

**COMMERCIAL ITEM ACQUISITIONS**

***An Anthology of Commercial Terms and Conditions***

The purchasing departments of a number of America's largest corporations contributed material to this document. The Federal Supply Service of the General Services Administration extends a sincere thank you to each. The purchasing professionals of these companies were generous with the number of examples of contracts and contract forms provided this organization.

A special thanks to everyone who provided feedback and guidance in the preparation of this document.

Prepared by: Amanda Kernen  
Federal Supply Service  
Arlington, VA

Contributors: Nicholas Economou  
Patrick Conley

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**Thank you to the following participants . . .**

Bethlehem Steel Corporation  
1170 Eighth Avenue  
Bethlehem, PA 18016

Black and Decker  
701 East Joppa Road  
Towson, MD 21286

The Boeing Company  
P.O. Box 3707 MC 38-UT  
Seattle, WA 98124

Boise Cascade Corporation  
P.O. Box 50  
Boise, ID 83728

Caterpillar Inc.  
100 NE Adams Street  
Peoria, IL 61629

Dayton Hudson Corp.  
777 Nicollet Mall  
Minneapolis, MN 55402

ELF Atochem North America  
2000 Market Street  
Philadelphia, PA 19103

GS Electric  
1700 Ritner Highway  
Carlisle, PA 17013

Hewlett Packard  
3000 Hanover Street  
Palo Alto, CA 94304

K-Mart Corporation  
3100 West Big Beaver Rd.  
Troy, MI 48084

Kodak Company  
343 State Street  
Rochester, NY 14650

Nacco  
1813 E. Voorhees Street  
Danville, IL 61834

Nalge Company  
75 Panorama Creek Drive  
Rochester, NY 14602

Northrop Grumman  
1840 Century Park East  
Los Angeles, CA 90067

Outboard Marine Corp.  
250 Sea Horse Drive  
Waukegan, IL 60085

Pharmacia & Upjohn Co.  
7000 Portage Road  
Kalamazoo, MI 49001

Phelps Dodge Mining Co.  
2600 North Central Ave.  
Phoenix, AZ 85004

Shell Oil Company  
One Shell Plaza  
Houston, TX 77252

Smith Fiberglass Products  
2700 West 65<sup>th</sup> Street  
Little Rock, AR 72209

Superior Essex  
P.O. Box 1601  
Ft Wayne, IN 46801

Texaco  
200 Westchester Ave.  
White Plains, NY 10650

United Defense  
4800 E. River Road  
Minneapolis, MN 55421

. . . and also those who  
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## Anthology of Commercial Terms and Conditions Introduction

January 2000

### Background

The original Anthology was first published in 1996 to help contracting officers understand and adjust to acquisition process revisions implemented by FASA and FARA. It was intended to assist the CO in establishing the appropriate terms and conditions when acquiring commercial items.

This updated version is bigger and better than ever. We've expanded the focus of the Anthology to include services, electronic commerce, and evergreen contracts. In addition, we have included a diverse range of references to encompass more industries and businesses. While this document is not an end-all to market research, it is a good starting point to get on the right track. We designed this Anthology to be a quick, time-saving reference guide when preparing commercial terms and conditions. It is our hope that this Anthology will prove useful in daily contracting activities and will make contracting officers' jobs just a little bit easier.

### Overview

Changes to the procurement framework brought about by the joint efforts of the National Performance Review and Congress (through FASA and FARA) have given us the best opportunity yet to take effective advantage of the commercial marketplace as we strive to obtain best value for the taxpayer. These new opportunities resulted in revolutionary changes in the procurement process. Some of the regulatory impact of these changes are expressed in the Federal Acquisition Regulation (FAR) Part 12, Acquisition of Commercial Items, and Part 13, Simplified Acquisition Procedures.

This Anthology is focused on commercial contracting standards implemented by these acts. Basically, the FAR stipulates that, to the maximum extent practicable, terms and conditions in government contracts must be consistent with "customary commercial practices." Exceptions are

allowed for compliance with statutes or executive orders, or when the contracting officer receives a waiver in accordance with FAR and agency procedures.

The FAR posed a new problem for Government acquisition professionals, “How do we determine what customary commercial practices are?” The FAR identifies nineteen core contract terms and conditions that are said to be “consistent with customary commercial practice.” (FAR 52.212-4). But reading further, FAR 12.213 states, in part:

The terms and conditions prescribed in this part seek to balance the interests of both the buyer and seller. These terms and conditions are generally appropriate for use in a wide range of acquisitions. However, market research may indicate other commercial practices that are appropriate for the acquisition of the particular item. These practices should be considered for incorporation into the solicitation and contract if the contracting officer determines them appropriate in concluding a business arrangement satisfactory to both parties and not otherwise precluded by law or Executive Order.

In other words, a CO should tailor the terms and conditions in FAR 52.212-4 to the extent allowed, when the change is consistent with customary commercial practice. See FAR 12.301 (b)(3) and FAR 12.302. Any tailoring must be described in an addendum to the clause, as required by FAR 12.302 (d). This gives the CO a great deal of freedom in writing contract language, but places the burden of determining commercial standards on him or her. FAR 12.302(c) states:

The contracting officer shall not tailor any clause or otherwise include any additional terms and conditions in a solicitation or contract for commercial items in a manner that is inconsistent with customary commercial practice for the item being acquired unless a waiver is approved in accordance with agency procedures.

According to the GSAM, if a contracting officer tailors the terms to be inconsistent with customary commercial practice, a waiver must be granted by the chief of the contracting office, for a single contract, or by the contracting director, for a class of contracts.

Finally, a few items may NOT be tailored. FAR 12.302(b) lists six terms to FAR 52.212-4 that a CO may not change:

- 1) assignments

- 2) disputes
- 3) payment (except as provided in FAR Subpart 32.11 – electronic funds transfer)
- 4) invoice
- 5) other compliances
- 6) compliance with laws unique to Government contracts

In addition, a CO may NOT tailor FAR 52.212-3, “Commercial Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items,” and many only tailor the provision 52-212-3 “Offeror Representations and Certifications,” in accordance with Subpart 1.4.

### Customary Commercial Practice

The FAR does not provide a definition or standard for determining when a term or condition is considered a customary commercial practice. Various definitions have been offered. For example, a recent article in the *Federal Acquisition Practitioner* by Vern Edwards entitled, “Frequently Asked Questions” (July 1998) suggests that “customary commercial practice” is one that is “usual or habitual among buyers and sellers other than the Federal Government, its instrumentalities, or affiliates of an offeror.” Others use more specific definitions.

A common problem with this term is that a frequency standard remains ambiguous. Edwards suggests that one must assess frequency on a case-by-case basis. Others have interpreted the commercial practice requirement more flexibly, arguing that the marketplace is dynamic and that existing terms and conditions do not have to be prevailing or dominant in order to be considered part of commercial practice. When conducting market research in support of tailoring, the extent of market research necessary will depend on factors such as urgency, estimated dollar value, and complexity of the procurement.

Interestingly, in the short amount of time since FASA and FARA have been passed, cases have been litigated regarding what constitutes a customary commercial practice.

Matter of Aalco Forwarding, Inc., B-277241.8;B-277241.9 (October 21, 1997) was a bid protest in which 119 shipping companies protested an Army pilot RFP for relocation of personal

belongings of relocating employees on the grounds that the procurement should not have been conducted under FAR Part 12, commercial items procedures. The protesters argued that the moving services sought by the Army were not commercial items in part because the solicitation contained certain terms and conditions they alleged were not part of commercial practice. The Comptroller General denied the protest, thus sustaining the agency's procurement, because the agency had conducted market research (industry forums, benchmarking) regarding the RFP which suggested that some of the challenged provisions existed in the commercial market and because the agency had obtained a waiver allowing tailoring inconsistent with commercial practices for some challenged terms and conditions.

In commenting on this case, Edwards notes that if the CO is going to tailor FAR 52.212-4, they should make sure they have market research documentation showing that the change is consistent with customary commercial practice. Market research, “should support your contention that the terms reflected in your changes to FAR 52.212-4 are not uncommon in the commercial sector.”<sup>1</sup> We strongly encourage such practices.

### Customary Commercial Practice and the Federal Government

How do customary commercial practices relate to government procurement operations? It is our contention that they are really quite close. In fact, a 1995 study released by GSA and VA Inspector Generals states:

The success of industry in garnering support for many of its procurement initiatives is reflective of the popular misconception that the government operates in ways significantly different than the ways in which industry operates. We examined the terms and conditions contained in a sampling of commercial agreements between large volume purchasers and their commercial suppliers. . . All of the agreements contained at least one of the following safeguards - most-favored customer requirements, price reduction clauses, and the right to audit the records of suppliers.<sup>2</sup>

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<sup>1</sup> Edwards, Vern, “Frequently Asked Questions,” *The Federal Acquisition Practitioner*, 1,8 (Federal Publications, July 1998), p.8.

<sup>2</sup> [www.gsa.gov/staff/IG](http://www.gsa.gov/staff/IG) “Procurement Reform and the MAS Program – Safeguarding the Taxpayer’s Interests,” Office of the Inspector General, General Services Administration and Veterans Affairs, July 1995, p.3-4



The same conclusions were reached by the FSS Acquisition Management Center (FCO) when compiling this Anthology. Many of the commercial terms and conditions compiled in this Anthology are very similar to the provisions GSA has historically used in its solicitations. In fact, during our research for this document, some industry leaders noted that private companies look to *government* contracts for appropriate terms and conditions.

### The FSS Anthology of Terms and Conditions

In August 1999, the FSS Acquisition Management Center asked a variety of companies to assist GSA with outlining corporate purchasing practices. The purchasing officials of Fortune 500 companies were contacted to obtain information regarding the terms and conditions normally used when acquiring supplies and services similar to those purchased by GSA. The response from industry was prompt and enthusiastic, and we greatly appreciate their assistance.

The provisions obtained and compiled in this reference guide have not been edited. We have discovered that industry issues purchase orders and solicitations with provisions that are generally appropriate for use in a wide range of acquisitions. Commercial terms and conditions, of a general nature, issued by purchasing departments did not vary significantly among commodity groups. In addition, many companies noted that their terms and conditions for products are the same as those for services. In a few cases, the service clauses are different, and we have noted that in the text of the Anthology.

Even though many clauses are consistent across commodity and service lines, additional market research may indicate other customary commercial practices that may be appropriate for the acquisition of a particular class of items. These purchasing practices should be considered for incorporation into the solicitation and contract if the CO determine them appropriate and not otherwise precluded by law or executive order.

It is extremely important to note that this is only the beginning. This Anthology provides only a glimpse of commercial provisions needed to run the logistics operations of some of America's

largest firms. Further research by the CO is absolutely necessary. The CO *must* ensure that his or her market research is thorough and complete.

### Service Contracts

In our research, we have found that services contracts are very similar to contracts for goods. A few clauses differ; for the most part, however, clauses in services contracts are the same. The clauses that are generally differ are intellectual property rights, personnel issues, work hour provisions, support tasks, and some indemnification clauses. Where appropriate, we have grouped service-specific terms in the text of the Anthology. As the service industry continues to grow, we may see more differences between product and service contracts.

### Electronic Commerce

Clearly, technology is changing the way industry does business. The virtual elimination of paper-based commercial transactions is not a matter of mere speculation. Many questions arise with this new technology. If we don't have paper trails to fall back on, how will we enforce electronic contracts? Where are the terms and conditions when buying goods or services on-line? How do we sign the T's and C's when looking at our computer screen? The three-word answer? Trading Partner Agreements (TPA).

Although current indications point to a smooth transition, it is inevitable that new technology will give rise to new disputes. A well-drafted Trading Partner Agreement is the best way to eliminate potential disputes over the fundamental issues listed above. Trading partners who use or expect to use the internet to facilitate their commercial transactions should seriously consider using a Trading Partner Agreement.<sup>3</sup>

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<sup>3</sup> "How to Avoid Legal Disputes Arising Out of Electronic Data Interchange – The EDI Trading Partner Agreement" Thomas E. Roche, <http://www.hhrmlaw.com/edi.htm>

According to the Small Business Administration, the “TPA is a key document which sets out legally binding rights and obligations of the trading partners.”<sup>4</sup> The TPA serves several purposes. First and foremost, it establishes the normal commercial terms and conditions under which the parties will conduct their transactions. It also sets forth all of the terms required by the unique nature of an electronic commerce transaction. Some of the unique items addressed in a TPA may include:

- provisions defining how receipt and verification of electronically transmitted messages will occur
- definitions for what constitutes proper placement and acceptance of orders
- assurance that messages sent were received unaltered
- assurance that electronic communications received are authentic and properly authorized by the sending party
- how to prove the contents of an EDI message if there is a later dispute
- apportionment of risks and liability of garbled or erroneous transmissions
- security procedures
- signature definitions
- the definition of receipt of a communication
- the need for confidentiality of certain data
- statute of frauds issues
- arbitration
- miscellaneous items such as agreed upon transaction sets and data transmission standards and protocols

The standard DoD electronic data interchange (EDI) TPA, for example, states that the purpose of the agreement “is to create an obligation between the parties using EDI and to ensure that (1) use of any electronic equivalent of documents (transactions) referenced or exchanged under this agreement shall be deemed an acceptable practice in the ordinary course of business, and (2) such transactions shall be admissible as evidence on the same basis as customary paper documents.”<sup>5</sup> A well-drafted TPA directly addresses issues having to do with how the parties will establish the validity of a transaction without a "paper trail". The agreement must define words such as "document" and "signature" so that a "signed document" can be created without ever having to place a signature on a piece of paper. The TPA spells out the parties' intention to create an electronic paper trail without the paper.<sup>6</sup>

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<sup>4</sup> <http://www.sba.gov/gopher/Ecedi/Facts/factsall.txt>

<sup>5</sup> “The Statute of Frauds in Cyberspace,” Karen Manos, *Purchasing Today*, April 1999, p.24 (Hereafter, “Manos.”)

<sup>6</sup> Manos, p.24

There is absolutely no need for either party to abandon the standard language that typically appears on the back side of their business forms. Think of the TPA as being a set of Deluxe Terms and Conditions. They include everything a standard contract has, plus the unique requirements entailed in electronic commerce.

We have included a few TPA terms and conditions throughout the Anthology. Each TPA clause is identified as such for convenience. As this field continues to grow, market research should provide plenty of TPA examples. In fact, the Internet Society (ISOC), an organization involved in the future of the internet, has predicted that there will be many TPA resources in the future. They envisage “a repository, which can be made accessible via the Internet . . . that can be used to store:

- Some general *contract element types* (e.g. the date of the contract agreement, duration of the contract, parties to the contracts, etc.).
- Different *types of contracts*. These can range from very simple contracts (e.g. house purchase contracts), in which there is no ongoing relationship between parties (i.e. a very short contract performance period), the items being traded (real estate) are well defined and have minimal complexity; to very complex contracts such as those governing many inter-organizational interactions including international contracts. .<sup>7</sup>

We encourage CO's to research electronic commerce issues on their own. There's a multitude of reference materials available – they increase by the day!

### Evergreen Contracts

GSA has not yet been granted the official authority to issue Evergreen contracts. However, a ruling may come within the next year, so we have chosen to address this issue in the Anthology.

The definition of an Evergreen contract is a basic five year contract that contains three five-year option periods. Many companies use Evergreen contracts today in a variety of capacities. While some companies use long term contracts extensively, others use them to leverage buying power with a few select companies. Several advantages for using Evergreen contracts within FSS are listed below:

- Options can serve as a mechanism for maintaining a contractual relationship with a quality contractor.
- Exercising options can demonstrate the value placed on quality performance.
- Options can assist in managing the workload, as FSS's workforce becomes smaller.
- Administrative costs can be reduced through decreases in solicitation/ schedule printing and distribution costs, and man-hours invested in the evaluation and award of new contracts.

However, some companies are hesitant to use Evergreen contracting extensively. Some feel that evergreen contracts do not provide adequate flexibility to the contracting office. Others point out that industry is changing too fast to be held to a long-term contract. Other companies feel that if a contractor has a long-term contract in place, they have no incentive to improve or get better. With that strong of a safety net, they are easily lulled into complacency.

GSA would take steps to combat each of these potential Evergreen pitfalls. Contracting Officers would not simply grant Evergreen contracts to every company on Schedule. Before a CO issues an Evergreen contract, they would consider several factors. These include:

- Whether or not there is a need for a long-term contract
- If the market place is stable enough for Evergreen options
- If prices in the market are stable enough to support Evergreen options
- If there is a need for continuity of supply

Once the contract is defined as "Evergreen," the CO will complete several steps before ever exercising an option. He or she must determine that:

- The option prices are fair and reasonable
- MFC customer status has remained the same
- The contractor's electronic catalog has been approved and posted and kept current on GSA *Advantage!*
- The contractor's performance is acceptable
- The contractor's subcontracting goals are sufficient
- The contract is offering the latest technology

With all of these requirements in place, it should be relatively easy to avoid the problems industry is having with long-term contracts. We encourage COs to use Evergreen contracting when it becomes available, but would urge them to follow all necessary procedures to make this a successful new tool.

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<sup>7</sup> <http://www.iosc.org/HMP/PAPER/096/html/096/html/096.html#HDR17>

## Other Reference Material for Commercial Terms and Conditions

As noted above, this Anthology only scratches the surface of available information. When Contracting Officers conduct market research, they will quickly discover a multitude of resources out there. While writing this Anthology, we came up with a variety of resources that may be helpful when determining the terms and conditions for contracts. We hope these resources will prove useful when carrying out CO duties.

### Professional Associations

- National Association of Purchasing Management (NAPM)  
Phone: 1-800-888-6276  
<http://www.napm.org>

NAPM is an organization with over 40,000 members worldwide. It is a professional association comprised primarily of private sector purchasing and contracting personnel. NAPM has committees devoted to the following industries: international, nonferrous metals, packaging, paper, textiles, and wood products.

Publications: *International Journal of Purchasing and Materials Management* (quarterly), *Purchasing Today* (monthly), *Report on Business* (monthly)

Conventions: NAPM Annual International Purchasing Conference – always in May

NAPM's Desk Guide of "Contract Terms and Conditions." The commercial provisions in this text come from the spectrum of corporate America – from Caesar's Palace to Westinghouse Electric. Provisions include MFC, price protection/ price reduction, audit provisions and much more.

NAPM's "CPM Study Guide". This guide provides a general review of the material covered by the Certified Purchasing Manager's Certification Examination. This document provides the reader with a review of good commercial purchasing and contracting practices, and provides an

excellent bibliography. It also includes a study of purchasing tasks routinely performed by commercial, institutional, and government buyers (Federal, state, and local).

NAPM's "Glossary of Key Purchasing Terms." This dictionary covers commercial and governmental terms and conditions from Economic Price Adjustment provisions to Most Favored Customer.

- American Purchasing Society (APS)  
Phone: 1-813-862-7998  
<http://www.american-purchasing.com>

The American Purchasing Society was founded in 1972, and currently has over 3,000 members. This association certifies qualified purchasing personnel and conducts research on various purchasing markets.

Publications: *American Purchasing & Materials Management* (annual), *Directory of Buyers and Purchasing Executives* (biennial), *50 Tips for Outstanding Purchasing*, *Professional Purchasing* (monthly), *10 Checklists for Buyers and Purchasing Managers*, *The Purchasing Law Study Pack*, *Handbook of Buying and Purchasing Management*, and many others.

- National Institute of Government Procurement (NIGP)  
Phone: 1-800-FOR-NIGP  
<http://www.nigp.org>

NIGP's function is to provide education, research, technical assistance, and networking opportunities in public purchasing. It is a nonprofit educational organization dedicated to helping governments manage tax dollars wisely.

NIGP also offers the Procurement Information Exchange (PIE). PIE is a fully searchable Internet Web-based library that can be used to search and download sample solicitations, product/ service descriptions, policy and procedures manuals, and position descriptions. It is available to all NIGP members.

- Chartered Institute of Purchasing and Supply  
<http://www.cips.org>

The Chartered Institute of Purchasing & Supply (CIPS) is an international organization, based in the UK, serving the purchasing and supply profession. Dedicated to promoting best practice, CIPS provides a wide range of services for the benefit of members and the wider business community.

CIPS has released “Core Clauses” – a model set of terms and conditions intended primarily for use in Intellectual Property contracts but would also be suitable for contracts for the supply of goods and/or services. It is available on their website with membership

CIPS has also published several books that may be good reference material when deciding on terms and conditions. They are:

*Buying Goods and Services: A Professional Guide to Contracting Including Model Conditions  
Contract Terms and Conditions – a Survey  
Core Terms and Conditions of Contract  
One Stop Contracts*

### Textbooks

Burt, Norquist, Anklesaria, "Zero Base Pricing - Achieving World Class Competitiveness through Reduced All - In - Costs", Irwin, 1990

Dinnage, Peter, “Standard conditions of Government Contracts,” (out of print)

Fearon, Dobler, Killen, "The Purchasing Handbook", McGraw Hill, 1993

Graw, Leroy, "Cost/Price Analysis, Tools to Improve Profit Margins", Van Nostrand Reinhold, NY, 1994

Kuzdrall and Britney, "Price and Discount Schedule Analysis", Quorum Books, NY 1991

### *GAO/OIG Reports*



- GAO report, Multiple Award Schedule Contracting, GAO/GGD-93-123, August, 1993. This report examines the efficiency and effectiveness of the MAS program. Some of the findings include:

The terms and conditions of sale in the MAS program are similar to the terms and conditions available to both commercial transactions and to state/local government transactions. Where the MAS terms and conditions were dissimilar, GAO could not conclude that such variances were barriers to the Government receiving competitive prices.

- GAO report, Acquisition Reform: The Government's Market Research Efforts, GAO/NSIAD-97-3, October 1996. This report examined the government's use of market research. It is interesting to note that this report mentions the earlier version of this Anthology as a reference source available when conducting market research. A couple of its findings include:

Most government and industry officials opposed the creation of a governmentwide database for storing, retrieving, and analyzing market data, citing an enormous funding and staff burden to maintain current information.

Several federal initiatives are under way to use the Internet to facilitate market research.

- Office of Inspector General Report, "Procurement Reform and the MAS Program - Safeguarding the Taxpayer's Interest", July, 1995. This joint report issued by the OIG's of the General Services Administration and the Dept. of Veterans Affairs provides a myriad of commercial terms and conditions utilized by the private sector.

### Industry Challenges

Should a challenge be received from an offeror questioning the commerciality of any of the "tailored" clauses, ask to see copies of the terms and conditions and policies used by the challenger's own purchasing department.

Look to contract files and review the submissions of the offeror. Many CO's will find dozens of favorable terms and conditions that have been agreed to by the offeror to large national accounts.

When requesting a preaward audit, ask the auditors for a sampling of terms and conditions that may be of special interest. Look carefully at previous audit reports for a review of the offeror's terms and conditions to special customers. During market research and procurement planning, as an option, ascertain who the contractor's biggest customers are and write or call these customers' purchasing departments and attempt to get an understanding of the terms and conditions that were used.

### Procurement Information Bulletins

PIB 98-15, "Market Research – State Governments", August 6, 1998

PIB 96-11, "Market Research", May 10, 1996

PIB 96-4, "Acquisition of Commercial Items", February 16, 1996

PIB 95-14, "Keeping Pace With Acquisition Changes and Reforms", October 6, 1995

### GSA Guides

"A GSA Primer for Commercial Items", issued by the GSA Office of Acquisition Policy.

### Seminars

There are many seminars and training sessions geared specifically toward contract terms and conditions. These courses are offered by industry, professional associations, and government training centers.

**NAPM** provides the following seminars on commercial contract formation:

“Writing Business Contracts”

“Contract Writing Basics: What all the T's and C's Mean”

“Achieving Peak Performance when Purchasing Services”

“Legal Aspects of Purchasing Services and Technology”

“Purchasing and the Law”

“The UCC: A refresher course “

NCMA provides the following on FAR Part 12 and FASA Changes:

“Acquisition Reform Part II”

**The Federal Acquisition Institute** has developed, with the assistance of the Logistics Management Institute, a seminar on procurement reform with emphasis on conducting commercial acquisitions. This course is offered through the **GSA Training Center**.

The Northwest Procurement Institute offers a course entitled, “Acquisition of Commercial Items.”

Saenz International provides training on “Contracting for Services.”

NIGP offers a one day course on “Electronic Procurement – Opportunities, Process, and Tools”

### Software

- Contractsonline.net

Contractsonline.net provides an adaptable structure to customize contracts. Boilerplate forms and standard, alternate, and optional terms and conditions are provided in a manner that is easily accessible and very versatile. In addition, Contractonline.net has recently completed a section for Trading Partner Agreements when completing e-commerce. This software is available through NAPM, and is updated periodically.

### Internet

Needless to say, the internet is an amazing resource for market research. Using a search engine for the industry being analyzed will result in thousands of possible websites to study. While there are still relatively few sites that compile commercial contracting information, information on individual companies and industry resources are plentiful. Resources grow daily on the web. Consequently, listing individual sites would not be terribly effective in this forum. Rather, this section will make note of a few of the very best resources for contracting research. In addition, various other sites have been listed throughout the course of this Anthology Introduction. Be

creative when searching on the internet. It may be surprising at how much information is at your fingertips!

