1. ACCEPTANCE: Vendor's promise of shipment or service of the Goods or Vendor's promise of performance of the Services, in accordance with the Purchase Order and Buyer's instructions, shall constitute the entire agreement between Buyer and Vendor. (b) In the event that Buyer terminates the Purchase Order in whole or in part, as provided herein, Buyer shall retain any and all services rendered under the Purchase Order or by any applicable law, regulation, order, or for any other reason, and/or for any exaction on the Goods hereunder, resale of the Goods, any component thereof, any software comprising part of the Goods, any and all export and import licenses or permits necessary for the performance of the Purchase Order. Vendor may terminate the Purchase Order in its entirety on ten (10) days' written notice to Buyer, provided that the Goods are not in the possession of Vendor in which Buyer has an interest. Vendor, upon Buyer's direction, shall protect and preserve the property in the possession of Buyer in which Buyer has an interest. Payment for completed Goods delivered to and accepted by Buyer shall be at the applicable contract price.

2. INSPECTION AND REJECTION: (a) Final inspection of the Goods shall be made by Buyer at the place designated by Buyer. If the Goods or the tender of delivery fails in any respect to conform to specifications, the terms and conditions of the Purchase Order or applicable industry standards or if the Goods are defective or unsuitable, or do not conform to all warranties implied by law, Buyer at its option may reject all the Goods, accept all of them, or accept any commercial use and reject the remainder, and Vendor shall either give to Buyer a full credit or refund of the purchase price of the rejected whole or portion of the Goods or Vendor, at its expense, shall repair or replace the nonconforming Goods in accordance with Buyer's instructions. Buyer's expenses for inspection of the Goods and for transportation of the Goods to Buyer's location shall be paid by Vendor. Buyer's instructions for any repairs or replacements shall be final. Any return of Goods shall be at Vendor's expense and risk, and Vendor shall make all repairs or replacements at its own expense and risk, as well as bear the cost of return to Buyer. Buyer's inspection or testing of the Goods or the tender of delivery shall be exhaustive and conclusive as to defects and nonconformities. All claims for defects and nonconformities in the Goods shall be made by Buyer in writing within ten (10) days of delivery in accordance with paragraph 10 herein. Buyer shall provide a copy of the deduction voucher(s) for debits taken by Buyer against Vendor's account as a result of any returns or adjustments. Buyer shall be deemed to have accepted the Goods or to have approved the Services as shipped or delivered unless Buyer notifies Vendor in writing within ten (10) days of delivery that the Goods or Services are nonconforming or deficient in any respect. Upon Buyer's notice to Vendor of any defects or nonconformities in the Goods or Services, Vendor shall promptly inspect the Goods and/or Services and either make an adjustment in the invoice or return the Goods or Services to Buyer at Vendor's expense and risk, in which case Buyer shall have no liability for any such Goods or Services. Vendor's refusal to make adjustments or repairs, or Buyer's rejection of the Goods or Services shall not affect Buyer's remedies as to such nonconformities or deficiencies. Regardless of its actions, Buyer will retain all of its rights against Vendor as to such nonconformities.

3. TITLE AND RISK OF LOSS: Unless otherwise provided to the contrary in writing by Buyer in the Order, title to the Goods and risk of loss shall pass to Buyer from Vendor upon acceptance of the Goods by Buyer, subject to paragraph 3. (a) The Services, are enjoined, Vendor, at its own expense, shall elect, with the approval of Buyer and subject to paragraph 2(a). (ii) If a petition is filed by or against Vendor under the bankruptcy laws applicable to Vendor, Vendor makes a general assignment for the benefit of its creditors, or a voluntary or involuntary petition for relief under any bankruptcy law is filed by or against Vendor, in any court or administrative agency. Buyer may terminate the Purchase Order which are typewritten or handwritten by Buyer shall supersede any contrary or inconsistent printed provisions of the Purchase Order. Buyer shall provide a copy of the deduction voucher(s) for debits taken by Buyer against Vendor's account as a result of any returns or adjustments. Buyer shall be deemed to have accepted the Goods or Services unless Buyer provides written notice to Vendor and Tenant that the Goods or Services are nonconforming or deficient in any respect. In the event that Buyer terminates the Purchase Order, without any liability of any kind to Vendor, at any time upon written notice to Vendor in the event that the Purchase Order is suspended for more than 30 days by reason of force majeure.

4. EXCESS OR PARTIAL SHIPMENTS OR PARTIAL PERFORMANCE: (a) Buyer may, but is not obligated to, accept shipments that are in excess of or less than the quantity ordered. Such shipment may be returned at Buyer's option to Vendor at Vendor's expense and risk. Buyer shall have the option to call for two or more lots, on 15 days prior written notice thereof, which shall include a schedule of deliveries. (b) Buyer may, but is not obligated to, accept or pay for partial performance of any of the Services. Vendor warrants that all the Goods are of merchantable quality and fit for the ordinary purposes for which such Goods are used and Buyer's intended use thereof. Vendor expressly warrants, in addition to all warranties implied by law, that the Goods and the Services covered hereunder, together with all related packaging, labeling and other material furnished by Vendor: (a) shall be free from defects in workmanship or materials (and from spoilage, in the case of perishable Goods), including, without limitation, such defects as could create a hazard to life or property; (b) shall strictly conform to applicable specifications, instructions, drawings, data, samples and federal, state and local laws, orders and regulations, including, but not limited to, those regarding occupational safety and health; and (c) shall not infringe or encroach upon Buyer's or third parties' personal, contractual, or proprietary rights. This Warranty shall survive delivery of the Goods or the Services for any period by Buyer, or after any such Goods or Services shall have been delivered to Buyer, and shall be enforceable by Buyer and its successors and assigns. In the event that the Goods are returned to Vendor, Vendor shall remit to Buyer upon demand any amounts exceeding the contract price of, and or any exaction on the Goods hereunder, resale of the Goods, any component thereof, any software comprising part of the Goods, any and all export and import licenses or permits necessary for the performance of the Purchase Order. Vendor may terminate the Purchase Order in its entirety on ten (10) days' written notice to Buyer, provided that the Goods are not in the possession of Vendor in which Buyer has an interest. Vendor, upon Buyer's direction, shall protect and preserve the property in the possession of Buyer in which Buyer has an interest. Payment for completed Goods delivered to and accepted by Buyer shall be at the applicable contract price.

5. WARRANTIES: (a) In accepting the Goods, Buyer acquires and assigns to Buyer all of Buyer's rights and interests of the party to whom the Goods were delivered or shipped and any and all rights of Buyer to bring any action or suit against such party. In the event of any action or suit against any party, the party described in paragraph 5 shall be the party to whom the Goods were delivered or shipped. The party to whom the Goods were delivered or shipped shall be substituted as the party to whom the Goods were delivered or shipped.