CONDITIONS SUBJECT TO WHICH THIS ORDER IS GIVEN

Each of the following conditions controls this order from us as Purchaser to you as Seller in the absence of a specific provision to the contrary appearing in the body of this order:

1. DELIVERY: Each shipment shall be made at your risk and expense, and we assume no liability for loss of, or damage to, material prior to delivery to us.
2. WEIGHTS: If the price of any material furnished hereunder is based upon its weight, railroad track scale weights shall govern on carload shipments; otherwise the weight recorded on our scales at destination shall govern.
3. DEFAULT. Time is of the essence of this order and should you fail to deliver the material, or complete the work, covered by this order within the agreed time specified herein or should you otherwise commit substantial breach of your obligations hereunder, we may cancel this order without charge.
4. WAIVER: Our failure to insist upon your strict performance, or to exercise any option, right or remedy, shall not be construed as a waiver or relinquishment by us of any such option, right or remedy in the event of a subsequent breach by you.
5. PATENTS: You shall protect, indemnify and save us harmless from all claims, and at your expense, defend all suits which may be brought against us at law or in equity for the infringement of any United States or foreign patent, trademark or copyright, provided such infringement is alleged to have arisen solely out of the acquisition, use, consumption or resale by us of material covered by this order.
6. PARTS GUARANTEE: The manufacturer and vendor warrants and guarantees that the material furnished will be free of all defects in original workmanship and material. Any parts found to be defective within one year from date of shipment shall be replaced without charge to us. Other equipment or accessories which are a part of this order not manufactured by you will carry the warranty of the manufacturer of such equipment or accessories.
7. DRAWINGS, ETC.: All drawings, blueprints, dies and patterns which you may prepare or construct especially as an incident of furnishing the material, or performing the work, covered by this order shall become our property and shall be delivered to us upon fulfillment of this order or upon its prior termination.
8. PAROLE UNDERSTANDINGS: This order embodies all of the terms and conditions of the Purchase Order except (a) any express warranties which you may have made either prior to the placing of this order or which you customarily give in connection with equipment, materials and or services of the kind covered by this order, even though not expressed herein, and (b) any implied warranties which would attach to the materials, equipment and or services covered by this order.
9. ARBITRATION: Any controversy or claim arising out of, or relating to, this order, or the breach thereof, shall be settled by arbitration, in accordance with the Rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any Court having jurisdiction thereof.
10. LIABILITY: In the event it becomes necessary for you to go on our property in connection with the subject matter of this Purchase Order you shall indemnify and save us harmless against any suit, action, reasonable attorney's fees for or on account of personal injury or death of any person, including workmen, or damage to any property which may arise from the work or operations under this Purchase Order whether caused by you or any subcontractor of yours or by anyone directly or indirectly employed by, or doing work for them.
11. INSURANCE: Before going on our property you shall furnish us with a certificate evidencing that you carry Workmen's Compensation Insurance and general public liability insurance in the limits of not less than $50,000/100,000 for bodily injury and $25,000/50,000 for property damage.
12. Section 202 of Executive Order 11246 effective October 24, 1965, requiring Equal Employment Opportunities by Employer to Employees is incorporated herein by reference and shall be applicable to this order if this order is not exempt under rules, regulations or orders of the Secretary of Labor.

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