Currently, there are a number of federal initiatives related to the internet and its use to facilitate market research. These include:

Commercial Advocates Forum [<http://www.cadv.org/>], which was created as an interactive forum to provide tools for searching government and private sector catalogs, assist DOD officials in identifying commercial terms and conditions, and provide market research information – such as lessons learned and best practices

I-Mart [<http://www.imart.org/links.htm>] provides a number of links to various industry search engines. If researching a particular market, this is a great place to start.

The Interagency Acquisition Internet Council [<http://www.arnet.gov/IAIC/>] seeks to promote federal agencies' use of the Internet as a virtual marketplace and its use as a market research. The Interagency Acquisition Internet Council (IAIC) was established to seek and promote ways to optimize use of the Internet in streamlining the Federal acquisition process. IAIC will identify issues common to all Federal agencies on the use, access, and dissemination of procurement related information over the Internet and provide a forum for analysis, discussion and implementation.

The Electronic Posting System (EPS) [<http://www.eps.gov>] is a great resource to find solicitations released by other government agencies. When creating a contract for a particular industry, a contracting officer may want to reference this site to see what terms and conditions other COs felt were consistent with commercial practice. This is a great compilation of a wide range of resources.

Clause	Company
<p><u>Acceptance</u></p> <p>Seller's commencement of work on the MATERIALS or SERVICES enumerated herein or shipment of such MATERIALS, whichever occurs first, shall be deemed an effective mode of acceptance of Buyer's offer to purchase under this agreement. Any acceptance of this agreement is limited to acceptance of the express terms of this offer as contained on the face and back hereof. Any proposal for additional or different terms is hereby objected to and rejected but such proposal shall not operate as a rejection of this offer in its entirety unless such variances are in terms of description, quantity, price, or delivery schedule of the MATERIALS or SERVICES but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller without such additional or different terms.</p>	<p>Anonymous - Telecom Industry (4)</p>
<p><u>Acceptance</u></p> <p>This purchase order is buyer's offer to sell to purchase the goods and services described and is not binding on buyer until accepted by seller. Acceptance of all terms and conditions of this purchase order shall take place, at the election of buyer, either by execution and return of the signed acknowledgment copy or by part performance of this purchase order any additional or different terms or conditions set forth in any acknowledgment, acceptance or invoice of seller or in any similar communication are hereby rejected and shall not be binding or effective unless expressly assented to in writing by an authorized representative of buyer.</p>	<p>Black and Decker</p>
<p><u>Acceptance</u></p> <p>Conditions. Acceptance of the Goods is subject to inspection and acceptance testing by Buyer in accordance with this Agreement.</p> <p>Acts Not Constituting Acceptance. Trial use or testing of the Goods, incremental or final payment, acknowledgment of receipt, or passage of title, do not constitute acceptance or prejudice Buyer's right to reject or revoke acceptance of all or any portion of the Goods.</p> <p>Factory Acceptance. Seller shall give Buyer at least thirty (30) days advance notice of the date(s) on which Factory Acceptance tests will be performed and Buyer personnel shall have the right to observe such tests. Upon successful completion of Factory Acceptance, Buyer will issue a letter acknowledging such completion. Goods shall not be delivered to Buyer until Buyer has issued such letter.</p>	<p>Boeing</p>

Clause	Company
<p>Final Acceptance. Final Acceptance tests shall be performed jointly by Buyer's and Seller's personnel. If Goods which comprise a system will be delivered in more than one installment, Final Acceptance shall not occur until all the Goods which comprise such system have been delivered and tested and the Work related thereto has been completed. Unless otherwise agreed between the parties, Manual and Documentation Training, in their completed form, as approved by Buyer, shall be subject to Final Acceptance tests hereunder. Upon successful completion of Final Acceptance, Buyer will issue a letter acknowledging such completion. The Goods and the Work related thereto shall not be deemed accepted by Buyer until Buyer has issued such a letter.</p>	
<p><u>Acceptance</u></p> <p>Final Acceptance. On completion of this PO, Seller shall cooperate in carrying out any tests Buyer deems necessary to determine the proper functioning and general performance of the Goods and, at its own cost, shall make any adjustments and changes required to the end that an efficient and fully operative product will result. Final acceptance by Buyer will be conditional upon fulfillment of this requirement.</p>	Boise Cascade
<p><u>Acceptance</u></p> <p>Acceptance and terms and conditions. Seller agrees to be bound by, and comply with all the terms and conditions of this Purchase Order (P.O.), including any supplements thereto, and all specifications and other documents referred to in this P.O. Performance of the work called for by this order shall be deemed acceptance of this P.O. This P.O. does not constitute an acceptance by Purchaser of any offer to sell, any quotation, or any proposal. Reference in this P.O. to any such offer to sell, quotation, or any proposal shall in no way constitute a modification of any of the terms and conditions of this P.O. Except as otherwise specifically agreed to in writing by Purchaser, Purchaser hereby objects to and rejects any attempted acknowledgment or order acceptance containing terms or conditions inconsistent with or in addition to terms and conditions of this P.O., whether or not materially different therefrom, and such inconsistent or additional terms shall not be binding upon Purchaser.</p>	Anonymous - Outdoor Equipment
<p><u>Acceptance</u></p> <p>Acceptance of Contract. Any Purchase Order referencing these terms and conditions, is an offer to Seller by Buyer to enter into the purchase agreement it describes and such Purchase Order, these terms and conditions and any other specifications or requirements transmitted to Seller by Buyer in connection therewith shall be the complete and exclusive statement of such agreement. Seller shall be deemed to have agreed to the Purchase Order (including any</p>	Caterpillar

Clause	Company
<p>specifications or requirements stated therein) and these terms and conditions when Seller (i) executes and returns a signed writing indicating its intent to be bound by the Purchase Order, or (ii) delivers to Buyer any of the Items ordered, or renders for Buyer any of the services ordered (where Items ordered include services). Any Items received by Buyer shall only be upon the terms of the Purchase Order (including these terms and conditions), notwithstanding any terms contained in any quotation, acknowledgment, invoice, or other document issued by Seller, or Buyer's act of accepting or paying for any shipment or any other act.</p>	
<p><u>Acceptance</u></p> <p>Acceptance of offer. Seller may accept this offer (i) by commencing performance or (ii) by forwarding written acknowledgment of acceptance to Buyer. The first to occur of (i) or (ii) shall constitute Seller's acceptance. If Seller accepts this offer by commencing performance, Seller shall thereupon be bound hereby, but Buyer shall not be bound until it receives (i) written notice of Seller's commencement of performance or (ii) the goods ordered hereunder (the "Goods"), whichever shall sooner occur. If Seller accepts this offer by forwarding an acknowledgment of acceptance, Seller shall thereupon be bound hereby, and Buyer shall be bound upon receipt of such acknowledgement.</p>	Anonymous - Airline Industry
<p><u>Acceptance</u></p> <p>This order, of which these terms and conditions are an integral part shall become a binding contract when accepted by Seller's acknowledgement or commencement of performance; provided that if this order is not accepted within the time specified, or if no such time is specified, within thirty days of the date of this order, then this order shall be deemed withdrawn unless Buyer extends such expiration date. This order may be accepted only on these Terms and Conditions; any addition or other modification to this order or in quantities, prices or deliveries which are contained in any acknowledgment, invoice or other form of communication from Seller is hereby objected to and rejected, notwithstanding Buyer's acceptance of delivery or payment.</p>	ELF Atochem
<p><u>Acceptance</u></p> <p>All Equipment delivered to Buyer shall be subject to Buyer's inspection and acceptance. All rejected Equipment shall be held at Seller's risk and expense subject to Seller's prompt advice of disposition. If additional work or rework on nonconforming Equipment is required by Seller to make such Equipment acceptable to Hancock, Seller agrees that payment will be delayed until such time as the Equipment has been reworked and accepted.</p>	Anonymous - Financial Industry

Clause	Company
<p>For deliveries made to the Home Office only: Immediately following the successful installation and acceptance of Equipment, the Seller service technician shall obtain the Buyer Customer's signature on the Seller packing slip and deliver a copy of the signed packing slip to the appropriate Buyer receiving platform. The "Delivery Date" shall be defined as the date the properly executed packing slip is received at the Buyer receiving platform.</p>	
<p><u>Acceptance</u></p> <p>Seller's acceptance is expressly limited to the written terms of this Order. No additional or different term shall be binding. Buyer hereby objects to any additional or different terms contained in Seller's acceptance. Any of the following acts by Seller shall constitute acceptance:</p> <ul style="list-style-type: none"> <li>A. Signing and returning a copy of this Order;</li> <li>B. Commencing performance of any effort required to complete this Order;</li> <li>C. Informing Buyer of commencement of any effort required to complete this Order; or</li> <li>D. Shipping of any Products in performance of this Order.</li> </ul>	<p>Northrop Grumman</p>
<p><u>Acceptance</u></p> <p>This Purchase Order ("PO") is an offer to purchase. Supplier's commencement of work on or shipment of the described goods, whichever occurs first and/or performance of the described services is an effective mode of acceptance of BUYER offer to purchase. Supplier may also indicate acceptance by sending BUYER a sales acknowledgment form. Any acceptance of this PO is limited to the express terms of the offer contained in this PO. BUYER hereby objects to any proposal for <u>additional</u> and/or <u>different</u> terms or any attempt by Supplier to vary any terms of this PO in Supplier's acceptance. Any such proposal or attempt by Supplier does not operate as a rejection of this PO unless such proposal relates to the description, quantity, price or delivery schedule of the goods and/or services. This PO is deemed accepted by Supplier without the <u>additional</u> and/or <u>different</u> terms. If this PO is deemed to be an acceptance of a prior offer by Supplier, such acceptance is limited to the express terms contained in this PO and such acceptance is hereby expressly made conditional on Supplier's assent to any <u>additional</u> and/or <u>different</u> terms that are contained in this PO. <u>Additional</u> and/or <u>different</u> terms or any attempt by Supplier to vary any terms of this PO is deemed material and is rejected. However, this PO shall not operate as a rejection of Supplier's offer unless such proposal relates to the description, quantity, price or delivery schedule of the goods and/or services.</p>	<p>Pharmacia &amp; Upjohn Company</p>
<p><u>Acceptance</u></p> <p>No Varying Acceptance. Acceptance of this order is expressly limited to the terms of this order. No quotation, acknowledgement, or other document from Seller may add to or vary any term of</p>	<p>Phelps Dodge</p>



Clause	Company
<p>this order. Performance by Seller of all or any part of this order shall signify acceptance of all the terms of this order, notwithstanding the terms of any acceptance, acknowledgement, quotation, or other document or Seller to the contrary. Seller may accept this order through a signed writing, but if such writing contains additional or varied terms from this offer, such additional or varied terms, but only such terms shall be rejected. In the event this order is construed to be an acceptance by buyer, buyer expressly limits this acceptance to Seller's acceptance of the explicit terms of this order and Buyer rejects any varied or additional terms of Seller's offer to the contrary. Nothing herein shall indicate that this Order is an acceptance, but rather, it shall be construed to be an offer to the extent possible. Buyer hereby objects to any attempt by Seller to add to or Vary any term of this Order and expressly rejects all such modifications unless agreed to in writing by Buyer.</p>	
<p><u>Acceptance</u></p> <p>Any proposal for additional or different terms and conditions or any attempt by seller to vary, to any degree any of the terms and conditions of this purchase order ("order") in seller's acceptance shall not operate as a rejection of this order but shall be deemed a material alteration thereof, and this order shall be deemed accepted by seller without such additional or different terms and conditions. Any additional or different terms and conditions which may be contained in any document furnished by seller in accepting this order are hereby objected to and rejected. Delivery by seller of the goods or services covered by this order or the commencement of performance by seller of the work covered by this order shall be deemed an acceptance by seller of this order.</p> <p>This order is merely an offer to purchase and is not an acceptance of any other offer or the confirmation of an existing contract. No reference herein to seller's quotation, bid, proposal or any other document prepared by seller shall constitute buyer's acceptance of any term or condition contained in such document. However, if this document is deemed to be an acceptance of an offer or the confirmation of an existing contract, such acceptance or confirmation is expressly conditioned upon seller's assent to the terms and conditions set forth herein.</p>	<p>Anonymous - Metal Industry</p>
<p><u>Acceptance</u></p> <p>For Orders that involve Services only, or Supplier's Delivery of Materials with the provision of Services (e.g., installation), Supplier shall provide BUYER a Notice of Completion after Delivery. Buyer's Acceptance Test Period shall commence upon (I) Buyer's receipt of Supplier's Notice of Completion, or (ii) upon Buyer's receipt of Material where Supplier</p>	<p>Anonymous - Telecom Industry (2)</p>

Clause	Company
<p>provides no Services other than shipping. If Materials or Services are not in strict compliance with the Specifications, Buyer shall so notify Supplier and provide Supplier an opportunity to cause such Material or Service to strictly comply with the Specs. After any corrective action, Supplier shall provide a Notice of Completion and Buyer shall have the right to start a new Acceptance Test Period. If the Materials or Services successfully completes the Acceptance Tests during the Acceptance Test Period, Buyer shall indicate its Acceptance by signing the Acceptance Letter and delivering a copy thereof to Supplier. Notwithstanding Buyer's Acceptance, Buyer retains the right to revoke Acceptance under and in accordance with Uniform Commercial Code Section 2-608. In no event shall Buyer's use of Material or Service during the Acceptance Test Period constitute Acceptance, nor will Acceptance be deemed to occur prior to the date Supplier completes its Delivery.</p> <p>Delivery, Performance, and Acceptance (Service only)</p> <p>Services performed by Supplier shall be deemed to be Accepted by Buyer when Services are performed to Buyer's satisfaction. Payments, including progress payments, if any, shall not be construed as Acceptance of Services performed up to the time of such payments. Buyer shall notify Supplier of any Services considered to be unsatisfactory Supplier shall, at no charge to Buyer, take prompt action to correct such unsatisfactory Services. If such unsatisfactory Services have not been corrected within a reasonable time (not to exceed ten working days from date of notification), Buyer may, in addition to all other rights and remedies provided by law or this Agreement, Cancel this Agreement and/or any affected Work Order.</p>	
<p><u>Acceptance</u></p> <p>Acceptance or Rejection. After receipt or Seller's Bill of Lading type document, Buyer, with Seller's advice and assistance, shall operate the Equipment during an acceptance period using the Equipment furnished by Seller.</p> <p>If the Equipment and/ or any component does not successfully complete the acceptance tests as mutually agreed to by the parties during the acceptance period, Buyer shall so notify Seller in writing within ten (10) days after completion of the acceptance period. Seller shall, at no additional charge, promptly take such action as may be required to correct such deficiency. As a part of such corrective action, Seller shall, at no additional charge to Buyer, provide any additional Equipment parts necessary to meet the requirements of this Agreement, regardless of whether such additional Equipment parts are listed in the applicable Order. After such corrective action, Buyer shall have the right to start a new acceptance period. If Seller does not correct such deficiency within a reasonable time (not to exceed ten (10) calendar days from the receipt of such notice from Buyer), Buyer may request an identical replacement of the</p>	<p>Anonymous - Telecom Industry (3)</p>

Clause	Company
<p>Equipment or cancel the applicable Order.</p> <p>If the Equipment successfully completes the acceptance tests as defined and agreed to by the parties during the acceptance period, Buyer shall indicate its acceptance of such Equipment by signing and submitting to Seller a Certificate of Acceptance. In no event shall the use of any Equipment by Buyer during any phase of the acceptance tests constitute acceptance of such Equipment by Buyer prior to the acceptance date.</p>	
<p><u>Acceptance</u></p> <p>Acceptance, Validity, Terms. Vendor's commencement of work on the Goods or shipment of the Goods, whichever occurs first, shall constitute an acceptance of the offer contained in this Contract. Acceptance of this Contract is limited to acceptance of the terms specified herein, the terms contained in Purchaser's Vendor Policy Manual or handbook, if any, and/or any attachments, instructions or requirements previously furnished to Vendor by Purchaser (collectively, the "Terms"), which are expressly incorporated herein by this reference. Any proposal for additional or different terms, or any attempt by Vendor to vary any of the Terms in Vendor's acceptance, invoice, other document or activity, is hereby objected to and rejected. If this Contract shall for any reason be deemed an acceptance of a prior offer by Vendor, such acceptance is limited to the express Terms. This Contract and the Terms constitute the entire agreement between the parties and may not be modified except by a separate written agreement signed by an authorized agent or officer of Purchaser. Purchaser reserves the right to, from time to time, amend the Contract and Terms with respect to future orders with advance written or electronic notice to Vendor. Such amendment shall not affect any order issued prior to the notice of amendment.</p>	Target
<p><u>Acceptance</u></p> <p>This Order expressly limits acceptance to terms and conditions stated in this Order, and any conflicting terms, additional terms or waiver of these terms proposed by Seller are rejected unless expressly agreed to by Buyer in writing. If Seller commences shipment or otherwise initiates performance in accordance with this Order, Seller is, as of the date Seller commences shipment, deemed to have agreed to and accepted this Order in its entirety. Notwithstanding anything to the contrary, if both parties have duly executed an agreement that is currently in effect and that contemplates the issuance of purchase orders to transmit information such as that typed or handwritten on the front of this Order, the terms and conditions set forth in that agreement will control in the event of a conflict between those terms and conditions and the ones in this Order.</p>	Texaco

Clause	Company
<p><u>Advertising</u></p> <p>Publicity. Seller agrees to submit to Buyer all advertising, sales promotion, press releases and other publicity matters relating to the MATERIAL furnished or the SERVICES performed by Seller under this Agreement wherein Buyer's names or marks are mentioned or language from which the connection of said names or marks therewith may be inferred or implied; and Seller further agrees not to publish or use such advertising, sales promotion, press releases, or publicity matters without Buyer's prior written approval.</p>	<p>Anonymous - Telecom Industry (4)</p>
<p><u>Advertising</u></p> <p>Publicity. Seller shall not use the name of Buyer in any news release, public announcement, advertisement, or other form of publicity, or disclose any of the terms of this Agreement to any third party without securing the prior written consent of Buyer.</p>	<p>Boeing</p>
<p><u>Advertising</u></p> <p>Publication. Without Purchaser's prior written permission, Seller shall not advertise or publish the fact that Purchaser has contracted to purchase goods or services from Seller, disclose information relating to the P.O., nor use the name of Purchaser, or any of its customers in advertising or other publications.</p>	<p>Anonymous - Outdoor Equipment</p>
<p><u>Advertising</u></p> <p>Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services herein ordered, or use any trademarks or tradenames of Buyer in Seller's advertising or promotional materials. In the event of Seller's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any goods or services covered by this order and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.</p>	<p>Anonymous - Auto Industry</p>
<p><u>Advertising</u></p> <p>Advertising and Publicity. Neither Seller nor Buyer shall use the name of the other in any advertising, publicity releases, news releases without securing the prior written approval of the other party.</p>	<p>Anonymous - Financial Industry</p>
<p><u>Advertising</u></p>	<p>Northrop</p>

Clause	Company
<p>Release of information and advertising. Seller shall not, without prior written consent of Buyer, make any disclosure, news release or public announcement, denial or confirmation of same, of any part of the subject matter of this Order or in any manner advertise or publish the fact that Seller has supplied or contracted to supply to Buyer the items mentioned herein except as may be required to perform this Order.</p>	<p>Grumman</p>
<p><u>Advertising</u></p> <p>Supplier shall not use Buyer's name or any language, pictures, or symbols which could, in Buyer's judgment, imply Buyer's identity or endorsement by Buyer or any of its employees in any (a) written, electronic, or oral advertising or presentation or (b) brochure, newsletter, book, electronic database, or other written material of whatever nature, without Buyer's prior written consent (hereafter the terms in this section (a) and (b) shall be collectively referred to as "publicity matters"). Supplier will submit to Buyer for written approval, prior to publication, all publicity matters that mention or display Buyer's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.</p>	<p>Anonymous - Telecom Industry (2)</p>
<p><u>Advertising</u></p> <p>Any advertising or any communication to a third party about this Order or use any of the names, trademarks, services marks, logos, etc. Of ABC by Supplier is prohibited except with ABC's prior written approval.</p>	<p>Anonymous - Health Industry</p>

Clause	Company
<p><u>Assignment</u></p> <p>This Agreement and any order under this Agreement may be assigned in whole or in part by Buyer, to any Parent, Affiliate, or Subsidiary of Buyer, as defined herein, with Seller's written consent which shall not be unreasonably withheld. Upon such assignment and written assumption of obligations thereto by the assignee, assignor shall be discharged of any further liability pursuant to this Agreement or to any order or agreement entered into under this Agreement which has been assigned.</p> <p>Any assignment by Seller of this Agreement, the work to be performed, or of any other interest hereunder, in whole or in part, shall be void unless Buyer's written consent which shall not be unreasonably withheld, is obtained or the assignment is confined to a Seller subsidiary or to monies to become due. It is expressly agreed that any such assignment of monies shall be void to the extent that it attempts to impose upon Buyer obligations to the assignee additional to the payment of such monies, or to preclude Buyer from dealing solely and directly with Seller in all matters pertaining hereto, including the negotiation of amendments or settlements of amounts due.</p>	<p>Anonymous - Telecom Industry (4)</p>
<p><u>Assignments</u></p> <p>This purchase order or moneys payable hereunder shall not be assigned in whole or in part without the Buyer's permission.</p>	<p>Bethlehem Steel Corporation</p>
<p><u>Assignment</u></p> <p>This PO and money due hereunder may not be assigned without prior written consent of Buyer. Any attempt assignment without Buyer's consent shall be void.</p>	<p>Boise Cascade</p>
<p><u>Assignment</u></p> <p>Non-assignment. Assignment of this P.O. (by any means, including by operation of law) or any interest therein or any payment due or to become due hereunder, without the written consent of the Purchaser, shall be void.</p>	<p>Anonymous - Outdoor Equipment</p>
<p><u>Assignment</u></p> <p>Neither party shall assign or transfer this order, any interest herein or monies payable hereunder without the prior written consent of the other party, and any assignment made without such consent shall be null and void.</p>	<p>Anonymous - Airline Industry</p>
<p><u>Assignment</u></p>	<p>Superior Essex</p>

Clause	Company
<p>The Contractor shall not assign this Contract, nor any monies to become due hereunder, without prior written consent of XXX.</p>	
<p><u>Assignment</u></p> <p>Neither this order nor any performance, interest or claim hereunder shall be assigned or transferred by Seller except as expressly authorized in writing by an officer of Buyer.</p>	<p>GS Electric</p>
<p><u>Assignment</u></p> <p>(a) The rights and obligations of the parties shall neither be assigned nor delegated without the prior written consent of the other party. However, any party may assign or delegate its respective rights and obligations, in whole or in part, to any parent, subsidiary or affiliate of that party that was such a parent, subsidiary or affiliate at the time of execution of this Agreement; provided that the assigning party gives the other thirty (30) days prior written notice and the assignee agrees to be bound by the terms of this Agreement.</p> <p>(b) The limitation on assignment does not apply to an assignment confined solely to monies due or to become due under this Agreement, provided the party is given thirty (30) days prior written notice of such assignment. An assignment of monies shall be void to the extent that it attempts to impose upon the party obligations to the assignee in addition to the payment of such monies, or to preclude the party from dealing solely and directly with the other in all matters, including negotiation of amendments or settlement of amounts due, or it gives rise to any additional rights or defenses available to the assignee that were not available to the other party.</p> <p>(c) If CUSTOMER sells, exchanges or otherwise disposes of all or a portion of the assets of, or CUSTOMER's interest in, any business unit in which PRODUCT are used, then CUSTOMER shall have the right upon written notice to SELLER, to assign to such third party all licenses and rights granted under this Agreement with respect to such PRODUCT; provided that the third party agrees to be bound by all obligations of CUSTOMER to SELLER that pertain to the PRODUCT.</p> <p>(d) CUSTOMER may assign to a leasing company CUSTOMER'S right to purchase PRODUCT under the terms and conditions of this Agreement for CUSTOMER's internal use.</p>	<p>Anonymous - Telecom Industry (5)</p>
<p><u>Assignment</u></p> <p>Neither party shall assign this Agreement in whole or in part without the prior written consent of the other party, provided, however, that either party may assign without prior written consent</p>	<p>Anonymous - Health Industry (2)</p>

Clause	Company
<p>this Agreement and its rights and obligations to any successor corporation resulting from a merger or consolidation of such party. Where said prior written consent is required, such consent shall not be unreasonably withheld. Subject to the foregoing, all terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be enforceable by the parties to this Agreement, and their respective successors and assigns, including any company or companies created as a result of any reorganization of Galen. In the event such reorganization results in a division of Galen into more than one corporate entity, new agreements containing substantially identical terms shall be executed by Seller with any new company or companies created as a result of such reorganization, if such company or companies elects to enter in such an agreement. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment.</p>	



