order, or of these warranties, conditions or of the Buyer's rights in any one or more instances shall not constitute a waiver by the Buyer of such performance, warranties, conditions or rights either then or for the future.
13. **SPECIFICATION CHANGES.** Buyer reserves the right at any time to make changes in the specifications, drawings and otherwise as to any material and/or work covered by this Purchase Order. Any difference in Seller's costs up or down will be equitably adjusted and this Contract so modified in writing.
14. **OTHER TERMS.** Any different or additional terms or conditions in the Seller's acknowledgement of this Purchase Order or other writings by the Seller are not binding on the Buyer unless accepted in writing by the Buyer. Shipment of goods pursuant to this Purchase Order shall be deemed to be acknowledgement by Seller of the terms and conditions of this Purchase Order.
15. **NOTICES.** Notice from either party to the other will be deemed sufficient if given by mail or fax addressed to the party at his address the same appears on the face of this Purchase Order.
16. **AFFIRMATIVE ACTION.** Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin or because he or she is handicapped or a disabled veteran or a veteran of the Vietnam Era. Seller agrees to take affirmative action to ensure that the applicants are employed and advanced in employment without regard to their race, color, religion, sex or national origin or because he or she is handicapped or a disabled veteran or a veteran of the Vietnam Era. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.