Clause	Company
<p><u>Assignment</u></p> <p>This Contract is assignable by Buyer only with prior written consent of Seller whose consent shall not be unreasonably withheld.</p>	Anonymous - Auto Industry
<p><u>Assignment</u></p> <p>Non.Assignment. Seller may not assign or delegate its obligations under this order without Buyer's prior written consent.</p>	Anonymous - Auto Industry
<p><u>Assignment</u></p> <p>Neither party will assign their rights or delegate or subcontract their duties under this Agreement to third parties or Affiliates without the prior written consent of the other party, such consent not to be withheld unreasonably, except that Buyer may assign this Agreement in conjunction with the sale of a substantial part of its business utilizing this Agreement. Any unauthorized assignment of this Agreement is void.</p>	Anonymous - Technology Industry
<p><u>Assignment</u></p> <p>This Agreement shall be binding upon the parties' respective successors and permitted assigns. Neither party may assign this Agreement, and/or any of its rights and obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any such attempted assignment, not consented to, shall be void.</p>	Anonymous - Financial Industry
<p><u>Assignment</u></p> <p>Neither an Order nor any right, duty or obligation thereunder is assignable by Vendor without the prior written consent of Buyer, to be given or not at Buyer's sole option. Buyer may assign an Order or any right, duty or obligation thereunder to a subsidiary or affiliate upon notice to Vendor. Any prohibited assignment is void.</p>	K-Mart
<p><u>Assignment</u></p> <p>Neither this order nor any interest herein nor any claim arising hereunder shall be transferred or assigned by either Buyer or Seller without the written approval of the other. Such approval shall not be unreasonably withheld.</p>	Kodak
<p><u>Assignment</u></p> <p>The rights, duties and obligations of Seller arising hereunder may not be assigned except upon written consent of XXX.</p>	Nalge

Clause	Company
<p><u>Assignment</u></p> <p>Except as herein otherwise expressly provided, neither this Order nor any interest hereunder nor any sums becoming due to Seller by reason hereof shall be assignable by Seller without the prior written consent of Buyer; provided, however, that claims for money due or to become due to Seller from Buyer arising out of this Order may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, provided that any such assignment shall conform with each of the following conditions:</p> <p>A. Such assignment shall be duly authorized, shall cover all amounts payable under this Order and not already paid, shall not be made to more than one party, shall not be subject to further assignment and shall be subject to reduction and setoff for any indebtedness or other claim which Buyer may have against Seller, however and whenever arising.</p> <p>B. No such assignment shall be effective unless and until the assignee shall have filed written notice of the assignment, together with a true copy of the instrument of assignment, with Buyer and with any other person entitled thereto by law, nor until Seller (if a corporation) shall have furnished Buyer with a certified copy of the resolution of Seller's Board of Directors, signed by its Secretary, under the corporate seal authorizing such assignment, or (if Seller is not a corporation) shall have furnished Buyer with suitable documentary evidence of Seller's authority so to assign.</p>	<p>Northrop Grumman</p>
<p><u>Assignment.</u></p> <p>Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other, except that no such consent is necessary with respect to Buyer's assignment of this Agreement to any Buyer subsidiary, operating unit, or affiliate, or any corporation succeeding to Buyer's business. Any such assignment by Buyer shall not relieve Buyer from any obligation or responsibility provided for under the terms of this Agreement. Any assignment without approval required hereunder shall be null and void.</p>	<p>Outboard Marine</p>
<p><u>Assignment</u></p> <p>No Assignment or Delegation. Seller may not assign or delegate performance of all or any portion of this Order without the prior written consent of Buyer.</p>	<p>Phelps Dodge</p>
<p><u>Assignments</u></p> <p>Neither party shall, without the other party's prior written consent, either assign this Agreement or any of its rights or obligations under this Agreement (including any amounts payable to it under this Agreement). Any attempted or purported assignment without the other party's prior written consent shall be null and void and of no effect. Subject to the foregoing, this</p>	<p>Anonymous - Metal Industry</p>

Clause	Company
<p>Agreement shall be binding upon, and shall inure to the benefit of, the successors and permitted assigns of Seller and Buyer.</p>	
<p><u>Assignments</u></p> <p>Assignments and subcontracts. Seller shall not, without Buyer's prior written consent, either assign this Order or any payments due to Seller under this Order or subcontract the production of any goods or the performance of any services covered by this Order or any components or portions thereof. Subject to the foregoing, this Order shall be binding upon, and shall inure to the benefit of, the successors and permitted assigns of Seller and Buyer.</p>	<p>Anonymous - Metal Industry</p>
<p><u>Assignment</u></p> <p>Neither Buyer nor Supplier may assign, delegate, subcontract, or otherwise transfer its rights or obligations under this Agreement except with the prior written consent of the other party, which consent will not be unreasonably withheld; provided, however, Buyer will have the right to assign this Agreement to any Affiliate, without securing the consent of Supplier and both Supplier and Buyer may assign its right to receive money due hereunder. Any such attempted assignment or transfer not consented to in writing will be void. It is expressly agreed that any assignment of money will be void if (a) the assignor fails to give assignee at least thirty (30) days prior written notice, or (b) such assignment imposes or attempts to impose upon assignee additional costs or obligations in addition to the payment of such money or (c) denies, alters or attempts to alter any of assignee's rights.</p>	<p>Anonymous - Telecom Industry (2)</p>
<p><u>Assignment</u></p> <p>Neither this PURCHASE ORDER nor any claim against BUYER arising directly or indirectly out of or in connection with this PURCHASE ORDER shall be assignable by SELLER or by operation of law, nor shall SELLER subcontract any obligations hereunder, without BUYER'S prior written consent.</p>	<p>Shell</p>
<p><u>Assignment</u></p> <p>Seller shall not assign any right or obligation nor delegate any duty under this order without Purchaser's prior written consent.</p>	<p>Smith Fiberglass</p>
<p><u>Assignment</u></p> <p>No part of this Order may be assigned by operation of law or otherwise, without Buyer's prior written consent, which consent shall not be unreasonably withheld.</p>	<p>Texaco</p>
<p><u>Assignment</u></p>	<p>United Defense</p>

Clause	Company
<p>Seller may not assign, transfer, or subcontract this order or any right or obligation hereunder without Buyer's written consent. Purported assignment, transfer, or subcontract shall be void and ineffective.</p>	
<p><u>Assignment</u></p> <p>Assignment. The Seller, and each assignee under an assignment entered into under this order and in effect at the time of final payment under this order, shall execute and deliver, at the time of and as a condition precedent to final payment under this order, a release discharging the Buyer, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this order, subject only to the following exceptions:</p> <p>(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Seller.</p> <p>(2) Claims for reimbursement of costs (other than expenses of the Seller by reason of its indemnification of the Buyer against patent liability), including reasonable incidental expenses, incurred by the Seller under the terms of this order relating to patents.</p>	United Defense
<p><u>Assignment.</u></p> <p>Supplier may not assign either its rights or obligations under this Order without the written consent of ABC.</p>	Anonymous - Health Industry

Clause	Company
<p><u>Audits</u></p> <p>Records and Audit. Seller shall maintain complete and accurate records of all amounts billable to and payments made by Buyer hereunder in accordance with generally accepted accounting practices. Seller shall retain such records for a period of three (3) years from the date of final payment for MATERIAL or SERVICES covered by this Agreement. Seller agrees to provide reasonable supporting documentation concerning any disputed amount of invoice to Buyer within thirty (30) days after Buyer provides written notification of the dispute to Seller. Seller shall not be required to provide proprietary or confidential information for such audits</p> <p>Buyer and its authorized Agents and Representatives shall have access to such records for purposes of audit during normal business hours during the term of this Agreement and during the respective periods in which Seller is required to maintain such records. The correctness of Seller's billing shall be determined from the results of such audits.</p>	<p>Anonymous - Telecom Industry (4)</p>
<p><u>Audits</u></p> <p>Records and Audit. For a period no less than three (3) years after final payment under each and every Purchase Order, Seller shall maintain complete and accurate books, records, documents, and other evidence of the time worked, costs, expenses and allowances pertaining to this Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs (direct and indirect) of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature. Buyer shall have the right to examine, reproduce and audit any and all records:</p> <ul style="list-style-type: none"> <li>a. Related to pricing and performance in order to evaluate the accuracy, completeness, and currency of cost and pricing data submitted with Seller's bid or offer to sell;</li> <li>b. Related to "Changes", "Termination for Convenience" or "Cancellation for Default": or</li> <li>c. Related to pricing and performance in order to verify the accuracy of prices and rates invoiced by</li> </ul> <p>Seller. Such audit right for any given Purchase Order will consist of the following:</p> <ul style="list-style-type: none"> <li>(1) A random invoice sampling of at least five (5) percent;</li> <li>(2) The determination of an error rate, if any; and</li> <li>(3) The calculation of an adjustment amount by applying the percentage error rate to the total current aggregate dollar expenditure figure for the entire time period in question, and then adding approximate freight and tax considerations.</li> </ul>	<p>Boeing</p>
<p><u>Audits</u></p>	<p>Boeing</p>

Clause	Company
<p>Records and Audit. Supplier shall retain all records and documents pertaining to the Goods for a period of no less than three (3) years after final payment under each and every Purchase Contract issued hereunder. Such records and documents shall date back to the time each Purchase Contract was issued, and shall include, without limitation, catalogs, price lists, invoices, and inventory records for purposes of verification of prices or rates charged by Supplier for items or services procured by Buyer. Buyer shall have the right to examine, reproduce and audit all such records:</p> <p>a. Related to pricing and performance in order to evaluate the accuracy completeness, and currency of cost and pricing data submitted with Supplier's bid or offer to sell; and</p> <p>b. Related to "Changes", "Termination for Convenience" or "Cancellation for Default."</p>	
<p><u>Audits</u></p> <p>Record Retention. For a period of at least three (3) years from the date of shipment, Supplier shall retain complete records relating to the manufacture, storage, shipment and sale of Approved Products, and, upon request, will make these records available to Buyer. If Supplier is sued or a claim is otherwise asserted against Supplier, or Supplier is notified of a suit or claim against Buyer relating to Approved Products sold or shipped by Supplier, Supplier shall thereafter maintain all applicable records until such claim or suit is settled or fully adjudicated, but in no event less than three (3) years.</p>	<p>Anonymous - Restaurant Industry</p>
<p><u>Audits</u></p> <p>Records And Reports</p> <p>(a) SELLER shall maintain complete and accurate records of all invoices, all amounts billable to and payments made by CUSTOMER, in accordance with generally accepted accounting practices. SELLER shall retain and make available upon request such records for a period of three (3) years from the date of final shipment of PRODUCT or rendering of services covered by this Agreement.</p> <p>(b) When requested by CUSTOMER, SELLER shall, for purchase orders placed directly with SELLER by an AFFILIATE (other than XXX Supply), provide CUSTOMER a monthly purchase report by ordering location, listing PRODUCT purchased under this Agreement, description, part number, quantities shipped, associated net prices and certification of WMBE or MBE, if requested. CUSTOMER shall specify the address for this report.</p> <p>(c) When requested by SELLER, CUSTOMER shall, for resale purchase orders shipped from XXX Supply's inventory, provide SELLER, at the address referenced in <b>Section 34</b>, NOTICES, a monthly report (point-of-sale) by customer, listing PRODUCT shipped, part number, description, quantities shipped and associated net prices.</p>	<p>Anonymous - Telecom Industry (5)</p>

Clause	Company
<p><u>Audits</u></p> <p>Verification. Purchaser shall have the right to request appropriate computer information, records and catalogs pertaining to this Contract and work hereunder at all reasonable times, and shall have the right to determine the correctness and propriety of the charges billed by Seller. It any such inspection discloses any mispricing resulting In overpayment by Purchaser, the amount thereof shall be refunded to Purchaser promptly upon demand. Purchaser may at its option, withhold such payments from amounts otherwise due from Purchaser to Seller.</p> <p>3.2 Seller shall maintain a copy of all books, records and catalogs utilized for pricing under this Contract for at least four (4) years after the Contract's expiration.</p>	Anonymous - Auto Industry
<p><u>Audits</u></p> <p>Record Keeping and Audit Rights. Supplier will maintain (and provide to Buyer upon request) relevant accounting records to support invoices under this Agreement and proof of required permits and professional licenses, for a period of time as required by local law, but not for less than three (3) years following completion or termination of the relevant SOW. All accounting records will be maintained in accordance with generally accepted accounting principles.</p>	Anonymous - Technology Industry
<p><u>Audits</u></p> <p>Financial Information and Audit. Supplier shall provide to Buyer, on a quarterly basis, consolidated income statements and balance sheets and on an annual basis, audited consolidated income statement and balance sheet. On at least an annual basis, Buyer shall be entitled, upon reasonable notice and during normal business hours to audit the books and records of Supplier. Buyer shall not interfere with Supplier's operations.</p>	Outboard Marine
<p><u>Audits</u></p> <p>Availability of Information. Access. XXX's duly authorized representatives shall have, during the term of the Contract and for three years thereafter, access at all reasonable times to all of the Supplier's and its Subcontractors' personnel, accounts and records of all description, including but not limited to computer files, pertaining to the Contract to verify or review the quantity, quality, work program and progress of the Work, reimbursable costs, amounts claimed by the Supplier, estimates of cost for fixed rates including those applicable to proposed changes, and for any other reasonable purposes including any and all records of the Supplier for the purpose of verifying compliance with the Conflict of Interest/ Business Ethics provision included in this Contract.</p>	Anonymous - Energy Industry

Clause	Company
<p>Applicability. This section shall apply to all XXX contracts but shall not apply to pricing for contracts performed solely on a lump-sum basis. However, where lump-sum and time and material work (unit price, reimbursable cost, fixed rates, etc.) are performed together, either as a part of this Contract or as separate contracts, then the above audit right shall also extend to XXX's access to all Supplier's records pertaining to all XXX contracts, including the lump-sum, for assurance that the portions of the Work performed on a time and materials basis are not being charged with time, material or other units or cost which are intended to be covered by lump-sum or fixed rates, etc., provided herein, supplement hereto or in such other agreements.</p>	
<p><u>Audits</u></p> <p>Audits, inspections and expediting activities. Upon reasonable notice, Seller shall permit Buyer and Buyer's designated representatives to visit Seller's offices and manufacturing facilities for the purpose of conducting audits, inspections or expediting activities and shall arrange for such visits with Seller's suppliers and subcontractors as Buyer deems necessary for a period of three years after the completion. Cancellation or termination of this Order, Seller shall retain its books and records relating to any work done on other than a lump sum basis and shall make such books and records available on request for examination by Buyer.</p>	<p>Anonymous - Metal Industry</p>



Clause	Company
<p><u>Audits</u></p> <p>Records and Audits. Supplier agrees that it will:</p> <p>a. Maintain complete and accurate records related to the Material and Services provided by Supplier to Buyer, including records of all amounts billable to and payments made by Buyer in accordance with generally accepted accounting principles and practices, uniformly and consistently applied in a format that will permit audit;</p> <p>b. Retain such records and reasonable billing detail for a period of at least three (3) years from the date of final payment for Materials and Services;</p> <p>c. Provide reasonable supporting documentation to Buyer concerning any disputed invoice amount within thirty (30) calendar days after receipt of written notification of such dispute; and</p> <p>d. Permit Buyer and its authorized representatives to inspect and audit during normal business hours the charges invoiced to Buyer. Should Buyer request an audit, Supplier will make available any pertinent records and files to Buyer during normal business hours at no additional charge.</p>	<p>Anonymous - Telecom Industry (2)</p>
<p><u>Audits</u></p> <p>Records and Audit. Seller shall maintain accurate records of all matters which relate to Seller's obligations hereunder in accordance with generally accepted accounting principles and practices uniformly and consistently applied in a format that will permit audit. Seller shall retain such records for a period of three (3) years from date of final payment, made by Buyer under this Agreement, to which such records relate. Buyer and its authorized representatives shall have access to such records for inspection and audit pertaining to invoice accuracy at reasonable times during normal business hours.</p>	<p>Anonymous - Telecom Industry (3)</p>
<p><u>Audits</u></p> <p>At any time before final payment under this order, the Buyer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Buyer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Seller as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Seller with all terms of this order (including, without limitation, terms relating to patents and the terms of paragraphs (f) and (9) below), the Buyer shall promptly pay any balance due the Seller. The completion invoice or voucher, and substantiating material, shall be submitted by the Seller as promptly as practicable</p>	<p>United Defense</p>

Clause	Company
following completion of the work under this order, but in no event later than 1 year (or such longer period as the Buyer may approve in writing) from the date of completion.	

Clause	Company
<p><u>Audits</u></p> <p>Audit Rights. Supplier shall maintain complete and accurate accounting records in connection with the Products and Services provided hereunder, in accordance with generally accepted accounting principles to substantiate its charges and fees. Supplier will provide XXX access to such records for audit purposes.</p>	<p>Anonymous – Diversified Financials</p>
<p><u>Audits</u></p> <p>Right to Audit. XXX reserves the right to audit and review with reasonable notice to the Supplier, Supplier's books ledgers, supporting records and documentation and related procedures and controls which pertain to any charges made by XXX in connection with these Standard Terms and Conditions. This right will survive the termination of the Agreement.</p>	<p>Anonymous – Diversified Financials</p>
<p><u>Audits</u></p> <p>Except for lump-sum contracts, Company may, upon its request, audit any and all records of Contractor and any subcontractor relating to work performed hereunder; provided however, Contractor and subcontractor shall have the right to exclude any trade secrets, formulas, or processes from such inspection. Contractor further agrees to maintain its books and records relating to work performed hereunder for a period of two (2) years from the date such work was completed and to make such books and records available to Company, at any time or times within the two year period.</p>	<p>Anonymous – Petroleum refining</p>
<p><u>Audits</u></p> <p>Except for firm fixed price orders, Buyer may, upon its request, audit any and all records of Seller relating to material and/or services provided hereunder; provided, however, Seller shall have the right to exclude any trade secrets, formulas, or processes from such inspection. Seller further agrees to maintain its books and records relating to material and/or services provided hereunder for a period of two (2) years from the date such material and/or services were provided and to make such books and records available to Buyer at any time or times within the two year period.</p>	<p>Anonymous – Petroleum refining</p>
<p><u>Audits</u></p> <p>XXX may at its option, audit the records and transactions of Contractor as they pertain to the services provided hereunder. Contractor's records shall be open to XXX authorized representative for such audit at all times during normal business hours upon 24 hours advance notice.</p>	<p>Anonymous – Computers/ Office Equipment</p>
<p><u>Audits</u></p>	<p>Anonymous - Aerospace</p>

Clause	Company
<p>Records and Audit. For a period no less than three (3) years after final payment under each and every Purchase Order, Seller shall maintain complete and accurate books, records, documents, and other evidence of the time worked, costs, expenses and allowances pertaining to this Contract (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs (indirect and indirect) of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature. Buyer shall have the right to examine, reproduce and audit any and all records:</p> <ul style="list-style-type: none"> <li>a. Related to pricing and performance in order to evaluate the accuracy completeness, and currency of cost and pricing data submitted with Seller's bid or offer to sell;</li> <li>b. Related to "Changes", Termination of Convenience" or "Cancellation for Default"; or</li> <li>c. Related to pricing and performance in order to verify the accuracy of prices and rates invoiced by Seller. Such audit right for any given Purchase Order will consist of the following:                             <ul style="list-style-type: none"> <li>(1) A random invoice sampling of at least five (5) percent;</li> <li>(2) The determination of an error rate, if any; and</li> <li>(3) The calculation of an adjustment amount by applying the percentage error rate to the total current aggregate dollar expenditure figure for the entire time period in question, and then adding approximate freight and tax considerations.</li> </ul> </li> </ul>	

Clause	Company
<p><u>Audits</u></p> <p>Records and Inspection. Supplier agrees to maintain, in accordance with Generally Accepted Accounting Principles and Practices, such records as may be necessary to adequately reflect the accuracy of Supplier charges hereunder. Representatives of XXX shall have the right from time to time during normal business hours to inspect and verify all such records and reports. In addition, Supplier shall make available sales engineering work sheets related to pricing of items furnished not specifically covered by Supplier's published list prices. To facilitate any audit of Supplier's charge hereunder, Supplier agrees to maintain any price lists referenced under the Price Article for a period of three (3) years.</p> <p>XXX's duly authorized representatives may from time to time visit, observe, audit, and inspect Supplier's facilities used in connection with this Agreement at any time during normal business hours provided such visits are scheduled forty-eight (48) hours in advance. Such representatives also shall have the right to select and inspect samples of Equipment completed and in process and to reject such items on the basis of the selected samples if they do not conform to the requirements of the individual Purchase Order specifications. XXX's inspections or failure to inspect shall not be deemed to establish that any such Equipment meets XXX's requirements of the individual purchase order specification.</p>	<p>Anonymous - Chemicals</p>
<p><u>Audits</u></p> <p>Right To Audit. If this RFQ is for the purchase of machinery and equipment, or product and/or services on a time and/or material basis, then Buyer will have the right to review and audit the accounts, books, records, and other documents, including the administrative and accounting policies, guidelines, practices and procedures of Seller. Seller further agrees to cooperate fully with all reasonable requests of Buyer and agrees that such audit may be used as a basis for settlement of disputes which might arise regarding the payment of amounts which may be payable to Seller.</p>	<p>Anonymous - Motor Vehicles and Parts</p>
<p><u>Audits</u></p> <p>Supplier shall maintain complete and accurate records in accordance with generally accepted accounting principles to substantiate Supplier's charges hereunder. Such records shall include, but not be limited to, applicable time sheets, job cards, phone bills, travel receipts and job summaries. Supplier shall retain such records for three (3) years from the end of the contract year in which such charges were incurred. XXX shall have access to such records, and any other records Supplier is required to maintain under this Agreement, for the purpose of audit during normal business hours upon reasonable notice for so long as such records are required to</p>	<p>Anonymous - Computers, Office Equip</p>

Clause	Company
<p>be retained.</p> <p>It is mutually agreed that the Supplier will:</p> <p>Annually provide XXX the opportunity to meet with the Supplier's Internal Audit function and/or the Supplier's External Auditors for the purpose of discussing their assessment of the general control posture and the future audit plans of the (___) function.</p> <p>Provide for XXX, or another firm chosen by XXX, to conduct controls and contractual compliance audits or evaluations on the (___) function.</p> <p>Assist XXX or external auditors chosen by XXX in testing Supplier's data files and programs as they relate to the (___) function, such assistance to include either installing and running XXX audit software such as CAATT (Computer-Assisted Auditing Tools and Techniques) or providing to XXX flat file extracts twice annually.</p> <p>XXX agrees to give Supplier reasonable notice before exercising the provisions of this Article.</p>	

Clause	Company
<p><u>Audits</u></p> <p>Records; Audit Rights. Supplier agrees to maintain accurate business records, books, and account information relating to the Products and the Related Services purchased or licensed by XXX under this Agreement, including records relating to shipping, billing and payments, and to retain the same for a period of at least two (2) years from the date of the last invoice for the applicable Products or the applicable Related Services. All such records, books and information, and any inventory of Products produced or supplied exclusively for XXX may be audited or inspected by XXX's representatives upon reasonable notice at all reasonable times. XXX may use audit software to access any such records, books or information maintained by Supplier in electronic form.</p>	<p>Anonymous - General Merchandisers</p>
<p><u>Audits</u></p> <p>Vendor agrees to maintain copies of all orders for goods or services purchased by XXX hereunder together with payment and other records related thereto for at least two (2) years following termination of this order. All such records shall be made available to XXX upon request for inspection and audit. Such books and records will be made available during regular business hours of Vendor no less than one (1) business day following receipt of any such request.</p>	<p>Anonymous - General Merchandisers</p>
<p><u>Audits</u></p> <p>Books and Records; Right to Audit. Contractor shall keep and maintain accurate daily records of all purchase orders/change orders, employees, material bought and used, work subcontracted to other parties and accounting records. Customer, or any other person designated by it, reserves the right to audit and review, with reasonable notice to Contractor, Contractor's books, records, correspondence, instructions, vouchers, receipts, invoices, payrolls, time records, memoranda and any other documents related to this Agreement ("books and records"), and Contractor shall preserve the books and records for this purpose for a period of seven (7) years after the termination of this Agreement.</p>	<p>Anonymous - Brokerage</p>
<p><u>Audits</u></p> <p>Retention of Records. For a period of not less than two (2) years after the termination of this Agreement, Seller shall maintain at no additional cost to XXX, in a reasonably accessible location by XXX, all material data, files and records pertaining to its performance under this Agreement and to charges and costs paid or payable by XXX under this Agreement.</p> <p>Audit. Throughout the term of this Agreement, and for two (2) years thereafter, all of the Seller's data, files and records referenced above in Section 20.01 may be inspected, audited and</p>	<p>Anonymous - Commercial Banks</p>

Clause	Company
<p>copied by XXX, its duly authorized agents, representatives or employees or by Federal or state agencies having jurisdiction over XXX or an XXX Affiliate, at such reasonable times as XXX may determine.</p>	
<p><u>Audits</u></p> <p>Buyer, or its agents, shall have the right, prior or subsequent to payment, to audit and examine all books, records, facilities, work, material, inventories and other items relating to any statement of Seller. Buyer and Seller shall agree upon an equitable adjustment of the purchase price or the delivery schedule, or both, as soon as practicable and incorporate such agreement into the Agreement, or any Purchase Order issued pursuant hereto, by a Purchase Order document. Nothing in this Paragraph 8 shall excuse Seller from proceeding with the order as changed.</p>	<p>Anonymous - Aerospace</p>
<p><u>Bankruptcy</u></p> <p>Either party may terminate this agreement by notice in writing in the event that the other makes an assignment for the benefit of creditors; or admits in writing inability to pay debts as they mature; or a proceeding is instituted under any provision of the Bankruptcy Reform Act of 1978 (the "Bankruptcy Code") by the other, or against the other, and is acquiesced in or is not dismissed within ninety (90) days, and the other party or a trustee or receiver of the other party does not assume this agreement, as the case may be, in accordance with Section 365 of the Bankruptcy Code.</p>	<p>Anonymous - Telecom Industry (4)</p>
<p><u>Bankruptcy</u></p> <p>Insolvency. If Seller ceases to conduct its operations in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by the Seller, Purchaser may terminate this Order without liability.</p>	<p>Anonymous - Outdoor Equipment</p>
<p><u>Bankruptcy</u></p> <p>Insolvency. Buyer may immediately cancel this order without liability to Seller in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Seller; (b) filing of any involuntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) or execution of an assignment for the benefit of creditors by seller, provided that such petition, appointment, or assignment for the benefit of creditors by Seller, provided that such petition, appointment, or assignment is not vacated or nullified within fifteen (15) days of such event.</p>	<p>Anonymous - Auto Industry</p>



Clause	Company
<p><u>Bankruptcy</u></p> <p>Acts of Insolvency. Either party may immediately terminate this Agreement by written notice to the other party and may regard the other party as in default of this Agreement, if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has liquidated, voluntarily or otherwise. In the event that any of the above events occur, the party so affected shall immediately notify the other party in writing of such occurrence.</p>	<p>Anonymous - Financial Industry</p>
<p><u>Cash Discounts</u></p> <p>Discount and Settlement of invoices. Cash discounts are taken starting with the date of the invoice or receipt of merchandise, whichever is later. Settlement on invoices bearing terms such as "10th EOM" or "10th Prox" dated after the 25th of any month shall be made as though such invoices were dated on the 1st of the following month.</p>	<p>Black and Decker</p>
<p><u>Changes</u></p> <p>Product Changes. Seller shall notify Buyer in writing prior to any change to be made by SELLER in the MATERIAL furnished hereunder. Such notification shall be forwarded to Buyer at least thirty (30) days prior to the proposed effective date of such change except for those cases where an extremely unsatisfactory condition requires immediate action, in which case Seller shall promptly so advise Buyer.</p> <p>In the event of such change, in Buyer's opinion, would alter the characteristics of the MATERIAL in a manner unacceptable to Buyer, then Buyer shall have the right to terminate this Agreement and any or all orders for MATERIAL and/or SERVICES affected by such change without cost or liability to the Buyer whatsoever.</p>	<p>Anonymous - Telecom Industry (4)</p>
<p><u>Changes</u></p> <p>(a) Buyer at any time, by written change order, may change the design (including materials, drawings, and specifications), processing, method of packing and shipping, and the place of delivery, of the products and services.</p> <p>(b) If the change effects cost or timing, Buyer shall adjust the purchase price and delivery schedules equitably.</p> <p>(c) Seller shall not make any change in the design, processing, method of packing or shipping, or place of delivery of the products and services without the written consent of Buyer.</p> <p>(d) No modification of this agreement shall be binding upon Buyer unless made in writing and</p>	<p>Black and Decker</p>

Clause	Company
signed by Buyer's authorized representative.	
<p><u>Changes</u></p> <p>Only Authorized Buyer Representative may approve changes in any requirements under any Purchase Order. Authorized Buyer Representative may from time to time in writing direct changes within the general scope of this Agreement or any Purchase Order in any one or more of the following:</p> <ul style="list-style-type: none"> <li>(1) Technical requirements and descriptions, specifications, statements of work, drawing or designs.</li> <li>(2) Shipment or packing methods.</li> <li>(3) Place of delivery, inspection or acceptance.</li> <li>(4) Reasonable adjustments in quantities or delivery schedules or both.</li> <li>(5) Amount of Buyer furnished property.</li> </ul> <p>Seller shall comply immediately with such direction, and avoid unnecessary costs related thereto. If any such change causes an increase or decrease in the cost of or the time required for performance of this Agreement or any Purchase Order, an equitable adjustment in the prices and schedules of this Agreement or the Purchase Order shall be made to reflect such increase or decrease and the Purchase Order shall be modified in writing accordingly. Unless otherwise agreed in writing, Seller shall submit any claim for adjustment under this clause within thirty (30) days after receipt of such direction. Failure of Buyer and Seller to agree upon any adjustment shall not excuse Seller from performing in accordance with such direction.</p>	Boeing
<p><u>Changes</u></p> <p>Directed Changes. The Authorized Boeing Representative may from time to time direct changes, in writing, within the general scope of Purchase Contract in one or more of the following..</p> <ul style="list-style-type: none"> <li>(1) Technical requirements and descriptions, specifications, statements of work, drawings or designs;</li> <li>(2) Shipment or packing methods;</li> <li>(3) Place of delivery, inspection or acceptance;</li> <li>(4) Reasonable adjustments in quantities or delivery schedules or both; and,</li> <li>(5) Buyer-furnished property, if any.</li> </ul>	Boeing

Clause	Company
<p>Supplier shall comply immediately with such direction, and avoid unnecessary costs related thereto. If any such change causes an increase or decrease in the cost of or the time required for performance of this Agreement, an equitable adjustment in the prices and schedules of this Agreement shall be made to reflect such increase, or decrease and this Agreement shall be modified in writing accordingly. Unless otherwise agreed in writing, Supplier shall submit all such claims for adjustment under this clause within thirty (30) days after Supplier's receipt of such direction. Failure of Buyer and Supplier to agree upon any adjustment shall not excuse Supplier from performing in accordance with such direction. Neither Buyer nor Supplier will unreasonably delay any adjustment resolution.</p>	
<p><u>Changes</u></p> <p>Changes may be made by Buyer at any time in the character or quantity of Goods to be furnished hereunder by written change order signed by the same authority executing this PO for Buyer. The price specified herein shall be adjusted pro rata. If the change is in quantity, or by mutual agreement if the character or Goods or other terms are changed so as to increase or decrease the cost to Seller, upon Buyer's request, Seller shall provide satisfactory evidence from which adjustments based on cost can be determined.</p>	Boise Cascade
<p><u>Changes</u></p> <p>The Purchaser may at any time, by confirmation in writing, make changes within the general scope of this P.O.</p>	Anonymous - Outdoor Equipment
<p><u>Changes</u></p> <p>Buyer shall have right to make changes in this order and Seller shall continue performance in accordance with such change. If any such change affects delivery or amount to be paid by Buyer, Seller shall notify Buyer immediately. Any claim for adjustment shall be submitted within thirty (30) days from date of receipt by Seller of notification of change. No additional charges will be allowed unless authorized by Buyer in writing. Any change in this order shall be authorized only by a Purchase Order Change Notice.</p>	GS Electric

Clause	Company
<p><u>Changes</u></p> <p>Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this order, including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes: any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this order shall be made in accordance with Paragraph 31 (“Entire Agreement”).</p>	<p>Anonymous - Auto Industry</p>
<p><u>Changes</u></p> <p>4.1 XXX may without charge, change or cancel any portion of this Order if XXX gives Seller notice (i) for custom Goods or Services ( i.e. supplied exclusively in accordance with XXX's designs or specifications), at least sixty calendar days prior to the Delivery Date, and (ii) for standard Goods or Services (i.e. all Goods or Services other than custom), at least thirty calendar days prior to the Delivery Date.</p> <p>4.2. If XXX changes or cancels any portion of this Order after the time periods specified in section 4.1 above, XXX shall be responsible for actual costs incurred by Seller as a direct result of such change or cancellation which are not recoverable by either (i) the shipment of the Goods or provision of the Services affected to other parties within a reasonable time, or (ii) the exercise by Seller, in a commercially reasonable manner, of other mitigation measures.</p> <p>4.3. XXX may, effective upon notice to Seller, change XXX's designs or specifications at any time prior to shipment of corresponding Goods or receipt of corresponding Services. If any such change directly affects the prices or delivery schedules of Goods or Services, an equitable adjustment shall be made provided that Seller makes a written claim for an adjustment prior to shipment of the Goods or provision of the Services. If the parties are unable to agree upon the amount of the adjustment, acting reasonably and in good faith, XXX may without any liability terminate this Order as to all Goods and Services affected.</p> <p>4 4. Seller shall not, without the prior written consent of XXX, make any process or design changes affecting the Goods.</p>	<p>Hewlett Packard</p>
<p><u>Changes</u></p> <p>Changes in writing governing law. The terms and conditions of this Purchase Order constitute the only terms which shall govern this order. No other agreement or quotation or any acknowledgement of Seller in any way modifying any of the provisions of this order will be binding upon Buyer unless made in writing and accepted in writing by Buyer, and shipment of</p>	<p>Kodak</p>

Clause	Company
<p>goods pursuant to this Purchase Order shall be deemed to be an acceptance by Seller of the terms and conditions of this Purchase Order. This order shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law principles thereof.</p> <p>Changes to products. Seller agrees to notify Buyer before making any changes in the physical characteristics, manufacturing process or chemical composition of the products.</p>	

Clause	Company
<p><u>Changes</u></p> <p>Buyer may make changes in drawings, specifications, quantities, delivery schedules, or methods of shipment or packaging on any goods at any time. If such changes result in an increase or decrease in cost, and equitable adjustment of price and delivery schedules may be made, or Buyer may, at its option, terminate this contract pursuant to paragraph 4 (“Cancellation by Buyer”) hereof if agreement on an adjustment cannot be reached. Claims for adjustment must be asserted by Seller within ten days of the change order.</p>	<p>Nacco</p>
<p><u>Changes</u></p> <p>A. No modification of this Order shall be binding on Buyer unless made by a formal change order, including a Purchase Order Change Notice or a Purchase Order Supplement, executed by Buyer's authorized representative. Buyer may at any time, by written order, and without notice to sureties or assignees, if any, make changes within the general scope of this Order in any one or more of the following: (1) drawings, designs or specifications when the Products to be furnished are to be manufactured for Buyer in accordance with the drawings, designs, or specifications; (2) method of shipment or packing; (3) place of delivery; and (4) reasonable changes in quantities and schedules.</p> <p>B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Order, whether or not changed by such change order, an equitable adjustment shall be made in the Order's price or delivery schedule, or both, and the Order shall be modified in writing accordingly.</p> <p>C. Seller must assert its right to an adjustment under this Condition within fifteen (15) days from the date of notification of the change to Seller. However, if Buyer decides that the facts justify it, Buyer may receive and act upon a proposal submitted before final payment under this Order.</p> <p>D. If Seller's proposal includes the cost of property made obsolete or excess by the change, Buyer shall have the right to prescribe the manner of disposition of the property.</p> <p>E. Nothing in this Condition shall excuse Seller from immediately proceeding with the Order as changed, including failure of the Parties to agree upon any adjustment to be made under this Condition.</p>	<p>Northrop Grumman</p>
<p><u>Changes</u></p> <p>BUYER shall have the right at any time prior to delivery to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any changes cause an increase or decrease in the cost or time required for performance, an equitable adjustment shall be made and this PO shall be modified in writing accordingly. Supplier agrees to accept any such changes subject to this paragraph.</p>	<p>Pharmacia &amp; Upjohn Company</p>

Clause	Company
<p><u>Changes</u></p> <p>Changes in manufacture. Seller shall give Buyer at least 30 days prior written notice of any change to any aspect of any of the Products, including, but not limited to, any change in raw materials, formulation, basic methods of manufacturing, product specifications or product quality levels. If Buyer objects to any such change, Buyer shall give Seller written notice thereof prior to the effective date of such change, and, if Seller nevertheless proceeds with such change, Buyer shall be entitled to delete the Products affected by such change from this Agreement without liability or other obligation to Seller</p>	<p>Anonymous - Metal Industry</p>
<p><u>Changes</u></p> <p>Seller shall furnish the goods or services ordered hereunder in strict compliance with this Order unless a change is agreed upon in writing by an authorized representative of Buyer. No course of prior dealings or usage of trade shall be applicable unless expressly referred to in this Order. Buyer may at any time by written notice to Seller make changes within the general scope of this Order. Seller shall promptly make such changes, and any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer. Seller shall promptly provide to Buyer documentation relating to such changes in such form and detail as Buyer may direct.</p>	<p>Anonymous - Metal Industry</p>

Clause	Company
<p><u>Changes</u></p> <p>Change to Contract. Purchaser reserves the right at any time to make changes to the Contract and Terms, including, without limitation, to the method of shipment, packaging, hanging, ticketing, labeling or packing, the time place and manner of delivery, the specifications, or the quantity of Goods. If any such change shall cause an increase or decrease in the cost or time required for performance of this Contract, Vendor shall immediately advise Purchaser of any such increase or decrease, and an equitable adjustment shall be made to the Contract price and/or delivery schedule. Any claim by Vendor for such adjustment must be approved by Purchaser in writing before Vendor proceeds with such change. Price increases shall not be binding on Purchaser unless evidenced by a Contract revision duly signed by Purchaser. Vendor shall make no changes to this Contract except through a separate written agreement signed by an authorized agent or officer of Purchaser.</p>	Target
<p><u>Changes</u></p> <p>Buyer may make a change within the general scope of this Order by written notice. Seller shall proceed with this Order as revised. If a change affects the purchase price or delivery date, Buyer and Seller shall mutually agree upon an equitable adjustment in the same. The change, and any such adjustments, shall be set forth in a written change order issued by Buyer.</p>	Texaco
<p><u>Changes</u></p> <p>(a) The Buyer may at any time, by written order, make changes within the general scope of this order in any one or more of following:</p> <ol style="list-style-type: none"> <li>(1) Drawings, designs, or specifications.</li> <li>(2) Method of shipment or packing.</li> <li>(3) Place of delivery</li> <li>(4) Amount of Buyer-furnished property.</li> </ol> <p>(b) If any change causes an increase or decrease in any hourly/rate, the ceiling price, or the time required for performance of any part of the work under this order, whether or not changed by the change order, or otherwise affects any other terms and conditions of this order, the Buyer shall make an equitable adjustment in the (1) ceiling price, (2) hourly/daily rates, (3) delivery schedule, and (4) other affected terms, and shall modify this order accordingly.</p> <p>(c) The Seller must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Buyer decides that the facts justify it, the Buyer may receive and act upon a proposal submitted before final payment of this order.</p>	United Defense



Clause	Company
(d) Nothing in this clause shall excuse the Seller from proceeding with this order as changed.	
<p><u>Changes</u></p> <p>(a) By written request for a change ("Change Order"), ABC may at any time unilaterally (i) suspend the work in whole or in part for a stated time period, and (ii) make changes in one or more of the following elements, designs, drawings or specifications; method of shipment or packing; place or time of delivery; or quantities to be furnished; however, any acceleration in the delivery schedule requires Supplier's advance consent. If such suspension or change causes an increase or decrease in the cost of, or the time required for furnishing the work (whether goods or services), an equitable adjustment by ABC shall be made in the Order price, delivery schedule, or both. If the price and/or schedule adjustment is not included in the issued Change Order, no increase in price or delay in delivery will be allowed unless Supplier asserts such a claim in writing within 30 days from the date of the Change Order to be followed as soon as practicable with a specification of the claim along with supporting data. Nothing contained in this Section shall relieve or excuse Supplier from proceeding without delay in performing the Order as changed.</p> <p>(b) In order to be valid and binding upon ABC, any change, waiver, or amendment to the Order, including but not limited to changes in the quantity or price in the order must be in writing and signed by an authorized representative of ABC's purchasing department.</p>	Anonymous - Health Industry
<p><u>Compliance With Laws</u></p> <p>In the performance of work hereunder, the Seller will comply with all applicable and valid Federal, state and local laws, and rules and regulations of any governmental authority which have the effect of the law. Any provision required to be included in this purchase order by any such applicable and valid law, rule or regulation shall be deemed incorporated herein.</p>	Bethlehem Steel Corporation
<p><u>Compliance with Law</u></p> <p>Seller shall comply with all applicable federal, state, and local laws, rules, and regulations. Without limiting the generality of the foregoing, Seller agrees that the goods and services rendered pursuant to this purchase order will be produced and rendered in accordance with the requirements of the applicable provisions of the Fair Labor Standards Act of 1938, as amended, and all invoices covering such goods and services will contain (or will be deemed without further action of Buyer or Seller to contain) the following clause or a substantially similar clause: "The goods and services covered by this invoice will be or have been produced and rendered in compliance with the requirements of the applicable provisions of the Fair Labor</p>	Black and Decker

Clause	Company
<p>Standards Act of 1938, as amended."</p> <p>Seller acknowledges that Buyer may serve from time to time as contractor for the United States Government. In that event, Seller agrees to comply with all federal laws, rules, and regulations applicable to subcontractors of government contractors. All contract clauses required by the Government in such circumstances are incorporated herein by reference.</p>	
<p><u>Compliance with Laws</u></p> <p>a. Compliance with Federal, State and Local Laws. Seller warrants that, in the performance of its obligation under this Agreement, it has complied with or will comply with Sections 6, 7, and 12, Fair Labor Standards Act, as amended, and the regulations and contracts of the U.S. Department of Labor issued thereunder. The Equal Opportunity clause set forth in Federal Acquisition Regulation 52.222-26 is incorporated herein by reference, except "Contractor" means Seller. Upon request, Seller shall submit certification that it performed its obligations under this Agreement in accordance with the foregoing warranty.</p> <p>b. Compliance with Laws. Seller shall be responsible for complying with all laws, including, but not limited to, any statute, rule, regulation, judgment, decree, order or permit applicable to its performance under this Agreement. Seller further agrees:</p> <p>(1) To notify Buyer of any obligation under this Agreement which is prohibited under any applicable environmental law, at the earliest opportunity but in all events sufficiently in advance of Seller's performance of such obligation so as to enable the identification of alternative methods of performance.</p> <p>(2) To notify Buyer at the earliest possible opportunity of any aspect of its performance which becomes subject to additional environmental regulation or which Seller reasonably believes will become subject to additional environmental regulation during performance of this Agreement.</p>	Boeing
<p><u>Compliance with Laws</u></p> <p>Laws. Seller shall, in its performance of this PO, comply with all applicable federal, state, and local statutes, rules of law, ordinances, regulations, and regulatory orders, including but not limited to the Fair Labor Standards Act of 1938, as amended. Walsh-Healy Act, Robinson-Patman Act, applicable State Workers' Compensation laws, state and federal Occupational Safety and Health Acts, and all rules and regulations passed pursuant thereto, which are incorporated herein by this reference. Seller agrees to be subject to all applicable contract clauses required by federal, state or local law, rule or regulations to be included in this PO, including but not limited to the following clauses, which are incorporated herein by this</p>	Boise Cascade

Clause	Company
<p>reference: Equal Opportunity Clause (41 CFR 90.1.4); Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era (41 CFR 60-250.4); Affirmative Action Clause for Handicapped Workers (41 CFR 60-741.4); and the Certification of Nonsegregated Facilities Clause (41 CFR 60.1.6; 41 CFR 1-12.803.10). In addition, Seller agrees and certifies, if applicable, that it has developed a written affirmative action compliance program (41 CFR 60-1.40(a)) and annually files Standard Form 100 (EEO-1)(41 CFR 60-1.7 (a)).</p>	
<p><u>Compliance With Laws</u></p> <p>Seller agrees to comply with the applicable provisions of any federal, state, or local laws or ordinance and all orders rules, and regulations issued thereunder, and any provisions, representations or agreements, or contractual clauses required thereby to be included or incorporated by reference or operation of law in the contract resulting from acceptance of this P.O. Seller acknowledges and agrees that its responsibility for compliance with laws includes, but is not limited to, compliance with all applicable environmental laws, rules, regulations and ordinances. Delivery of goods under this P.O. will constitute a certification by Seller that such goods comply with all applicable federal and state packaging and labeling laws. Seller certifies that with respect to orders which exceed \$10,000 he is in compliance with the requirements for non-segregated facilities as set forth in 41CFR Chapter 60-1.8. Seller warrants that each chemical substance constituting or contained in goods sold or otherwise transferred to Purchaser hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act, as amended. Seller certifies and warrants that the goods supplied hereunder are in compliance with the applicable laws, rules and regulations administered by the Consumer Product Safety Commission, the Food and Drug Administration the Federal Communications Commission and the Environmental Protection Agency. In accepting this P.O., Seller represents that the goods to be furnished hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Section 1 2(a) and Seller shall certify to that effect for all services or products rendered in connection with this P.O.</p>	<p>Anonymous - Outdoor Equipment</p>

Clause	Company
<p><u>Compliance with Laws</u></p> <p>Government Procurement: Seller represents that it has complied, and during the performance of the Purchase Order will continue to comply, with the provisions of all applicable laws and regulations from which liability may accrue to Buyer for any violation thereof, and including but not limited to, compliance with the Fair Labor Standards Act of 1938, as amended.</p>	<p>Caterpillar</p>
<p><u>Compliance with Laws</u></p> <p>Applicable laws. Seller, in the performance and pricing of this order, shall comply with the provisions or all applicable Federal, state and local laws, regulations, rules and ordinances, including, without limitation, the Fair Labor Standards Act of 1938, as amended, and the occupational Safety and Health Act of 1970, as amended, and agrees, upon request, to furnish Buyer a certificate to such effect. The federally mandated equal opportunity or affirmative action clauses found at 41 CFR § 60-1, 41 CFR § 60~250 and 41 CFR § 60-741 are incorporated herein by reference.</p>	<p>Anonymous - Airline Industry</p>
<p><u>Compliance with Laws</u></p> <p>Seller warrants that (a) all chemical substances furnished hereunder have been properly reported for the Toxic Substances Control Act Inventory and otherwise comply with said Act; (b) none of the goods ordered constitutes an article or commodity which may not be introduced into commerce under the provisions of any law or governmental agency order or regulation (including, but not limited to, the Federal Insecticide Fungicide and Rodenticide Act and the Federal Food Drug and Cosmetic Act); and (c) Seller has complied with all applicable federal, state, provincial and local laws, regulations and orders as amended from time to time, in connection with the manufacture, sale delivery and performance of the goods and services being purchased hereunder. Seller will certify its compliance with applicable laws or governmental agency orders or regulations in a form to be provided by Buyer.</p>	<p>ELF Atochem</p>
<p><u>Compliance with Laws</u></p> <p>Compliance With Laws and Regulations. Seller warrants and certifies that in the performance of this order it will comply (unless exempt) with all applicable laws, rules, regulations. and orders of the United States and of any state and political subdivision thereof, including, without limiting the generality of the foregoing, laws and regulations pertaining to labor, wages, hours and other conditions of employment and applicable price ceilings, and that the goods delivered hereunder shall be produced in compliance with (1) the requirements of the Fair Labor Standards Act. as amended: (2) Executive Order Nos. 11246 and 11375, as amended, and all rules and regulations issued thereunder, regarding "Non-Discrimination Equal Opportunity</p>	<p>GS Electric</p>

Clause	Company
Clause", including sending Buyer an executed certificate of non-segregated facilities, complying with the Equal Employment Opportunity Clause which is made a part hereof, completing and filing all required reports including form EEO-1, and implementing an Affirmative Action Program: (3) Executive Order No. 11458. as amended, regarding utilization of minority business enterprises, and (4) the requirements of the Occupational Safety and Health Act of 1970. as amended, and the standards and regulations issued thereunder.	

Clause	Company
<p><u>Compliance with Laws</u></p> <p>(a) SELLER shall comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes (including procurement of required permits or certificates) in manufacturing, assembling, selling and providing PRODUCT and in performing its other obligations under this Agreement, including, but not limited to, the standards promulgated under the Occupational Safety and Health Act, Executive Order 11246, as amended, Section 503 of the Vocational Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Immigration Reform and Control Act of 1986, the Civil Rights Acts of 1964 and 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and all rules and regulations relative to these Acts and other applicable equal employment opportunity laws, rules and regulations, which are expressly incorporated herein by reference. Irrespective of whether a specification is furnished, if PRODUCT or containers furnished are required to be constructed, packaged, labeled, or registered in a prescribed manner, SELLER shall comply with applicable federal, state or local laws. SELLER shall indemnify CUSTOMER against all claims, loss or damage sustained because of its noncompliance.</p> <p>(b) If any persons furnished under the Agreement by SELLER have a disability as defined in the Americans with Disabilities Act, 42 U.S.C.A. 12101 et seq. (the ADA), SELLER shall, where required by Title I of the ADA and at its sole expense, provide "reasonable accommodations" that may be required under Title I of the ADA including, but not limited to, "auxiliary aids and services" to make aural, visual materials or interpreters available to individuals furnished by SELLER with impairments so that such individuals are able to perform the essential functions of the job they are contracted to perform. SELLER further agrees to indemnify and defend CUSTOMER for any losses, fines, reasonable attorney fees, or other penalties that may be incurred or assessed upon CUSTOMER due to SELLER's failure to comply with the provisions of the Title I of the ADA with respect to the persons furnished by SELLER.</p> <p>(c) PRODUCT furnished shall comply, to the extent applicable, with the requirements of the Federal Communications Commission's Rules and Regulations, as may be amended, including those sections concerning the labeling of such PRODUCT and the suppression of radiation to specified levels. If the PRODUCT generates interference harmful to radio communications, and such PRODUCT was installed in accordance with such Rules and Regulations, then SELLER shall provide to CUSTOMER methods for suppressing the interference. If the interference cannot be reasonably suppressed, SELLER shall, at CUSTOMER's option, accept return of the</p>	<p>Anonymous - Telecom Industry (5)</p>

Clause	Company
PRODUCT, refund to CUSTOMER the price paid for the PRODUCT and bear all expenses for removal and shipment of such PRODUCT. Nothing herein shall be deemed to diminish or otherwise limit SELLER's obligations under any rights or remedies available to CUSTOMER, whether at law or in equity.	

Clause	Company
<p><u>Compliance with Laws</u></p> <p>Governmental compliance.</p> <p>Seller shall (i) comply with all federal, state, local, and foreign laws, rules, and regulations applicable to its obligations under this Order, and (ii) furnish to XXX any information required to enable XXX to comply with such laws, rules, and regulations in its use of the Goods and Services.</p> <p>If Goods and Services are incorporated by XXX into products and services sold under a federal contract or subcontract, those applicable procurement regulations that are required by federal statute or regulation to be inserted in contracts or subcontracts shall be deemed to apply to this Order. FAR 52.219.9 and 52.219.16 are applicable.</p> <p>Without limiting the generality of section 8.1 above, Seller warrants that (i) each chemical substance contained in Goods is on the inventory of chemical substances compiled and published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act, and (ii) all Material Safety Data Sheets required to be provided by Seller for Goods shall be provided to XXX prior to shipment of the Goods and shall be complete and accurate.</p> <p>Seller shall comply with the requirements of Executive Order 11246, The Vocational Rehabilitation Act, and the Vietnam Era Veterans' Readjustment Act.</p> <p>Seller hereby warrants, certifies, represents and agrees that neither any of the Products nor any component of any of the Products (as described in this Purchase Order): a) contains any "class I substance", as that term is defined in 42 USC Section 7671 (3) as now in existence or hereafter amended, or b) has been "manufactured with a process that uses" any "class I substance" within the meaning of 42 USC Section 1671j (d) (2) as now in existence or hereafter amended.</p> <p>When and if requested by XXX, as a condition precedent to payment thereof, Seller shall separately certify each invoice as follows: "We certify that contract deliverables listed hereon were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof. We further certify that any and all additional contract deliverables will be produced in compliance the same."</p>	<p>Hewlett Packard</p>
<p><u>Compliance with Laws</u></p> <p>COMPLIANCE WITH LAWS. Seller warrants that all goods or services called for herein shall be produced or performed in compliance with all applicable federal and state laws, rules and regulations. Without limiting the foregoing, Seller agrees, through acceptance of this order, to comply with the following as applicable:</p> <ol style="list-style-type: none"> <li>Executive Order 11246, Equal Opportunity, as amended, including regulations related to elimination of Segregated Facilities (33 FEIO. REG. 7804).</li> </ol>	<p>Kodak</p>



Clause	Company
<p>2. 29 U.S.C. 793, The Rehabilitation Act of 1973, as amended.</p> <p>3. 38 U.F.C. 2012, The Vietnam-Era Veterans Readjustment Assistance Act of 1974, as amended.</p> <p>4. Public Law 95-507 pertaining to small business and small disadvantaged business.</p> <p>5. Executive Order 121 38 pertaining to women-owned business.</p> <p>Seller verifies that it is not on the EPA list of Violating Facilities pursuant to Section 306 of the Clear Air Act or Section 508 of the Clean Water Act.</p>	
<p><u>Compliance with Laws</u></p> <p>1. Environmental compliance. Seller shall label the goods in compliance with 40 CFR 82, subpart E, or certify that the goods are neither manufactured with nor contain a controlled ozone depleting substance. With respect to all contracts or purchase orders in excess of \$100,000.00, the undersigned certifies, in accordance with Executive Order 11738 and 40 C.F.R. Section 15, as follows:</p> <p>A. No facility to be utilized by contractors in the performance of its contracts with or in the filling of purchase orders from Buyer or any of its subsidiaries and/or affiliates is listed on the United States Environmental Protection Agency list of violating facilities.</p> <p>B. Prompt written notification be given by contractor to Buyer of any communication indicating that any facility or contractor is under consideration to be included on such list.</p> <p>C. All requirements of Section 114 of the Clean Air Act (42 U.S.C. 1857) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C.1251), relating to inspection, monitoring, entry, reports, and information as well as all other requirements specified in said sections, with all regulations and guidelines issued thereunder shall be complied with by contractor.</p> <p>All criteria and requirements listed above shall be included in all of contractor’s subcontracts, purchase orders and work orders, and contractor will take such action as the government may direct as a means of enforcing such provisions.</p>	Nacco
<p><u>Compliance with Laws</u></p> <p>Fair labor standards act compliance. Seller agrees and certifies that the goods to be manufactured or furnished hereunder have been or will be produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Federal Fair Labor Standards Act, as amended, and the regulations and orders of the U.S. Department of Labor issued under Section 14 thereof. Assurance that the goods were so produced shall be given to Buyer by the Seller including a certificate to that effect in all invoices for the goods.</p>	Nacco
<p><u>Compliance with Laws</u></p>	Nalge

Clause	Company
<p>Laws and regulations. All goods to be furnished hereunder shall be produced, packaged and labeled, and shall be in conformance with all federal, state and local laws, rules and regulations regarding their manufacture, transportation or character. Specifically, and not by limitation, Seller shall comply with the applicable requirements of the Occupational Safety and Health Act, Fair Labor Standards Act, Toxic Substance Control Act, and Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Readjustment Act of 1974, as amended (38 U.S.C. 4212).</p>	
<p><u>Compliance with laws</u></p> <p>A. Seller warrants that it shall comply with all applicable Federal, State and local laws, rulings, and regulations in effect on the date of this Order.</p> <p>B. Seller shall warrant that the Products called for by this Order have been or will be produced in compliance with the Fair Labor Standards Act of 1938 (29 U.S. Code 201-219) and any amendments thereto, including without limitation all applicable requirements of Sections 6, 7 and 12 thereof, and all of the regulations and orders of the U.S. Department of Labor issued under Section 14 thereof, and, insofar as applicable to this Order, the Walsh-Healey Public Contracts Act (41 U.S. Code 35-45) and any amendments thereto, as well as with the provisions of any other Federal Laws with respect to labor relations, minimum wages and hours of employment, now in effect or hereafter enacted, including the Work Hours and Safety Act of 1962 (40 U.S. Code 327 et seq.), and with any and all rules and regulations issued under each and every such Law. Seller agrees that this warranty may be considered as the written assurance and certificate contemplated by the amendment dated October 26, 1949, to the Fair Labor Standards Act of 1938.</p>	<p>Northrop Grumman</p>

Clause	Company
<p><u>Compliance with Laws</u></p> <p>Seller represents, warrants and certifies that the Goods shall comply with all applicable laws and regulations. Seller also represents, warrants and certifies that the Goods were produced in compliance with the requirements of the Fair Labor Standards Act, as amended, if applicable. Seller shall comply with all applicable laws and regulations, including all those relating to labor, employment and the environment. The provision of (i) Section 202, paragraphs (1) through (7), of Executive Order 11246, as amended, (ii) 41 C.F.R. (section) 60-250.3 and (iii) 41 C.F.R. (Section) 60-741.3, to the extent applicable, are included herein by this reference, and, if applicable, Seller warrants and certifies that it is in compliance with these laws.</p>	Phelps Dodge
<p><u>Compliance with Laws</u></p> <p>Compliance with applicable laws. Each party shall comply with all applicable statutes, laws, ordinances, codes, orders, rules, regulations, proclamations and other governmental requirements in connection with this Agreement, and all provisions required thereby to be included in this Agreement are incorporated by reference.</p>	Anonymous - Metal Industry
<p><u>Compliance with Laws</u></p> <p>Compliance with applicable laws. Seller shall comply with all applicable statutes. Laws, ordinances, codes, orders, rules, regulations, proclamations and other governmental requirements, and all provisions required thereby to be included in this Order are incorporated by reference.</p>	Anonymous - Metal Industry
<p><u>Compliance with Laws</u></p> <p>Compliance. In performance hereunder and every activity connected therewith, SELLER shall comply fully with all applicable laws, ordinances, rules and regulations, and, when requested, shall furnish evidence satisfactory to BUYER of such compliance. Without limiting the foregoing SELLER warrants that all articles and materials furnished were and shall be produced in compliance with the Fair Labor Standards Act of 1938 as amended.</p>	Shell
<p><u>Compliance with Laws</u></p> <p>Services and goods to be furnished hereunder shall comply strictly with all U.S. federal, state and local laws and regulations.</p>	Smith Fiberglass
<p><u>Compliance with Laws</u></p>	United Defense

Clause	Company
<p>Compliance with federal, state, and local laws. Seller represents, warrants, and certifies that in the performance of this order, it shall comply with, when applicable, all federal, state, and local laws and regulations including but not limited to the following laws and regulations, which are hereby incorporated herein by reference as if set forth in full, as in effect on the date this order was awarded:</p> <p>(1) Fair Labor Standards Act of 1938, as amended (29 USC 201-219).                      (2) Occupational Safety and Health Act of 1970 (OSHA), as amended.                      (3) International Traffic in Arms Regulations (22 CFR Part 130).                      (4) Civil False Claims Act (31 USC 3729 et seq.).                      (5) Criminal False Claims Statute (18 USC 287).</p> <p>Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense incurred by Buyer resulting from violation by Seller or its lower tier subcontractors of any federal, state, or local law or regulation.</p>	
<p><u>Compliance with Laws</u></p> <p>Compliance with Applicable Laws. Supplier hereby certifies that all goods and services to be furnished hereunder will be manufactured and/or furnished by Supplier in compliance with all applicable Federal, state and local laws, executive orders, rules and regulations. Without limiting the scope and generality of the foregoing, Supplier, in accepting the Order, represents that it will comply with the Fair Labor Standards Act, the Occupational Safety and Health Act (OSHA), the Toxic Substance Control Act, and all provisions of Executive Order 11246 of September 24, 1965, as amended, and all implementing rules, regulations and orders of the Secretary of Labor.</p>	<p>Anonymous - Health Industry</p>

Clause	Company
<p><u>Contractor Performance</u></p> <p>Performance of the work.</p> <p>(a) Time is of the essence in the performance of the Work. Seller shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Seller shall use only skilled craftsmen who are experienced in their respective trades and the types of work involved. Seller shall (i) furnish adequate and efficient supervision, (ii) provide an adequate supply of workmen and materials at all times and (iii) perform the Work in the most expeditious manner.</p> <p>(b) If, in Buyer's opinion, Seller fails to perform the Work in strict accordance with this Order or fails to comply with any provision of this Order, Buyer may, after seven days' written notice to Seller, make good any deficiencies resulting from such failure if Seller has not done so, and Buyer may deduct from the payments then or thereafter due Seller the cost of correcting such deficiencies. If the payments then or thereafter due Seller are not sufficient to cover such amount, Seller shall promptly pay the difference to Buyer.</p>	<p>Anonymous - Metal Industry</p>
<p><u>Controlling Law</u></p> <p>Governing Law: These terms and conditions and any Purchase Order shall be governed by and construed under the laws of the jurisdiction in which is located the office of Buyer issuing the Purchase Order. No remedy herein provided shall be deemed exclusive of any other remedy allowed by law or equity.</p>	<p>Caterpillar</p>
<p><u>Controlling Law</u></p> <p>Governing Law: This order is to be construed according to the laws of the state from which this order issues as shown by the address of Buyer on the face side of this order.</p>	<p>Anonymous - Auto Industry</p>
<p><u>Controlling Law</u></p> <p>This Agreement shall be interpreted and governed by the laws of the state of XXX's "ship to" address on the face of this Order. Seller hereby consents to the jurisdiction and venue of such courts.</p>	<p>Hewlett Packard</p>

Clause	Company
<p><u>Default</u></p> <p>9.1. If Seller breaches any provision of this Order, XXX may, except as otherwise prohibited by United States Bankruptcy laws, terminate the whole or any part of this Order, unless Seller cures the breach within ten work days after receipt of XXX’s notice of breach.</p> <p>9.2. For purposes of section 9.1 above, the term "breach" shall include without limitation any (i) proceeding, whether voluntary or involuntary, in bankruptcy or insolvency by or against Seller, (ii) appointment, with or without Seller's consent, of a receiver or an assignee for the benefit of creditors, (iii) failure to provide XXX, upon request, with reasonable assurances of performance or (iv) other failure to comply with this Order.</p> <p>9.3 In the event that XXX terminates this Order in whole or in part as provided in section 9.1 above, XXX may procure, upon such terms and in such manner as XXX reasonably deems appropriate, products similar to the Goods or Services as to which this Order is terminated. Seller shall reimburse XXX upon demand for all additional costs incurred by XXX in purchasing with similar products.</p> <p>9.4 The rights and remedies granted to XXX pursuant to this Order are in addition to, and shall not limit or affect, any other rights or remedies available at law or in equity.</p>	<p>Hewlett Packard</p>
<p><u>Default</u></p> <p>If Seller breaches any of its obligations or warranties under this Order, Buyer may terminate this Order in whole or in part, upon notice to Seller without incurring liability to Seller.</p>	<p>Anonymous - Metal Industry</p>
<p><u>Default</u></p> <p>If SELLER breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily), or makes assignment for the benefit of creditors, BUYER shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this PURCHASE ORDER by giving SELLER written notice, whereupon (a) BUYER shall be relieved of all further obligation hereunder, except to pay the reasonable value of Seller’s prior performance, but not more than the contract price and (b) title to any product(s) of Seller’s work, whether completed or partially completed, as well as all materials prepared, procured or set aside by SELLER for use in the work, shall, at Buyer’s option upon giving written notice to SELLER, vest in BUYER and BUYER may enter Seller’s premises and remove the same therefrom, and (c) SELLER may at its option, complete performance of the work, in which event, SELLER shall be liable to BUYER for all cost incurred by BUYER completing such performance in excess of the contract price (whether or not BUYER exercises its option in clause (b)). Time is of the essence hereof, and Buyer’s right</p>	<p>Shell</p>

Clause	Company
to require strict performance by SELLER shall not be affected by any previous waiver, forbearance or course of dealing.	
<p><u>Definitions</u></p> <p>As used herein, the following terms have the meanings indicated:</p> <p>1. "Items" means goods and/or services ordered by Buyer from Seller pursuant to a Purchase Order.</p> <p>2. "Purchase Order" means a transmission by Buyer to Seller electronically through a computer network or otherwise, by mail of hard copy, or by such other means as may be agreed (each a "Transmission"), containing a purchase order number, supplier code number, item number, identification or specification number, engineering change number or material code number and/or such other information evidencing an offer to Seller by Buyer relating to the purchase of goods or services.</p> <p>3. "Purchase Order Release" means a Transmission specifying quantities and shipping or delivery dates.</p> <p>4. "Purchase Order Revision" means a Transmission revising the information contained in a Purchase Order.</p>	Caterpillar
<p><u>Definitions</u></p> <p>"Buyer" means XXX Corporation, its divisions or subsidiaries as identified on the face of the purchase order. "Seller" means the party with whom Buyer is contracting. "Customer" means Buyer's customer. "Order" means the instrument of contracting including this purchase order and all referenced documents, exhibits, and attachments. "Parties" means Buyer and Seller collectively. "Products" means those goods, supplies, materials, articles, items, parts, components or assemblies, and any related services required in producing such Products, described in the Order.</p>	Northrop Grumman
<p><u>Definitions</u></p> <p>"Buyer" means XXX, or such other entity as shall be listed on this Order as Buyer. "Seller" means the person identified to whom this Order is sent. "Goods" means the items described in this Order.</p>	Phelps Dodge
<p><u>Definitions</u></p> <p>"GOODS" means the material or equipment and any part or component thereof incorporated or to be incorporated therein, to be purchased as specified in the Purchase Order.</p> <p>"SUBSUPPLIER" means any person or company (other than BUYER) having a contract with</p>	Shell

Clause	Company
<p>SELLER for the supply of the GOODS or part of the GOODS referenced herein. For purposes of this Purchase Order, "Seller" shall include Seller and/or any Subsupplier.</p> <p>"BUYER'S CUSTOMER" means the party to whom GOODS are resold by BUYER.</p>	
<p><u>Definitions</u></p> <p>Definitions "GOODS" AND "SERVICES". The term "goods" as used herein means any and all materials, chemicals, parts, products, machines, tooling, test equipment technical data, computer software, computer software documentation, and other tangible items or documentary information</p> <p>Required to be furnished by Seller under this order other than labor. The term "services" means any and all technical assistance, consultation, construction work, and other effort furnished or required to be furnished by Seller under this order other than labor furnished in connection with the production of goods.</p>	<p>United Defense</p>



Clause	Company
<p><u>Disclosure</u></p> <p>Proprietary Information</p> <p>a. Definition. For purposes of this Agreement, the term "Proprietary Information" means code or information which relates to and is disclosed by one party (the "originating party") to the other (the "receiving party") in connection with a Purchase Order or other matter within the scope of this Agreement (the "Project"), provided that, when disclosed, such information is in written or other permanent form (a "permanent record") and is identified as proprietary to the originating party by clear and conspicuous markings. Any such information in another form when disclosed shall be considered Proprietary Information only if and to the extent the originating party informs the receiving party of the proprietary nature of the information prior to the disclosure, and thereafter creates a permanent record of the disclosure, as described above, and delivers it to the receiving party promptly but in no event more than thirty (30) days after the original disclosure. Proprietary Information includes, without limitation, code or information contemplated by the clause entitled "Source Code," and the paragraph entitled "Diagnostic Data" of the clause entitled "Support Services."</p> <p>b. Disclosure and Use. The receiving party shall preserve Proprietary Information received from the originating party in confidence, and shall refrain from disclosing such Proprietary Information to any third party without written authorization from the originating party. Except for the Licensed Software in source code form, these obligations will terminate ____ ( - ) years after receipt. During the term of the Project, the receiving party shall use Proprietary Information received from the originating party solely in connection with the Project. The disclosure and use obligations set forth above shall be considered satisfied by the receiving party through the exercise of the degree of care, but in no event less than reasonable care, used to restrict disclosure and use of its own information of like kind and importance.</p> <p>c Exception. This agreement shall not restrict disclosure or use of Proprietary Information that is:</p> <ol style="list-style-type: none"> <li>(1) Known to the receiving party without restriction when received, or thereafter is developed independently by the receiving party without reference to Proprietary Information of the originating party; or</li> <li>(2) Obtained from a source other than the originating party through no breach of confidence by the receiving party; or</li> <li>(3) In the public domain when received, or thereafter enters the public domain through no fault of the receiving party; or</li> <li>(4) Disclosed by the originating party to a third party without restriction; or</li> <li>(5) Required by applicable law or regulation, provided the receiving party notifies the</li> </ol>	Boeing

Clause	Company
<p>originating party of the requirement promptly, and cooperates with the originating party (at the request and expense of the originating party) in contesting the requirement.</p>	
<p><u>Disclosure (cont.)</u></p> <p>d. No Other Rights Granted. Proprietary Information shall remain the property of the originating party. Except for the rights expressly granted under this Agreement, neither this Agreement nor the disclosure of Proprietary Information hereunder shall be construed as granting any right or license under any trade secrets, copyrights, inventions, or patents now or hereafter owned or controlled by either party. Nor does this Agreement grant any right or license, or impose any restriction on use of disclosure with respect to information, other than Proprietary Information, disclosed or received by either party in connection with the Project.</p> <p>e. Wind-up Activities. Upon completion or termination of the Project and unless instructed to do otherwise by the originating party, the receiving party shall cease use of and destroy all of the Proprietary Information, if any, received from the originating party. The originating party may request, and the receiving party shall provide, written certification of the destruction. Notwithstanding the foregoing, each party may retain one copy of each and every permanent record of the Proprietary Information disclosed to it under this Agreement solely as a record of the disclosure.</p> <p>f. Transfer of Employees. Seller acknowledges that Buyer is or may be using third-party programs, documentation, computing equipment, and other products which provide functionality and capabilities similar to those provided by the Goods. Likewise, Buyer acknowledges that Seller is developing, or may desire to develop, new and improved products which address the needs and requirements of customers similar to Buyer. Notwithstanding any other provision of this clause or this Agreement, therefore, so long as each party does not knowingly disclose Proprietary Information received from the other party, each party may transfer and allow those employees who have had access to and reviewed the other party's Proprietary Information under this Agreement to use the ideas, concepts, and know-how gained from such access in other assignments.</p>	<p>Boeing</p>
<p><u>Disclosure</u></p> <p>Confidentiality. Seller, on behalf of itself and its employees, agrees that any ideas, know-how, concepts, information, or processes received from Buyer or created by Seller in connection with the performance of this PO shall be the property of Buyer and shall be preserved in strictest</p>	<p>Boise Cascade</p>

Clause	Company
<p>confidence by Seller and shall not be used or disclosed by Seller to third persons except to the extent that such use or disclosure is necessary for the proper performance of this PO. If disclosure to third persons is necessary, Seller shall insure that such third persons hold such information in strictest confidence.</p>	
<p><u>Disclosure</u></p> <p>Confidential or proprietary information. Any knowledge of information which Seller shall have disclosed or may hereafter disclose to the Purchaser, and which in any way relates to the goods or services covered by this P.O. and Purchaser's Quality Procurement Specification shall not, unless otherwise specifically agreed to in writing by the Purchaser, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions (other than a claim for patent infringement), as part of the consideration of this P.O.</p>	<p>Anonymous - Outdoor Equipment</p>

Clause	Company
<p><u>Disclosure</u></p> <p>Confidentiality. Supplier acknowledges that unless and only to the extent Buyer specifically agrees to the contrary in writing in advance, the terms of the Buyer Supply Agreement and of these General Terms and Conditions, and all other information as to quantity, cost, and prices charged by Supplier for Approved Products, all information relating to marketing, new products, sales volume and data regarding the operations of Buyer, the System, _____ and the Restaurants, the _____ Specifications and the Buyer Policies and other information identified or reasonably identifiable as confidential or proprietary, shall be maintained in confidence by Supplier, except that such information may be provided by Supplier to its employees who have a need to know such information, its auditors, consultants and advisors, and to any prospective purchasers of all or part of Supplier's business, but in each case (A) only if such disclose agrees in a writing substantially similar to this Section not to use or disclose such information, such document being directly enforceable by Buyer, and (B) it being understood that Supplier shall remain liable to Buyer for any breach by any employee, auditor, consultant, advisor or prospective purchaser to whom Supplier directly or indirectly makes such disclosure. The confidentiality obligations of this Section shall not apply to information:</p> <p>(a) which Supplier is compelled to disclose by judicial or administrative process or by other mandatory requirements of any Law; provided. however, Supplier shall promptly give Buyer advance notice of its intention to make such disclosure so that Buyer may have the opportunity to prevent or restrict such disclosure if it deems such prevention or restriction in its best interests;</p> <p>(b) which Supplier can show to have been generally available to the public other than as a result of a breach of this Section;</p> <p>(c) which Supplier can show was within its legitimate possession prior to the time of disclosure by Buyer, _____ or any of their affiliates;</p> <p>(d) which is disclosed to Supplier by a third party having legitimate possession thereof and the unrestricted right to make such disclosure; or</p> <p>(e) two years after any termination or expiration of this Agreement, if; at such time, such information does not then constitute a trade secret under applicable law.</p>	<p>Anonymous - Restaurant Industry</p>

Clause	Company
<p><u>Disclosure</u></p> <p>Proprietary Rights: Seller undertakes and agrees to defend at Seller's own expense all suits, actions or proceedings brought against Buyer, and any of Buyer's directors, officers, employees, agents, dealers, customers, or the users of any Item purchased under a Purchase Order (each a "Person") for actual or alleged infringement of any copyright, industrial design right, trade secret, United States or foreign letters patent or other proprietary rights because or on account of the use or sale of any such Item alone or in combination with other Items or materials, except such Items that are requested by Buyer to be specifically constructed in exact accordance with Buyer's designs or technical specifications which constitute the basis for such actual or alleged infringement, and in any other than the above excepted situation, Seller further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against any Person.</p> <p>Seller agrees to hold in confidence all information relating to Buyer's products or operations obtained or created during performance of any Purchase Order. All technical information disclosed heretofore and hereafter by Seller to Buyer in connection with a Purchase Order is disclosed on a nonconfidential basis. Seller grants to Buyer and its subsidiaries a paid-up, unrestricted and irrevocable license under any copyright for any work of authorship fixed in any tangible medium of expression (including, without limitation, drawings, prints, manuals and specifications) furnished under a Purchase Order.</p>	<p>Caterpillar</p>
<p><u>Disclosure</u></p> <p>Confidentiality. During the term of this Agreement and surviving its expiration or termination, Seller will regard and preserve as confidential all information related to the business of Buyer, its parent company and/or its subsidiaries and affiliated companies and its or their clients, patients and/or enrollees that may be obtained from any source as a result of this Agreement. Seller will not, without first obtaining Buyer's prior written consent, disclose to any person, firm or enterprise or use for its benefit any information relating to the pricing, methods, processes, financial data, lists, apparatus, statistics, programs, research, development or related information of Buyer, its subsidiaries or affiliated companies or its clients, patients and/or enrollees concerning past, present or future business activities of said entities, and the results or terms of the provision of services performed by Seller under this Agreement.</p> <p>Confidential information does not include: (a) information that is in the public domain prior to the disclosure or becomes part of the public domain through no wrongful act of the Seller, (b) information that was in lawful possession of the Seller prior to the disclosure, (c) information</p>	<p>Anonymous - Health Industry (2)</p>

Clause	Company
<p>that was independently developed by Seller outside the scope of this Agreement, and (d) information that was disclosed to Seller by a third party who was in lawful possession of the information.</p> <p>Neither Seller nor Buyer shall use the name or the other in any advertising or publicity releases without securing the prior written approval of the other.</p>	

Clause	Company
<p><u>Disclosure</u></p> <p>Confidentiality. Seller shall treat this order and any contract formed upon its acceptance as confidential and shall not disclose the existence of substance hereof to any third party. If in connection with the provision of goods or services hereunder Seller becomes aware of any confidential information of Buyer. Seller agrees not to disclose such information to any third party or to make use of such information, except to the extent necessary to perform hereunder or as required by law. Upon Buyer’s request, Seller shall promptly return to Buyer all confidential information in tangible form, including drawings, samples, specifications or other documents provided by Buyer or prepared by Seller for Buyer.</p>	<p>ELF Atochem</p>
<p><u>Disclosure</u></p> <p>Information Disclosed to Seller. During the performance of this order and for a period of three (3) years after completion thereof, Seller will keep confidential and make no use of any technical information furnished by Buyer in connection with this order, whether in the form of features of any equipment, tools, gauges, patterns, designs, drawings, specifications, data, or other technical, proprietary or confidential information, without Buyer's prior written consent, except for the performance of this order or except to the extent that Seller is able first to establish to Buyer's satisfaction that: (a) such technical information was actually known to Seller prior to its receipt in connection with this order, or became known to Seller after such receipt through a third party having independent knowledge thereof, or (b) that such technical information is or has become available to the general public other than as a consequence of breach of this provision entitled "Use of Technical Information", or (c) the United States Government has the right to use such technical information for procurement purposes, in which case Seller may product items for direct sale to the United States Government. Seller shall notify Buyer when use in the performance of a Government requirement is contemplated under this exception.</p> <p>Upon completion or termination of this order, Seller shall return to Buyer all such items of technical information as are in written or other physical form or make such other disposition thereof as may be directed or approved by Buyer.</p> <p>Information Disclosed to Buyer. Any knowledge of information which Seller may have disclosed or may hereafter disclose to Buyer in connection with the purchase of goods or services covered by this order shall not be deemed confidential or proprietary. No employee of Buyer has authority to make any agreement, express or implied, limiting use of publication of</p>	<p>GS Electric</p>

Clause	Company
or providing for confidential treatment of information, equipment, or suggestion unless agreement is made in writing and signed by an officer of Buyer.	



Clause	Company
<p><u>Disclosure</u></p> <p>Confidentiality. Seller acknowledges that in the course of performance of its obligations pursuant to this Contract, Seller may obtain certain confidential and/or proprietary information of Buyer or its affiliates or customers, including the terms and conditions of this Contract. Seller hereby agrees that all information communicated to it by Buyer, its affiliates, or customers whether before or after the Effective Date, shall be and was received in strict confidence, shall be used only for purposes of this Contract, and shall not be disclosed by Seller, its agents or employees without the prior written consent of Buyer, except as may be necessary by reason of legal, accounting or regulatory requirements beyond the reasonable control of Seller. The provisions of this Section shall survive the term of termination of this Contract for any reason.</p>	<p>Anonymous - Auto Industry</p>
<p><u>Disclosure</u></p> <p>Ingredients Disclosure and Special Warnings and Instructions. If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods purchased hereunder; (b) the amount of one or more ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods purchased hereunder, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a part of any of the goods, together with such special handling instructions – as may be necessary to advise carriers. Buyer, and their respective employees of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the goods, containers and packing shipped to Buyer.</p>	<p>Anonymous - Auto Industry</p>
<p><u>Disclosure</u></p> <p>Technical Information Disclosed To Buyer. Seller agrees not to assert any claim (other than a Claim for patent infringement) with respect to any technical information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this order.</p>	<p>Anonymous - Auto Industry</p>
<p><u>Disclosure</u></p> <p>Confidentiality Agreement. Seller and BUYER have entered into an Agreement pursuant to which Seller has agreed to train certain employees of BUYER ("Students") for the purpose of servicing of the Products purchased by 'BUYER.</p>	<p>Anonymous - Office Technology Industry</p>

Clause	Company
<p>BUYER acknowledges that the Students will be exposed to confidential information of Seller pertaining to the Products, including but not limited to the contents of service manuals and other documentation ("Confidential Information") and agrees that such Confidential Information shall be maintained confidential and shall be used exclusively in connection with the provision of maintenance service of the Products purchased by BUYER.</p> <p>Buyer further acknowledges that all service documentation made available to it and to Students remains the property of Seller and agrees; (1) that such documentation shall not be copied in whole or in part; and (2) that such documentation shall be returned when BUYER no longer requires such for purposes of providing maintenance services.</p> <p>BUYER shall require Students to return all Seller service documentation to it when such Students are no longer assigned to servicing of Seller Products, or leave the employ of BUYER.</p> <p>BUYER shall further require all Students to execute a confidentiality agreement consistent with the foregoing prior to undergoing training by Seller, and shall so certify to Seller that each Student has done so prior to training of such Student.</p>	

Clause	Company
<p><u>Disclosure</u></p> <p>30.1 Confidential Information. Each party shall regard and preserve as confidential all information related to the business of the other party and its subsidiaries and affiliated companies and its or their clients that may be obtained from any source as a result of this Agreement. Neither party shall, without first obtaining the other's written consent, disclose to any person, firm or enterprise or use for its benefit any information relating to the pricing, methods, processes, financial data, lists, apparatus, statistics, programs, research, development or related information of the other, its subsidiaries or affiliated companies or its or their clients, concerning past, present or future business activities said entities.</p> <p>30.2 Notwithstanding the foregoing, the restrictions contained in this Section 30.1 shall not apply to an circumstances where it is established that the information deemed confidential:</p> <ul style="list-style-type: none"> <li>(a) is in the public domain;</li> <li>(b) has been provided by the disclosing parting ("Disclosing Party") to others without a requirement of confidentiality (except for any disclosure made by it in response to any governmental directive or order of any court);</li> <li>(c) is required to be disclosed by the party receiving the information from the other ("Receiving Party") pursuant to an order or any count or like entity, or the requirements of a regulatory or administrative agency with supervisory jurisdiction over the Receiving Party;</li> <li>(d) was received lawfully from a third party without an obligation of confidentiality;</li> <li>(e) was known to the Receiving Party prior to the disclosure by the Disclosing Party' and was not obtained in such circumstances subject to a requirement of confidentiality;</li> <li>(f) was developed independently and without the use of any information exchanged pursuant to this Agreement.</li> </ul> <p>30.3 Notwithstanding the foregoing, neither party shall be required to take any steps to keep confidential and prevent disclosure of any such information other than those steps each party normally lakes to protect its own similar confidential information.</p>	<p>Anonymous - Financial Industry</p>
<p><u>Disclosure</u></p> <p>Buyer Information/Orders. Buyer may, at its option, provide Vendor with certain confidential or proprietary information relating to Buyer's purchase and/or sale of Vendor's Merchandise. Vendor acknowledges that such information, together with any other information of or pertaining to Buyer provided to Vendor by Buyer or learned by Vendor as a consequence of the business relationship between Buyer and Vendor (the 'Buyer Information'), is provided and received in confidence, and Vendor must at all times preserve and protect the confidentiality</p>	<p>K-Mart</p>

Clause	Company
<p>thereof. Vendor agrees to take all necessary steps to ensure that the Buyer Information is not disclosed to, or used by, any person, association or entity, except Vendor's own employees having a need to know. Buyer makes no</p> <p>Warranty with respect to the buyer information or the accuracy or completeness thereof, and is providing same on an 'as is' basis; all implied warranties with respect to the buyer information, including those of merchantability and fitness for a particular purpose are excluded Vendor acknowledges and agrees that any sales forecasts, quantity purchase estimates or similar projections received from Buyer are not purchase commitments of Buyer, but rather represent estimates for planning purposes only, and that the Buyer has no obligation to purchase or otherwise compensate Vendor for any of Vendor's finished products, or unfinished raw materials, not covered by an Order.</p>	

Clause	Company
<p><u>Disclosure</u></p> <p>Disclosure. Unless otherwise agreed to in a writing signed by an authorized official of Buyer, any information disclosed to Buyer by Seller in connection with this purchase order such as through discussions with Buyer or in the form of brochures, descriptions, manuals, drawings or otherwise-whether or not labeled to indicate that the contents are of a proprietary or confidential nature - shall be considered as having been disclosed to and received by Buyer on a non-confidential basis as part of the consideration for this order. Buyer shall have no legal obligation to Seller not to use, and/or disclose such information except for obligations arising under patent laws.</p>	<p>Kodak</p>
<p><u>Disclosures</u></p> <p>Seller's Data. Any knowledge, information, drawings, designs, data or computer programs (herein called "Data") which Seller discloses to Buyer for this Order that Seller has not marked with a "proprietary" legend, shall not be considered proprietary to Seller or in any way restrict Buyer's use of such Data.</p> <p>Restrictions on use and disposal of data. Seller shall safeguard and keep confidential all designs, processes, drawings, specifications, reports, data and other technical or proprietary information and the features of all parts, equipment, tools, gauges, patterns and other items furnished or disclosed to Seller by Buyer or designed for Buyer in connection with the work performed and Products produced in accordance with this Order. Unless otherwise provided herein or authorized by Buyer in writing, Seller shall use such information and items, and the features thereof, only in the performance of this Order. Seller shall not sell or otherwise dispose of as scrap or otherwise, any completed or partially completed or defective Products without defacing or rendering such Products unsuitable for use. Upon completion or termination of this Order, Seller shall, at Seller's expense, return all such information and items to Buyer or make such other disposition thereof as may be directed or approved by Buyer. Buyer or Buyer's Customer shall have the right to audit all pertinent books and records of Seller in order to verify compliance with this Condition. In all lower-tier subcontracts for performance of work related to this Order, Seller shall include provisions which provide to Buyer and Buyer's Customer the same rights and protection as provided by this Condition.</p> <p>Access to buyer data bases or electronic communication lines. If this Order grants or otherwise provides for access to Buyer data bases or electronic communication lines, Seller understands that such access is granted solely for the purposes described or reasonably implied in this Order. Seller shall exercise due care to prevent unauthorized persons or third parties from gaining access to such data bases or communication lines and shall promptly report any inadvertent access by such</p>	<p>Northrop Grumman</p>

Clause	Company
<p>parties. Further, Seller shall report any inadvertent access to data bases or electronic communications beyond the scope of the access granted. Seller shall defend and hold harmless Buyer from and against all claims and actions, and all expenses incidental to such claims or actions, based upon or arising out of access by unauthorized parties caused or contributed to by Seller or anyone acting under its direction or control or in its behalf in the course of Seller's performance under this Order.</p>	

Clause	Company
<p><u>Disclosures</u></p> <p>Confidential and Proprietary Information and Intellectual Property</p> <p>A. Confidential and Proprietary Information. For the term of this agreement, the parties agree to respect as proprietary and confidential that information disclosed by the other party if such information is clearly marked or otherwise identified as "Confidential Information". The parties shall use all efforts reasonably necessary to safeguard the confidentiality of such information, and use at least the same efforts as they use to maintain their own proprietary and confidential information.</p> <p>For the term of this agreement, the parties shall have no right to disclose such confidential information to any third party without the prior written permission of an authorized officer of the other party. In case Supplier needs to disclose such technical information to a third party, Supplier shall cause such third party to abide by the same obligations as those which Supplier has assumed under this section. The reproduction of any documents or other tangible materials embodying such information shall be limited to the quantity reasonably required to meet the purposes outlined.</p> <p>The parties shall be under no obligation as to information which was or is either: (1) known to the party in advance of disclosure by the other party, as evidenced by pre-existing records of the other party; (2) in the public domain through no fault or breach by the party; (3) obtained by the party from a third party under no obligation to disclose such information; or (4) independently developed by the other party.</p> <p>The receiving party shall promptly surrender and return to the disclosing party all such confidential information (including copies of documents and other tangible materials embodying same) at the termination of this Agreement, or earlier if written demand is made by the disclosing party for return of such information, except as provided in this section or unless otherwise agreed.</p> <p>All information provided or communicated between the parties shall be and remain the property of the disclosing party. This agreement does not imply any waiver of any right or action under the patent, trademark, copyright, unfair competition, fair trade or related laws. In addition, Supplier agrees that for and during the term of this Agreement, and any extensions or modifications thereof or hereto, it will not manufacture Products for any company which manufactures engines, or parts and accessories thereto which, are used in the outboard marine</p>	<p>Outboard Marine</p>

Clause	Company
industry.	
<p><u>Disclosure (cont.)</u></p> <p>B. Trademark and Trade Name. Supplier is authorized to, and shall, affix to each Product where practical the trade name, trademarks, part numbers, and other instructions or information as specified by Buyer. Supplier, however, shall have no other right with respect to said trade names or trademarks. Supplier shall not, at any time prior to or following termination of this Agreement, sell any items bearing the trade name or trademarks, or having any distinctive appearance or feature associated solely with the Products made for Buyer, to anyone else without Buyer's prior written express approval. Supplier shall defend, indemnify and save harmless Buyer, it successors, assigns, agents, customers and users of its product against any and all costs, suits, claims, damages, demands or any other liability of any kind or nature whatsoever for actual or alleged infringement of any patents, trademarks, copyrights or trade secrets resulting from the manufacture, sale, use, cataloging or advertising of any article, material or service provided or furnished by Seller.</p> <p>C. Drawings. All drawings, models, specifications and other documents prepared by Supplier in connection with the goods or services covered by this purchase order shall become the property of Buyer. Thereafter, Buyer shall have full right to use such drawings, models, specifications and other documents for any purpose without any claim on Supplier's part for additional compensation for such use. Supplier shall not place any restrictive legend or proprietary notice on any of the foregoing which are inconsistent with the rights of Buyer hereunder, and Supplier hereby authorizes Buyer to obliterate or disregard any such legend or notice appearing on same.</p> <p>D. Improvements. Any modifications, improvements, or inventions made by Supplier or its employees or agents which relate to the Products covered by this Agreement are the property of Buyer, and Supplier agrees to execute and require its employees or agents to execute any documents, including such documents as patent disclosure, assignments and patent applications, necessary to reflect ownership of the rights in these modifications, improvements or inventions in Buyer.</p> <p>E. Publicity and Non-Disclosure. Neither Supplier nor Buyer shall issue or cause the publication of any press release or other announcement with respect to this Agreement or the transactions contemplated hereby without the consent of the other party hereto, which consent</p>	<p>Outboard Marine</p>



Clause	Company
<p>shall not be unreasonably withheld.</p> <p>F. Indemnity for Infringement of Intellectual Property. SUPPLIER agrees to indemnify and hold BUYER and its end users harmless against all claims that the Products or any process used by SUPPLIER to manufacture Products infringes any patent, copyright, trade secret, or other intellectual process of third parties.</p>	
<p><u>Disclosure (cont.)</u></p> <p>Supplier hereby represents to Buyer that it has no knowledge of any such claim of infringement. Each party hereby agrees to give the other party prompt written notice of any claim of infringement of which it hereafter becomes aware, in the manner provided in Section XII H. for notice.</p> <p>With respect to claims that the Products or process used by SUPPLIER to manufacture Products infringes any third parties' right, SUPPLIER shall assume the defense of any suit, action proceeding or objection based on any such claim of infringement brought against BUYER and/or its end users, and SUPPLIER at its own expense shall retain reputable counsel for the defense of such claims. In addition, SUPPLIER shall pay any judgement or damages assessed against BUYER and/or its end users in any final disposition of such suit, action, proceeding or objection. Alternatively, SUPPLIER shall pay the amount of any settlement of such claims to which it has consented.</p> <p>Buyer shall cooperate with Supplier in the defense of any claims of infringement. Supplier shall bear all of Buyer's expenses of cooperation in the defense of such claim, provided that Buyer shall bear the expense of the salaries of its own directors, officers, employees and agents whose time may be required in cooperation in the defense of such claim. Notwithstanding the foregoing, Buyer is free to retain at its own expense its own counsel in the defense of any such claim, and Supplier will not be responsible for the fees or expenses incurred through the use of such counsel.</p> <p>In the event of any claim of infringement, Supplier shall at its sole expense, take one of the following actions: (a) procure the right to continue the sale and use of the process, Products, and/or related documentation; (b) modify the infringing portions of the process, Products and/or documentation so as to make them noninfringing; or (c) defend any such claim of infringement which it reasonably and in good faith believes to be specious, and indemnify and hold harmless Buyer as provided in this Agreement.</p>	<p>Outboard Marine</p>

Clause	Company
The provisions of this heading shall survive any termination of this Agreement.	

Clause	Company
<p><u>Disclosure</u></p> <p>Proprietary Information/Confidentiality/Advertising - Supplier shall consider all information furnished by BUYER regarding this PO to be proprietary and shall treat the information with the same care Supplier affords its own proprietary information. Supplier shall not, without the written permission of BUYER, disclose any such information to any other party or use such information itself for purposes other than performing under this PO. This clause also applies to drawings, specifications or other documents prepared by Supplier for BUYER in connection with this PO. Supplier shall not advertise or publish that BUYER has contracted to purchase good and/or services from the Supplier. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Supplier to BUYER shall be deemed secret or confidential. Supplier recognizes that BUYER's employees have no implied authority to accept any information in confidence.</p>	<p>Pharmacia &amp; Upjohn Company</p>
<p><u>Disclosure</u></p> <p>Confidentiality. Seller shall hold in confidence and use only for Buyer's benefit any information furnished by Buyer or originated or developed by Seller in connection with this Order. Buyer shall have no obligation of nondisclosure or nonuse with respect to any information furnished by Seller, except as may be expressly set forth in an agreement signed by an officer of Buyer. Seller shall not in any manner advertise, publish or release for publication any statement mentioning Buyer or the fact that Seller has furnished or contracted to furnish Buyer the goods or services covered by this Order without first obtaining Buyer's written consent. Seller's obligations under this paragraph shall terminate five years after the completion, cancellation or termination of this Order</p>	<p>Anonymous - Metal Industry</p>
<p><u>Disclosure</u></p> <p>Confidentiality. Vendor shall not, without first obtaining Purchaser's written consent, (a) use the name or logo of Purchaser, its parent or affiliates, or any trade name thereof, (b) disclose the fact that purchaser has ordered the Goods, and (c) except as required for Vendor's performance, disclose any of the details associated with this Contract, the business practices or operations of purchaser, or Vendor's relationship with Purchaser to any third party</p> <p>Unless otherwise agreed in writing, no commercial or technical information disclosed or supplied by Vendor to Purchaser shall be deemed secret or confidential and Vendor shall have no rights against Purchaser with respect thereto.</p>	<p>Target</p>
<p><u>Disclosure</u></p> <p>Nondisclosures. If XXX discloses to Seller or grants Seller access to any research,</p>	<p>United Defense</p>

Clause	Company
<p>development, technical, manufacturing, economic or other business information or "know-how" containing trade secrets, confidential information, or patent information, whether reduced to writing or not, Seller will not use, duplicate, or disclose, in whole or in part, any such information to any other person, firm, or government, at any time, except as may be necessary, in the performance of this order, without XXX's written consent. Seller obtains no right or license and shall exercise no right or license in any drawings, specifications, goods, services or other information furnished by XXX under this order except to the extent Seller can demonstrate that such information, goods, or services were (i) independently developed at Seller's private expense without reference to XXX's trade secrets, confidential information or patent information and (ii) can be clearly segregated from information, goods or services furnished by XXX. In the event that the Seller supplies the same or similar goods and/or services to a third party that it is furnishing to XXX under this order, the parties agree that there is a refutable presumption that Seller has violated this restriction and that XXX has suffered irreparable harm.</p>	

Clause	Company
<p><u>Disclosure</u></p> <p>Confidential Information. Supplier agrees to treat as confidential all of ABC's confidential or proprietary information it may become aware of, including but not limited to, specifications, drawings, blueprints and business, financial or other technical data supplied by ABC in connection with the Order. Supplier shall not copy any such information without ABC's prior written approval, shall not disclose this information to any other person, shall not use the information for any purpose other than its performance under the Order, and shall return all information to ABC on completion or termination of the Order. Any information disclosed by Supplier to ABC in connection with the Order shall not be deemed to be confidential or proprietary information unless agreed to in writing by ABC.</p>	<p>Anonymous - Health Industry</p>
<p><u>Discounts</u></p> <p>Discounts. Cash discount period shall date from receipt of Seller's invoice or receipt of the goods and services, whichever is later.</p>	<p>Smith Fiberglass</p>
<p><u>Disputes</u></p> <p>Disputes and delays. Under no circumstances shall the Contractor cause any delay in the Work during any dispute as to the meaning of the Contract Documents as they pertain to the Work or to compensation, or because of any dissatisfaction of any decision of the Architect or XXX. The Contractor covenants and agrees that he will carry on the Work, and maintain the progress schedule during the pendency of any dispute. If XXX or the Contractor dispute, disagree with or desire to contest the Architect's decision, the Contractor shall, notwithstanding the dispute and the pursuit of its resolution, whether in court or otherwise, perform and carry on the Work and shall maintain the construction schedule in accordance with the Contract Documents. As to the particular matter in dispute, the Contractor shall comply with XXX' directive with regard thereto pending the resolution of the dispute by court or otherwise. The purpose of this Article is not to penalize the Contractor but to assure the timely completion of the Work.</p>	<p>Superior Essex</p>
<p><u>Disputes</u></p> <p>Labor disputes. Seller shall promptly notify Buyer of any actual or threatened labor dispute that may delay timely performance of this order, along with such information about the dispute as Buyer may request. Seller shall insert a clause substantially in the form of this paragraph (including this sentence) in any subcontract hereunder, where timely performance may be delayed by a labor dispute.</p>	<p>Nacco</p>
<p><u>Disputes</u></p>	<p>Northrop Grumman</p>

Clause	Company
Labor disputes. Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance of this Order, Seller shall immediately give notice to Buyer including all relevant information. Seller agrees to insert the substance of this Condition, including this sentence, in any lower-tier subcontract where a labor dispute might delay timely performance of this Order.	

Clause	Company
<p><u>Disputes</u></p> <p>Any claim, controversy, or dispute (hereinafter collectively referred to as "dispute"), that may arise under or in connection with this Order with respect to the rights, duties, or obligations of the Parties shall be reduced to writing and submitted for resolution to ascending levels of management of the respective Parties up to the Chief Executive Officers. Subject to Condition 19.E above (Changes), any dispute that cannot be resolved to both Parties' mutual satisfaction, after good faith negotiations, within ninety (90) calendar days from the date the written claim is received by the other Party, or such additional time as the Parties agree upon, in writing, may be settled by appropriate legal proceedings including, without limitation, arbitration or litigation. Any litigation shall be brought and jurisdiction and venue shall be proper only in a state or federal district court in Dallas County, Texas. Seller shall proceed diligently with performance pending resolution of any such Dispute by settlement or final judgment. By accepting this Order, Seller consents to this Condition in its entirety.</p>	<p>Northrop Grumman</p>
<p><u>Disputes</u></p> <p>Alternative Dispute Resolution. In order to expedite the prompt resolution of any dispute, controversy, claim or difference arising under this PURCHASE ORDER, SELLER and BUYER agree that, prior to instituting any legal proceedings, a good faith effort will be made to resolve disputes through negotiation for a period of not less than 60 days after notice of such dispute. If resolution is not reached, SELLER and BUYER may then utilize professional mediation services to assist in reaching resolution. If unsuccessful, BUYER elects, subject to concurrence by SELLER, that the dispute shall then be exclusively settled by binding arbitration applying Texas law in Houston, Texas in accordance with UNCITRAL Arbitration Rules by three arbitrators appointed in accordance with the said rules. The appointing authority shall be the President of the ICC Court of Arbitration in Paris. Judgment in respect of any arbitral award may be entered in any court of competent jurisdiction.</p>	<p>Shell</p>
<p><u>Disputes</u></p> <p>Labor disputes: 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 Purchaser.</p>	<p>Smith Fiberglass</p>
<p><u>Disputes</u></p> <p>Arbitration. Any controversies or disputes arising out of, or relating to this Contract or the</p>	<p>Target</p>

Clause	Company
<p>interpretation or breach hereof, shall, in Purchaser's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Purchaser's choice, in accordance with the laws of the State of Minnesota governing voluntary arbitrations. The location of such arbitration shall be in Minneapolis, Minnesota. Discovery shall be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative or precursor to arbitration. If this Contract governs an international transaction, the applicable state law regarding the arbitration at international disputes shall apply. The arbitrator shall agree to conduct proceedings under dig laws relating to arbitration cited above, or such other rules to which the parties mutually agree.</p>	
<p><u>Disputes</u></p> <p>Except as otherwise provided in this order, any dispute solely between the Buyer and Seller under this order, which is not disposed of by agreement, shall be decided by Buyer. Such decision shall be reduced to writing and a copy thereof mailed or, otherwise furnished to Seller. Within thirty (30) days after receipt of such copy, Seller may notify Buyer in writing of its disagreement with the decision, and in the absence of such notice, such decision shall be final. In the event of notice from Seller of its disagreement, as aforesaid, Buyer may appeal said dispute by pursuing any right or remedy it may have at law or in equity in any court of competent jurisdiction. Pending final outcome of such appeal, Seller shall proceed diligently with the performance of the order and in accordance with Buyer's decision.</p>	<p>United Defense</p>
<p><u>Disputes</u></p> <p>Mediation. The parties will work together in good faith to resolve any disputes relating to the Order. If the parties are unable to resolve the dispute within 30 days following the date one party sent written notice of the dispute to the other party, the parties may agree to participate in non-binding mediation.</p>	<p>Anonymous - Health Industry</p>



Clause	Company
<p><u>Drawings</u></p> <p>Information. Seller shall keep confidential any technical, process or economic information derived from drawings, specifications and other data furnished by Purchaser in connection with this P.O. and shall not divulge, export, or use, directly or indirectly such information for the benefit of any other party without obtaining Purchaser's written consent Except as required for the efficient performance of this P.O. Seller shall not make copies or permit copies to be made of such drawings, specifications, or other data without prior written consent of Purchaser.</p>	Anonymous - Outdoor Equipment
<p><u>Drawings</u></p> <p>Return of blueprints, drawing, tracings and photographs. Upon the completion or termination of this Contract, the Contractor as directed by XXX shall deliver or make other disposition of all blueprints, drawings and photographs, together with all original tracings and negatives of photographs furnished Contractor or produced by Contractor, in connection with the Work to be performed hereunder.</p>	Superior Essex
<p><u>Drawings</u></p> <p>Any drawings or sketches produced by Seller in the course of fulfilling this order shall be the sole property of Buyer without any additional remuneration.</p>	Kodak
<p><u>Drawings</u></p> <p>Drawings, plans, tools, etc.: Unless otherwise agreed in writing, any drawings, plans, specifications, tools and other materials supplied by Buyer in connection with the production of the goods ordered shall remain the property of Buyer and shall be returned upon demand. Seller shall keep such property safe and in good condition, and shall not use it except in connection with sales to Buyer. Any information disclosed by Seller respecting the design, manufacture, sale or use of the goods ordered shall be deemed to have been disclosed as part of the consideration for this order, and Seller shall not assert any claim (other than for patent infringement) against Buyer by reason of Buyer's use thereof.</p>	Nacco
<p><u>Electronic Commerce</u></p> <p>To the extent permitted by local law, the parties will conduct transactions using an electronic commerce approach under which the parties will electronically transmit and receive legally binding purchase and sale obligations ("Documents"), including electronic credit entries transmitted by Buyer to the Supplier account specified in the relevant SOW. Each party, at its own expense, will provide and maintain the equipment, software, services and testing necessary</p>	Anonymous - Technology Industry

Clause	Company
<p>for it to effectively and reliably transmit and receive such Documents. Either party may use a third party service provider for network services, provided the other party is given sixty (60) days prior written notice of any changes to such services. A Document will be deemed received upon arrival at the receiving party's mailbox or Internet address and the receiving party will promptly send an acknowledgment of such receipt. The receiving party will promptly notify the originating party if a Document is received in an unintelligible form, provided that the originating party can be identified. In the absence of such notice, the originating party's record of the contents of such Document will prevail. Each party will authenticate Documents using a digital signature or User ID, as specified by Buyer, and will maintain security procedures to prevent its unauthorized use.</p>	
<p><u>Electronic Commerce</u></p> <p>Acceptance. Promptly following its receipt of each EDI Document, Recipient shall furnish or cause to be furnished to Originator either (i) a "functional acknowledgment" indicating that the EDI transmission has been received, (ii) a rejection of the EDI transmission if an EDI transmission which is not syntactically correct has been received or (iii) a notice of the receipt of a transmission in unintelligible or garbled form, as provided in Section 3(c) herein. Such functional acknowledgment or rejection shall be furnished via an EDI transmission. Recipient's functional acknowledgment of an EDI Document shall not be deemed to be an acceptance by Recipient of the contents of such EDI Document. If an EDI Document is not accepted by Recipient as transmitted, Recipient shall promptly, by EDI or hard copy document, at Recipient's option, (i) acknowledge the receipt thereof and decline to accept the contents of such EDI Document so transmitted or (ii) acknowledge the receipt thereof and make a counteroffer.</p> <p>Notwithstanding anything in this Agreement to the contrary, Recipient shall not be deemed to have accepted the contents of any EDI Document transmitted by Originator unless and until Recipient furnishes Originator with Recipient's acknowledgment form or such other appropriate document indicating such acceptance.</p> <p>3(c). If any transmitted EDI Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received document) in a reasonable manner. In the absence of such a notice, and upon receipt of Recipient's acknowledgement form, the originating party's records of the contents of such document shall control.</p>	<p>Outboard Marine</p>
<p><u>Electronic Commerce</u></p>	<p>Caterpillar</p>

Clause	Company
<p>Assignment. Neither party shall, without the prior written consent of the other, assign any of his rights or obligations under this Agreement to any other person, firm or company except to his legal successor or to any person, firm or company acquiring all or substantially all of the business and assets of such party or except to a corporation which is a subsidiary or holding company of such holding company. For the purposes of this Agreement a company shall be deemed to be a subsidiary of another if that other either:</p> <ul style="list-style-type: none"> <li>a) is a member of it and controls the composition of its board of directors; or</li> <li>b) holds more than half in nominal value of its equity share capital; or</li> <li>c) the first mentioned company is a subsidiary of any company which is that other's subsidiary, and a company shall be deemed to be another's holding company if the other is its subsidiary.</li> </ul>	
<p><u>Electronic Commerce</u></p> <p>Confirmation of Receipt of Messages. Except where receipt of Messages is automatically confirmed, the sender of a Message may request the recipient to confirm receipt of the Message. When the recipient has received such a request for confirmation he must send it without unreasonable delay. Each party shall process or deal with Messages in a timely manner.</p>	Caterpillar
<p><u>Electronic Commerce</u></p> <p>Definitions. "EDI" - Electronic Data Interchange (EDI) is the electronic exchange of data contained in normal business transactions, in a standard format.</p> <p>"Nonstandard Data" - The format of the nonstandard data could include all XXX supported file organizations. The record format will be indicated by the RECFM parameter. The valid RECFM parameters are:</p> <ul style="list-style-type: none"> <li>U- records are of an undefined length</li> <li>V- records are of a variable length</li> <li>VS- records are of a variable length and spanned</li> <li>VBS- records are of a variable length, blocked and spanned</li> <li>F- records are of a fixed length</li> </ul> <p>"Message" - business data structured in accordance with EDI standards and transmitted electronically. "Trade Data Log" - the complete record of trade data exchanged, representing the Messages between parties.</p>	Caterpillar

Clause	Company
<p>"Transaction" - information that is contained in a conventional printed document. This data is exchanged in order to convey meaning between parties engaged in EDI, and consists of specific groups of information that represent a business document.</p> <p>"Mailbox" - the electronic means of storing and forwarding EDI messages.</p> <p>"Sponsor" - the responsible party within Provider's organization that interfaces directly with the Trading Partner.</p> <p>"Resources" - confidential information, computer data, computer software and hardware, data processing equipment and other resources, which Provider considers confidential and/or sensitive.</p>	
<p><u>Electronic Commerce</u></p> <p>Electronic Interchange of Business Information. This Agreement covers the interchange of business data by direct electronic or computer systems communication between Provider and Trading Partner.</p>	Caterpillar
<p><u>Electronic Commerce</u></p> <p>Enforceability. The parties agree not to contest the validity or enforceability of electronically transmitted documents containing an Identification Symbol under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Such documents, if introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, shall be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of printed versions of such documents under the business records exception to the hearsay rule or the best evidence rule on the basis that such documents were not originated or maintained in documentary form.</p>	Outboard Marine
<p><u>Electronic Commerce</u></p> <p>Force Majeure. Neither Party shall be deemed to be in breach of this Agreement or otherwise be liable to the other, by reason of delay in performance, or nonperformance, of any of its obligations hereunder to the extent that such delay on nonperformance is due to any Force Majeure cure of which he has notified the other party; and the time for performance of that obligation shall be extended accordingly.</p>	Caterpillar

Clause	Company
<p>For the purposes of this clause "Force Majeure cure" means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation any strike, lockout or other form of industrial action.</p>	
<p><u>Electronic Commerce</u></p> <p>Force Majeure. Neither party shall be liable for any failure to perform its obligations hereunder in connection with any EDI transaction or any EDI Document where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from electronically transmitting or receiving documents.</p>	<p>Outboard Marine</p>

Clause	Company
<p><u>Electronic Commerce</u></p> <p>Information to be Transmitted. The specific transactions to be transmitted between Provider and Trading Partner will be mutually agreed to by both parties. The affected transactions are subject to change as EDI transactions and business needs continue to be defined.</p>	Caterpillar
<p><u>Electronic Commerce</u></p> <p>Integrity of Messages. Each party accepts the integrity of all Messages and agrees to accord these the same status as would be applicable information sent by other than electronic means, unless such Messages can be shown to have been corrupted as a result of technical failure on the part of machine, system or transmission line.</p> <p>Where there is evidence that a Message has been corrupted (garbled in transmission) or if any Message is identified or capable of being identified as incorrect, it shall be retransmitted by the sender as soon as practicable with a clear indication that it is a corrected Message.</p> <p>Notwithstanding that the sender is responsible and liable for the completeness and accuracy of a Message, the send will not be liable for the consequences of an incomplete or incorrect transmission if the error is or should in all the circumstances be reasonably obvious to the recipient. In such event the recipient must immediately inform the sent thereof.</p> <p>If the recipient has reason to believe that such a Message is not intended for him, he should take reasonable action t inform the sender and should delete the information contained in such a Message from his system.</p>	Caterpillar
<p><u>Electronic Commerce</u></p> <p>Payment of Network Charges. Network charges will be billed to _____ the Provider's sponsor of the Trading Partner. The sponsor has the right to pass some or all of these charges on to the Trading Partner if they so choose.</p> <p>The terms of such a charge-back will be negotiated between the sponsor and Trading Partner outside of this Agreement. If other charges will occur to Provider as a result of the Trading Partner using an interconnection network other that one directly linked to Provider, prior approval of the EDI connection is required by the Provider Corporate EDI Project Manager.</p>	Caterpillar
<p><u>Electronic Commerce</u></p> <p>EDI Purchase Orders</p> <p>(a) At CUSTOMER's option, the parties agree to develop an Electronic Data Interchange (EDI)</p>	Anonymous - Telecom Industry (5)

Clause	Company
<p>for the communication of purchase orders, acknowledgements, subsequent invoicing or other data. All electronically exchanged documents shall be channeled through one or more Third Party Networks (TPNs). Each party will arrange and pay its own expenses for the transmission of electronic documents. Either party may change its TPNs with thirty (30) days' prior written notice to the other. Each party agrees. to provide the other access codes necessary to establish connections. Each party shall adopt reasonable security procedures to ensure that (1) documents transmitted electronically are authorized; (ii) its business records and data are protected from improper use; and (iii) the security of access codes and electronic identification codes is maintained.</p> <p>(b) If the sending party has the capacity to receive acknowledgements electronically, then, upon receipt of an electronic document, the receiving party shall promptly issue an acknowledgement to the sending party solely for the purpose of acknowledging receipt of the document. Otherwise, the receiving party shall provide written acknowledgements to the sending party.</p> <p>(c) The parties agree that a document properly transmitted electronically, including a party's identification, shall be the same as a signed writing, created in the ordinary course of the sending party's business, at or near the time of the events recorded, and transmitted by a person with knowledge of the events. When the document is printed from the electronic records, the document shall be considered an original document. Neither party shall contest the validity of the document on the grounds that it fails to meet the common law statute of frauds or the statute of frauds found in Section 2-201 of the Uniform Commercial Code, that it fails to meet the business records exception to the hearsay rule or that it fails the best evidence rule because it is not an original document.</p>	

Clause	Company
<p><u>Electronic Commerce</u></p> <p>Security Agreement for Use of Access to Provider's Resources</p> <p>The Trading Partner shall:</p> <p>a) maintain in confidence any information of a confidential nature to which you are exposed, including technical and business information, software code, computer Systems, passwords and telephone numbers, using at least the same degree of care you use to protect your own information of like kind, which in no event shall be less than reasonable. Information disclosed by Provider shall not be deemed proprietary information subject to this Agreement if the information (a) was already in your possession prior to its receipt from Provider; (b) is or becomes available to the general public through no act or fault of yours; or (c) is rightfully disclosed to you by third party.</p> <p>b) not copy, reverse engineer, disclose, publish, distribute or alter any Resources, except as necessary, or use the same for the purpose other than for which you were given access.</p> <p>c) not access any Resources except those which you have been expressly authorized.</p> <p>d) access to and use of RESOURCES may be performed on or off your business premises; provided that, any such access and use shall be only under your control and direction You shall not allow any access or use of RESOURCES other than through your business' or XXX's computer hardware and software of other data processing equipment. In no event shall any such access or use occur through one of your employee's own computer hardware and software or other data processing equipment.</p> <p>e) lock up or otherwise ensure the security of any Resources when the same is not in active use by you.</p> <p>f) not perform any work of a confidential nature in the presence of or where it can be observed by unauthorized parties.</p> <p>g) immediately return to Provider all Resources when your need for them ceases, or earlier upon Provider request</p> <p>h) not disclose to Provider any information in confidence unless we otherwise first agree in writing.</p> <p>i) make employees, agents and subcontractors who may be exposed to Resources aware of these terms and obligations and wit! also he responsible for their compliance.</p>	<p>Caterpillar</p>
<p><u>Electronic Commerce (cont.)</u></p> <p>Security of Data (cont.)</p> <p>The Trading Partner shall:</p>	<p>Caterpillar</p>



Clause	Company
<p>a) take reasonable care to ensure that Messages are secure, and prevent unauthorized access to its system;</p> <p>b) ensure that Messages containing confidential information as designated by Provider, are maintained in confidence and are not disclosed to any other unauthorized person or used by the recipient other than for the purposes of a Trade Transaction. Any authorized disclosure to a third party shall be on the same terms as to confidentiality as contained in this Clause;</p> <p>c) protect and maintain confidentiality of Passwords used for EDI access;</p> <p>d) provide adequate protection for password security;</p> <p>e) maintain confidentiality, security, care and diligence with EDI transactions, as with paper business documents</p> <p>The parties shall apply special protection, where permissible, by encryption or by other agreed means, to those messages which the parties agree should be so protected. Unless the parties otherwise agree, the recipient of a Message so protected shall use at least the same level of protection for any further transmission of the Message.</p>	
<p><u>Electronic Commerce</u></p> <p>Storage of Data. The Trade Data Log, which includes all Messages sent or received, shall be maintained by each party without any modification.</p> <p>Subject to any requirements of the national law in the country of the party maintaining a Trade Data Log, the parties may agree to a period during which the Trade Data Log must be stored unchanged. In the absence of such agreement, a party shall have the right to maintain its Trade Data Log for such period as it thinks fit.</p> <p>The Trade Data Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the data can be readily retrieved and presented in readable form.</p> <p>Each party shall be responsible for making such arrangements that may be necessary for the data contained in the Trade Data Log to be prepared as a correct record of the Messages as sent and received by that party.</p>	Caterpillar
<p><u>Electronic Commerce</u></p> <p>Trading Partner Software. It Shall be the Trading Partner's responsibility to provide, at it's own expense, the computer operating systems to process EDI business transactions and to update their software according to the specifications given by Provider.</p>	Caterpillar
<p><u>Electronic Commerce</u></p>	Caterpillar

Clause	Company
<p>Verification of Messages. All Messages must identify the sender and recipient(s) and must include a means of verifying the completeness and authenticity of the Message either through a technique used in the Message itself or by some other means provided for in the Adopted Protocol.</p> <p>Parties may by Agreement also use higher levels of authentication to verify the completeness and authenticity Message.</p>	
<p><u>Electronic Commerce</u></p> <p>Waiver.</p> <p>No Waiver. No forbearance by any party of the required performance of any provision of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it. No waiver by any party of any breach or default hereunder shall constitute or be deemed to be a waiver of any breach or default, whether of the same or similar nature or of any other nature, or a waiver of the provision or provisions breached or with respect to which such default occurred. No waiver of any of the terms or conditions of this Agreement shall be effective or binding unless such waiver is in writing and is signed by the party claimed to have given, consented to, or suffered it.</p>	Outboard Marine
<p><u>Entire Agreement</u></p> <p>Complete Agreement. This Agreement contains the complete and exclusive statement of the terms of the agreement between Buyer and Seller with respect to the Goods, and supersedes and merges any prior or contemporaneous agreements, commitments, proposals, representations or communications, oral or written, with respect to the Goods.</p>	Boeing
<p><u>Entire Agreement</u></p> <p>These General Terms and Conditions and the BUYER Supply Agreement supersede all prior discussions, understandings and agreements between the parties with respect to the matters contained herein and in the BUYER Supply Agreement, and contain the sole and entire agreement between the parties hereto with respect to the transactions contemplated hereby and by the BUYER Supply Agreement.</p>	Anonymous - Restaurant Industry
<p><u>Entire Agreement</u></p> <p>No agreement or understanding to modify or supplement any Purchase Order or these terms and conditions shall be binding upon Buyer unless in writing and signed by Buyer's authorized agent. Any modifications proposed by Seller are not part of the agreement absent such written</p>	Caterpillar

Clause	Company
<p>agreement. All specifications, drawings, and data submitted to Seller in connection with an Purchase Order are a part of the agreement of the parties relating to that Purchase Order.</p>	
<p><u>Entire Agreement</u></p> <p>The terms and conditions set forth below together with those appearing on the face of this purchase order or on any attachments hereto (collectively the "Order") constitute the complete and exclusive agreement between XXX and the seller identified on the face of this Order ("Seller"). All references in this Order to "XXX" shall mean only the XXX entity issuing this Order.</p> <p>This Order takes precedence over any additional or different terms and conditions of Seller, to which objection is hereby made by XXX. No modification of this Order shall be binding on either party unless in writing and signed by an authorized representative of each party.</p>	<p>Hewlett Packard</p>
<p><u>Entire Agreement</u></p> <p>Entirety of Agreement. The terms and conditions of any and all exhibits and attachments to this A representations, whether written or oral, between the parties with respect to the subject matter hereof.</p>	<p>Anonymous - Financial Industry</p>
<p><u>Entire Agreement</u></p> <p>Governing provisions. This order is not an acceptance of any offer to sell, but is an offer to buy. When accepted by Seller (whether by return of a signed acknowledgment on the duplicate copy hereof, by shipping the goods, or by any other expression of acceptance, this order will constitute the entire agreement between the parties (except for any additional warranties given by Seller), superseding all previous negotiations and communications.) Buyer agrees to purchase the described goods only upon Seller's acceptance of all the terms and conditions of this order, and Buyer objects to any different or additional terms which Seller may propose (other than additional warranties), except as expressly agreed in writing.</p>	<p>Nacco</p>
<p><u>Entire Agreement</u></p> <p>This Purchase Order contains the entire agreement of XXX and the Seller and incorporates terms and conditions governing the sale. It is to be accepted only on those terms; no contrary or additional terms in any acknowledgment, invoice or correspondence of Seller will be part of any contract of sale between XXX and Seller unless specifically accepted and made a part hereof by written acknowledgement from XXX. Modification or amendment to this Purchase Order can only be made by a written memorandum signed by both parties.</p>	<p>Nalge</p>

Clause	Company
<p><u>Entire Agreement</u></p> <p>Complete agreement. This Order is intended by the Parties as a final expression of their agreement and is the complete and exclusive statement of all terms and conditions of agreement. No course of prior dealings between the Parties, and no usage of trade, shall be relevant to supplement or explain any term used in this Order.</p>	<p>Northrop Grumman</p>
<p><u>Entire Agreement</u></p> <p>This Agreement constitutes the entire and integrated agreement between the parties and supersedes all prior negotiations, understandings, and agreements with respect to the transactions contemplated hereby.</p>	<p>Outboard Marine</p>

Clause	Company
<p><u>Entire Agreement</u></p> <p>This PO and any documents referred to on the face hereof constitute the entire agreement between the parties and supersedes all prior understandings, transactions and communications, whether oral or written, with respect to the goods and/or services referred herein. Any modifications, alteration or amendment of this purchase order must be in writing and signed by an authorized agent of BUYER.</p>	Pharmacia & Upjohn Company
<p><u>Entire Agreement</u></p> <p>General. This Order contains the entire agreement of the parties with respect to the goods or services covered by this Order, and all previous contracts. Purchase orders, proposals, discussions and communications relating to the goods or services covered by this Order are superseded except to the extent that they have been incorporated by direct reference. This Order may not be amended without Buyer's written consent. If any provision of this Order, whether a paragraph sentence or a portion thereof, is determined by a court of competent jurisdiction to be null and void or unenforceable, such provision shall be deemed to be severed and the remaining provisions of this Order shall remain in full force and effect. The headings in this Order are for convenience of reference only and shall not effect its interpretation or construction.</p>	Anonymous - Metal Industry
<p><u>Entire Agreement</u></p> <p>The terms contained in this Agreement, and any Orders, including all exhibits and subordinate documents attached to or referenced in the Agreement or any Orders, will constitute the entire integrated Agreement between Supplier and Buyer with regard to the subject matter. The Agreement will supersede all prior oral and written communications, agreements, and understandings of the parties, if any, with respect hereto. Acceptance of Material or Services, payment or any inaction by Buyer shall not constitute Buyer's consent to or acceptance of any additional or different terms from that stated in this Agreement, except for terms in an Order placed by Buyer and signed by both Parties. Estimates furnished by Buyer shall not constitute commitments.</p>	Anonymous - Telecom Industry (2)
<p><u>Entire Agreement</u></p> <p>This order constitutes the entire agreement between Seller and Purchaser with respect to the goods and services to be furnished hereunder and shall supersede all previous negotiations, commitments and writings, unless specifically included by reference herein.</p>	Smith Fiberglass
<p><u>Entire Agreement</u></p>	United Defense

Clause	Company
<p>This contract, sometimes herein referred to as "the order" or "this order" includes the Purchase Order, these General Terms and Conditions, and all attachments referred to herein and in the Purchase Order and contains the entire agreement of the parties. There is no verbal understanding Or agreement that modifies or changes in any way any of the foregoing Conditions.</p>	

Clause	Company
<p><u>Evergreen</u></p> <p>Automatic Renewal. These General Terms and Conditions shall remain in effect throughout the Term and shall automatically renew and be effective throughout (a) any extensions of the Term of the Supply Agreement, and (b) during the term of any supply agreement hereinafter entered into by and between BUYER and Supplier regardless of any lapse of time between the expiration of the Term of the Supply Agreement and the execution of a new supply agreement, unless these General Terms and Conditions are replaced or superseded by new and/or modified or amended terms and conditions of supply that are executed by both BUYER and Supplier.</p>	<p>Anonymous - Restaurant Industry</p>
<p><u>Evergreen</u></p> <p>Indemnity. Seller shall indemnify, defend, and hold Buyer, its subsidiaries, affiliates, directors, officers, employees and agents harmless from and against all claims, demands, liabilities, fines, penalties, loss, damage, cost, and expense, of whatsoever nature, including attorneys' fees, arising from or in any way connected with the injury or death of any person or loss or damage to property as a consequence of, or attributable to, any defect of design, material, or workmanship of Product or failure of Product to conform with Seller's and Buyer's specifications, drawings, and data.</p>	<p>Caterpillar</p>
<p><u>Evergreen</u></p> <p>This Agreement shall become effective on the date the last party signs and shall remain in effect until either party Terminates or Cancels it.</p> <p>Either Supplier or Buyer may terminate this Agreement upon thirty (30) days prior written notice to the other setting forth the effective date of such Termination. Except as otherwise specified in this Agreement, the Termination, Cancellation, or expiration of this Agreement shall not affect the obligations of either party to the other party pursuant to any Order previously executed hereunder, and the terms and conditions of this Agreement shall continue to apply to such Order as if this Agreement had not been Terminated or Canceled.</p>	<p>Anonymous - Telecom Industry (2)</p>
<p><u>Evergreen</u></p> <p>Price Containment. Both Seller and Buyer are committed to controlling and reducing costs, and both recognize that effective cost control is of the essence to this Agreement. While this Agreement is in effect, Seller will maintain a cost control and reduction program with respect to Product, and will review costs on a regular basis for progress toward the objective of maintaining or reducing Seller's prices to Buyer. A constant interaction between Buyer's and Seller's engineering personnel is essential. All cost savings, whether through the efforts of</p>	<p>Caterpillar</p>

Clause	Company
<p>Seller or Buyer, will be shared on a 50/50 basis. Any cost increases must be documented and approved in advance, in writing by Buyer.</p> <p>Product Prices. Prices will be as shown in Exhibit A. Exhibit A may be modified from time to time by the signed written agreement of both parties.</p>	
<p><u>Evergreen</u></p> <p>Termination. Buyer may terminate this Agreement at any time, either totally or partially, in the event:</p> <p>a. Quality - Products do not consistently meet Buyer's technical, quality, reliability, and other specifications as they exist today and are communicated to Seller from time to time, or Seller fails to maintain its status as a XXX certified supplier (including maintaining a current quality plan). Buyer will not be liable for any expenses, material, tooling, labor, or burden due to substandard quality.</p> <p>b. Delivery - Seller does not meet all Buyer schedules with timely shipments and daily shipments, if required. Buyer should not have to expedite normal deliveries. It is the obligation of the Seller to maintain an up to schedule condition after a reasonable time period. That time period will be agreed upon by Seller and Buyer for each part number listed in Exhibit A. Upon cases of non-delivery, in addition to any other rights hereunder or provided by law, Buyer has the right to purchase the needed part or product on the open market, with Seller agreeing to pay Buyer the "cost-to-cover" charges.</p> <p>c. Competitiveness - Seller fails to be responsive to the market place or fails to remain competitive on a world-wide basis with other manufacturers of comparable parts or products in terms of price, quality, quantity, availability, engineering, services, technology, reliability, and timely delivery.</p> <p>d. Seller Insolvency - Seller shall become insolvent or otherwise generally be unable to pay debts as they come due, or make a general assignment for the benefit of creditors.</p> <p>e. Seller Bankruptcy - A petition under any bankruptcy act or similar statute is filed by a creditor or Seller and is not vacated within ten (10) days through court order,</p> <p>f. Default Generally - Default by Seller in any obligation owed by Seller to Buyer.</p> <p>Buyer's decision on termination shall be final. Buyer will be reasonable in making the final decision.</p>	<p>Caterpillar</p>
<p><u>Evergreen</u></p> <p>Warranty. Seller warrants that each Product shall be in full conformity with Seller's and Buyer's specifications, drawings, and data. This warranty shall run concurrently with Buyer's warranty period set forth in the standard "XXX Warranty" attached hereto as Exhibit C. With respect to</p>	<p>Caterpillar</p>



Clause	Company
<p>each Product which does not comply with Seller's warranty and which exposes Buyer to liability under Buyer's warranty, Seller shall reimburse or credit Buyer for one hundred percent (100%) of the costs Buyer incurs in honoring its warranty, subject to the limitations set forth below. The procedures for processing warranty claims will include the following:</p> <ul style="list-style-type: none"> <li>a. A monthly statement of Buyer's warranty costs, including notice of specific Product failures, and summary information on the causes of such failure, will be sent by Buyer to Seller;</li> <li>b. Failed Product shall not be returned to Seller unless Seller specifically requests such return at Seller's sole expense.</li> </ul> <p>Buyer's reimbursable warranty costs shall be limited to the XXX dealer net cost of Product, labor costs for removal or replacement of Products, or in some instances the cost of labor required to repair Product in lieu of replacement.</p> <p>Claims for Buyer's "Product Improvement Programs" (PIP), "Product Support Programs" (PSP), "Extended Warranty" and other policy actions are to be negotiated on a case-by-case basis by both parties. Participation in these programs will be based on an amount mutually agreed to by Seller and Buyer.</p>	

Clause	Company
<p><u>Force Majeure</u></p> <p>Contingency (Force Majeure). Except for the obligation to pay, neither of the Parties shall be held responsible for any delay or failure in performance hereunder caused by causes beyond such party’s control, including but not limited to, fires, strikes, embargoes, requirements imposed by Government regulation, civil or military authorities, acts of God or by the public enemy. However, Seller's delay or failure to perform shall not be excused by a default of any of its subcontractors or Seller unless such default arises out of causes beyond the control of both Seller and its subcontractor or Seller and without the fault or negligence of either of them, and unless the supplies or SERVICES to be furnished by such subcontractor or Seller are not obtainable from other sources. If such contingency occurs, the party injured by the other's inability to perform may elect to: (a) terminate this Agreement or part thereof as to MATERIAL and/or SERVICES not already received; (b) suspend this Agreement for the duration of the delaying cause, buy or sell elsewhere MATERIAL and/or SERVICES to be bought or sold hereunder, and deduct from any commitment the quantity brought or sold or for which commitments have been made elsewhere; or (c) resume performance hereunder once the delaying cause ceases with an option in the injured party to extend the period hereunder up to the length of time the contingency endured. Unless written notice is given within thirty (30) days after such injured party is apprised of the contingency, (b) shall be deemed selected. Buyer’s obligation to pay shall be suspended during the existence of a Force Majeure condition if the Force Majeure condition is such as to make it commercially impracticable for Buyer to make the required payments hereunder or if making the required payments hereunder would cause a material deterioration in Buyer's financial condition, and shall continue only to the extent that the Force Majeure condition continues. Promptly after the Force Majeure condition ceases to exist Buyer will pay Seller all sums due and owing, but unpaid, during the existence of the Force Majeure condition.</p>	<p>Anonymous - Telecom Industry (4)</p>
<p><u>Force Majeure</u></p> <p>Neither party shall be liable for any delay or failure to deliver or accept any or all of the Goods where such delay or failure is cause by fire, flood, other act of God, act of war, labor disturbance or other event beyond such party’s control (“Force Majeure”).</p>	<p>Boise</p>
<p><u>Force Majeure</u></p> <p>Force Majeure and Breach by Supplier. In the event that Supplier is unable or unwilling to strictly fulfill its obligations under the Buyer Supply Agreement or these General Terms and Conditions or to otherwise supply Approved Products to the System for any period of time</p>	<p>Anonymous - Restaurant Industry</p>

Clause	Company
<p>strictly as required by the BUYER Supply Agreement, for any reason, whether or not due to force majeure or other reasons beyond the control of Supplier, BUYER may, without incurring liability to Supplier and without extending the term of the BUYER Supply Agreement, immediately and without notice to Supplier, elect to obtain replacement for the Approved Products required to be supplied by Supplier pursuant to the BUYER Supply Agreement and may enter into contracts for the supply of such Approved Products for such periods and in such amounts, as BUYER shall determine, in its sole discretion, are in the best interest of the System and Supplier shall be liable for the additional expense of BUYER or the Restaurants in effecting such replacements, including but not limited to the increased cost thereof If the inability to strictly fulfill its obligations under the BUYER Supply Agreement and the BUYER General Terms and Conditions is not the fault or partial fault of the Supplier, the Supplier shall immediately deliver to BUYER written notice of the anticipated duration of the inability and proposed resolution of the required performance. BUYER may, in its sole discretion, accept such proposed resolution, propose its own resolution or if determined by BUYER, in its sole judgment, to be necessary in the best interest of the System, BUYER may terminate the BUYER Supply Agreement without liability to Supplier. If BUYER proposes its own solution, it shall be promptly accepted by the Supplier and become part of the BUYER Supply Agreement or BUYER may, at its sole option, terminate the BUYER Supply Agreement without waiver or reduction of the amounts due from Supplier under the BUYER Supply Agreement or these BUYER General Terms, including but not limited to the first sentence of this Section. Unless specifically stated to the contrary in the BUYER Supply Agreement, if BUYER does not elect to terminate the BUYER Supply Agreement, BUYER shall have no obligation to extend the term of the BUYER Supply Agreement or replace any volume of Approved Product which were obtained by BUYER from other sources as a result of the inability or unwillingness of the Supplier to fulfill its obligations under the BUYER Supply Agreement, these General Terms and Conditions or otherwise. The election by BUYER to obtain replacement for the Approved Products and/or to terminate the BUYER Supply Agreement shall not be deemed to be a waiver of any damages which may be due to BUYER as a result of a breach by Supplier of the BUYER Supply Agreement, these General Terms and Conditions or any other obligation of Supplier to BUYER.</p>	

Clause	Company
<p><u>Force Majeure</u></p> <p>Neither party shall be liable to the other for failure to fulfill its obligations hereunder because of any cause beyond the reasonable control of the party so failing to fulfill its obligations and not due to its fault or negligence, including any practical inability to use the goods or services purchased hereunder or to make, use or sell any products manufactured, formulated or processed from the goods or services. The impeded party shall give to the other party prompt notice and the estimated duration of such cause. In the event Seller is impeded from delivering goods or rendering services by reason of such cause, Buyer may elect to extend the period for delivery of goods or rendering of services by the period of delay resulting from such cause or to reduce the quantity of goods ordered hereunder by the deliveries or portions hereof omitted during such period; omit such cause continues for more than thirty days. Buyer may terminate this order or the contract formed upon its acceptance.</p>	ELF Atochem
<p><u>Force Majeure</u></p> <p>(a) Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, acts of God, strikes, slowdowns, picketing, boycotts, or any other circumstances beyond its reasonable control and not involving any fault or negligence of the party affected (Condition). If any such Condition occurs, the party delayed or unable to perform shall promptly give written notice to the other party and, if such Condition remains at the end of thirty (30) days, the party affected by the other's delay or inability to perform may elect to (i) terminate such purchase order or part thereof, or (ii) suspend such purchase order for the duration of the Condition, and if CUSTOMER is the suspending party, buy elsewhere comparable material to be sold under such purchase order, and apply to any commitment the purchase price or such purchase, and resume performance of such purchase order once the Condition ceases, with an option in the affected party to extend the period of this Agreement up to the length of time the Condition endured.</p> <p>(b) Unless written notice is given within thirty (30) days after the affected party is notified of the Condition, (a) (ii) above shall be deemed selected.</p>	Anonymous - Telecom Industry (5)
<p><u>Force Majeure</u></p> <p>Prevention of performance. Seller shall not be liable for damages when deliveries are delayed or prevented by strike, fire, riot, war, rebellion, insurrection, acts of God, failure or shortage of transportation facilities, governmental regulations or other causes beyond the control of Seller.</p>	Anonymous - Health Industry (2)

Clause	Company
<p>In the event Seller shall not be able to adequately supply the needs of Buyer hereunder for any reason included in the above enumerated causes, Seller shall so inform Buyer and Buyer shall have the right to cancel any outstanding purchase order without penalty.</p>	
<p><u>Force Majeure</u></p> <p>Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not be way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disaster, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days. During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase goods from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods from other sources in quantities and at times requested by Buyer and at the price set forth in this order. If requested by the Buyer, Seller shall, within ten (10) days of such request, provide adequate assurances that the delay shall not exceed thirty (30) days. If the delay lasts more than thirty (30) days or Seller does not provide adequate assurance that the delay will cease within thirty (30) days. Buyer may immediately cancel the order without liability.</p>	<p>Anonymous - Auto Industry</p>
<p><u>Force Majeure</u></p> <p>Neither party will be in default or liable for any delay or failure to comply with this Agreement due to any act beyond the control of the affected party, excluding labor disputes, provided such party immediately notifies the other.</p>	<p>Anonymous - Technology Industry</p>
<p><u>Force Majeure</u></p> <p>Excusable Delay. In no event shall either party be liable to the other for any delay or failure to perform hereunder, which delay or failure to perform IS due to acts of God; acts of the public enemy; acts of the United States of America; or any State, territory or political subdivision thereof; or fires; or floods.</p> <p>Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming the excusable delay.</p> <p>Performance times under this Agreement shall be considered extended for a period of time</p>	<p>Anonymous - Financial Industry</p>

Clause	Company
<p>equivalent to the time lost because of any delay which is excusable hereunder: provided, however, that, If any such delay shall, in the aggregate, last for a period of more than thirty (30) days, the party not relying on the excusable delay, at its option, may immediately terminate this Agreement and/or the applicable purchase order(s) by written notice to the other party, under the provision contained herein.</p>	
<p><u>Force Majeure</u></p> <p>Excusable failure or delay. Seller shall not be held responsible for failure of or delay in delivery nor Buyer for failure or delay in accepting material hereunder if such failure or delay is due to act of God or the public enemy, war, governmental acts or regulations, fire, flood, embargo, quarantine, epidemic, labor strikes, accident, unusually severe weather, or other cause, either similar or dissimilar to the foregoing, beyond its control. In the event of failure of or delay in delivery or acceptance for any such cause the quantity provided for in the order may be reduced accordingly by written notice by either party to the other.</p>	Kodak
<p><u>Force Majeure</u></p> <p>Excusable delay. Neither party shall be liable to the other for any delay or default in performance resulting from a cause beyond the affected party's reasonable control, regardless of foreseeability; provided, however, that the affected party shall give the other prompt written notice of the occurrence of such a cause. In the event of such delay or default on the part of the Seller, XXX may suspend its own performance pending alleviation of the delay or default, or, at its option, cancel the remainder of any deliveries ordered hereunder, without further obligation to the Seller.</p>	Nalge
<p><u>Force Majeure</u></p> <p>Either party may reduce or suspend deliveries under this Agreement to the extent that an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, act of any government, unforeseen shortage or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations or any other cause not within the affected party's reasonable control, whether or not of the kind specifically enumerated above, interferes with such party's ability to produce, supply, transport, take delivery of or use the Products; provided, however, that the party whose performance is affected thereby shall give written notice and reasonably full particulars to the other party within seven days of the affected party's knowledge of the occurrence of such cause. Included in such notice shall be the affected party's best estimate of the anticipated duration of the delay, and the affected party shall give the other party written</p>	Anonymous - Metal Industry

Clause	Company
<p>notice immediately upon any changes in the anticipated duration. If, because of any such circumstances, Seller is unable to supply the total demand upon it or any Product, Seller shall be entitled to allocate its available supply of such Product (without obligation to purchase similar products from other sources) on a fair and equitable basis among itself and those customers to whom Seller was contractually obligated to supply such Product at the time such circumstances arose. At the option of either party, the total quantity of any Product to be delivered in connection with this Agreement shall be reduced by the quantity of such Product for which deliveries were reduced or suspended pursuant to this paragraph.</p>	

Clause	Company
<p><u>Force Majeure</u></p> <p>Neither party shall be liable for failure or delay in performance under this Order due in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations and any other causes which are not within such party's reasonable control, whether or not of the kind specifically enumerated above. During any period of Seller's inability to perform, Buyer may acquire from others, without incurring liability to Seller, such goods or services that Buyer may deem necessary, and, at Buyer's option. The quantity of such goods or services ordered from Seller may be proportionately reduced.</p>	<p>Anonymous - Metal Industry</p>
<p><u>Force Majeure</u></p> <p>Neither party shall be deemed in default of this Agreement or any Order to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, or strikes ("Force Majeure").</p> <p>If any Force Majeure condition affects Supplier's ability to perform, Supplier shall give immediate notice to Buyer and Buyer may elect to either: (1) Terminate the affected Order(s) or any part thereof, (2) suspend the affected Order(s) or any part for the duration of the Force Majeure condition, with the option to obtain elsewhere Materials and Services to be furnished under such Order(s) and deduct from any commitment under such Order(s) the quantity of the Materials and Services obtained or for which commitments have been made elsewhere or (3) resume performance under such Order(s) once the Force Majeure condition ceases, with an option in Buyer to extend any affected Delivery Date or performance date up to the length of time the Force Majeure condition endured. Unless Buyer gives written notice within thirty (30) days after being notified of the Force Majeure condition, option (2) shall be deemed selected.</p>	<p>Anonymous - Telecom Industry (2)</p>
<p><u>Force Majeure</u></p> <p>This order is subject to modification or termination by Purchaser in event of fire, accidents, strikes, Government Acts or other conditions beyond Purchaser's control.</p>	<p>Smith Fiberglass</p>
<p><u>Force Majeure</u></p>	<p>Target</p>



Clause	Company
Purchaser may delay delivery or acceptance of any or all of the Goods, or cancel any order under this Contract, occasioned by causes beyond its reasonable control, without an adjustment in the Contract price.	

Clause	Company
<p><u>Force Majeure</u></p> <p>Neither party will be liable for failure or delay in performance under this Order due in whole or part to an act of God or any other causes which are not within such party's reasonable control. Increased costs of performance to Seller because of shortages, or market or economic conditions will not excuse failure or delay in performance. If a party is unable to perform any of its obligations as a result of force majeure, performance of such obligations shall be excused during the period of force majeure. Such party shall immediately give written notice to the other party of the date of inception of the force majeure condition and the extent to which it will affect performance.</p>	Texaco
<p><u>Force Majeure</u></p> <p>Excusable delay. Fires, floods, strikes, lockouts, epidemics, accidents, wars, insurrections, shortages or other causes beyond the reasonable control of the parties, which prevent Seller from delivering, or Buyer from receiving, any of the goods and services covered by this order shall suspend deliveries until the cause is removed, subject, however, to Buyer's right of termination for convenience.</p>	United Defense
<p><u>Force Majeure</u></p> <p>Excusable Delays. Neither party will be responsible for nonperformance or defective or late performance of its obligations under the Order if due to causes beyond its control and occurring without its fault or negligence, including without limitation, acts of God, war, acts of any state or government, fire, explosions, the elements, epidemics, or blackouts. In the event of the inability of Supplier to perform due to force majeure, ABC will have the option to terminate the Order and ABC shall be reimbursed for all moneys expended within 5 days of written notice by ABC.</p>	Anonymous - Health Industry
<p><u>Hazardous Materials</u></p> <p>Toxic Substances And Hazardous Product. SELLER represents that each PRODUCT furnished by SELLER is safe for normal use, is nontoxic, presents no abnormal hazards to persons or the environment, and may be disposed of as normal refuse.</p>	Anonymous - Telecom Industry (5)
<p><u>Hazardous Materials</u></p> <p>A. Hazardous materials shall be packaged, labeled, marked, and certified in compliance with applicable government and international regulations.</p> <p>B. A Materials Safety Data Sheet (MSDS) shall be mailed separately to Buyer (ATTN: Safety</p>	Northrop Grumman

Clause	Company
<p>Manager) as set forth elsewhere within the terms of this Order.</p> <p>C. An MSDS shall also be included with the initial shipment of material and any time the material composition changes.</p> <p>D. For explosives or other dangerous products which require review and approval by the Department of Transportation (DOT), Seller must submit two copies of the classification to Buyer by mail (one to ATTN: Safety Manager and one to ATTN: Packaging Development).</p> <p>E. When special permits or DOT exemptions are required, Seller shall ensure Buyer is a party to the provision and a copy of the permit or exemption is provided to Buyer by mail (ATTN: Packaging Development).</p>	
<p><u>Hazardous Material</u></p> <p>A. If this Order involves delivery of any hazardous material, packaging and shipment of such material must be made in accordance with Hazardous Materials Regulations Title 49 CFR, OSHA Hazard Communication Standard 29 CFR 1910.1200, and Federal STD. 313C. A Materials Safety Data Sheet (MSDS) shall be provided to Buyer by Seller as a condition of this Order unless previously submitted. ***Seller shall enter Buyer's purchase order number on the top right corner of the MSDS's first page. The purchase order number may be handwritten.*** Unless there are changes affecting the characteristics and composition of the hazardous material previously reported, only one submission to Buyer is required. An MSDS from the manufacturer will satisfy these requirements for distributors, dealers, jobbers and retailers who must comply with this Condition.</p> <p>B. The warning label required on hazardous material by CFR 1910.1200 shall not be obscured by other stamps or labels. When an MSDS is required, Seller shall mail it separately to the address on the face of this purchase order to the attention of the Safety Manager.</p> <p>By acceptance of this Order, Seller certifies: (1) Compliance with this Condition; (2) an up to date MSDS will be submitted prior to delivery of any hazardous material; or (3) that no hazardous material will be delivered, as applicable</p>	Northrop Grumman
<p><u>Hazardous Materials</u></p> <p>The California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals "known to the State of California to cause cancer, birth defects or reproductive harm." XXX uses chemicals on the Governor's list at many of its facilities. In addition, many of these chemicals are present at non-XXX-owned facilities and locations. Accordingly, in performing the Work or services contemplated under this agreement, Supplier, its employees, agents and subcontractors may be exposed to chemicals on the Governor's list. Supplier is responsible for notifying its employees,</p>	Anonymous - Energy Industry

Clause	Company
<p>agents and Subcontractors that Work performed hereunder may result in exposures to chemicals on the Governor’s list.</p>	
<p><u>Hazardous Materials</u></p> <p>Any materials required by this PO that are hazardous under federal, state or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the Supplier to comply with all federal, state and local regulations then in effect including but not limited to the provision of the Hazardous Materials Transportation Act and Regulations promulgated thereunder, and will comply with any special requirements and policies and procedures of BUYER relating to the purchase of hazardous materials as might be noted on this PO or otherwise communicated to the Supplier in writing.</p>	<p>Pharmacia &amp; Upjohn Company</p>
<p><u>Indemnity</u></p> <p>The Seller will indemnify and save harmless the XXX Companies (which term as used herein means XXX, its successors or assigns, and all corporations, including the Buyer, now or hereafter owned or controlled directly or indirectly by said Corporation or its successors or assigns, and the successors or assigns of any corporation so owned or controlled) and any purchaser from any of the XXX Companies of the materials or articles furnished under this purchase order, from and against any and all costs, damages and expenses of any kind or nature whatsoever which may arise out of, or result from, or be reasonably incurred in contesting, any claim by any person, firm or corporation that the manufacture, purchase, use or sale of any of said materials or articles infringes or contributes to the infringement of any letters patent Without prejudice to the generality of the foregoing, at the request of any of the XXX Companies the Seller will defend at its own expense any suit brought against such Company to enforce any such claim it being understood that such Company to enforce any such claim, it being understood that such Company will give the Seller notice in writing of the starting of any such suit and will render all reasonable assistance which the Seller may desire in defending such suit. The Seller hereby agreeing to reimburse such Company upon demand for any expense incurred by it in rendering such assistance. The Seller also will indemnify and save harmless the XXX Companies from and against any and all obligations or liabilities of or claims against the Buyer under any provision of the contract in or for the performance of which the materials or articles are purchased in respect of claims for alleged infringement of patents based upon the manufacture, purchase, use or sale of any of said materials or articles.</p>	<p>Bethlehem Steel Corporation</p>
<p><u>Indemnity (cont.)</u></p> <p>The Seller also will indemnify and save harmless the XXX Companies from and against loss of</p>	<p>Bethlehem Steel Corporation</p>

Clause	Company
<p>or damage to any and all patterns, moulds, templates or materials delivered to the Seller by or for any of the XXX Companies so long as the same shall be in the Seller's possession, however such loss or damage may occur.</p> <p>The Seller further will indemnify and save harmless the XXX Companies from and against any and all demands, loss or liability for or on account of any injury, including death, or damage received or sustained by any person or persons, including any employee, representative, agent or invitee of the Seller or any of its subcontractors, by reason of any act or neglect on the part of the Seller or its subcontractors or the employees, representatives, agents or invitees of the Seller or its subcontractors, in connection with or arising out of the furnishing of the articles, materials or work hereunder. In the event that any such injury, including death or damage is caused by the joint or concurring negligence of any of the XXX Companies and the Seller or its subcontractors or the employees, representatives, agents or invitees of the Seller or its subcontractors, the loss or liability shall be borne by such XXX Company and the Seller equally. The Buyer after any such demand, loss or liability may withhold from any amounts at any time payable to the Seller under this purchase order such sum or sums and for such period or periods as the Buyer may deem necessary to protect the XXX Companies against possible loss or expense, including, attorney's fees, from or in connection with any such demand, loss or liability.</p>	
<p><u>Indemnity</u></p> <p>15a. Indemnification. Negligence of Seller or Subcontractor. Seller shall defend, indemnify, and hold harmless The Boeing Company, its subsidiaries, and their respective directors, officers, employees, and agents (hereinafter referred to as "Indemnitees") from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards, and damages, of any kind and nature whatsoever for property damage, personal injury, or death (including, without limitation, injury to, or death of employees of Seller or any Subcontractor) and expenses, costs of litigation and counsel fees related thereto, or incident to establishing the right to indemnification, arising out of or in any way related to the Agreement, the performance thereof by Seller, Subcontractor, or other third parties, or any activities of Indemnitees, including, without limitation, the provision of services, personnel, facilities, equipment, support, supervision, or review. The foregoing indemnity shall apply only to the extent of the negligence of Seller, any Subcontractor, or their respective employees. In no event shall Seller's obligations hereunder be limited to the extent of any insurance available to, or provided by Seller or any Subcontractor. Seller expressly waives any immunity under Industrial insurance whether arising from Title 51.04.010 et seq. of the Revised Code of Washington, or any other statute, or source,</p>	Boeing

Clause	Company
<p>to the extent of the indemnity set forth in this Paragraph 15.a.</p> <p>b. Indemnification. Performance of Seller or Subcontractor. Seller shall defend, indemnify, and hold harmless the Indemnitees from and against all Claims, expenses, and costs of litigation and counsel fees related thereto, or incident to establishing the right to indemnification, arising out of or in any way related to Seller's failure to perform any of its obligations under the Agreement, or any Subcontractor's failure to perform any of its obligations under the Agreement, or its subcontract.</p> <p>c. Subcontractor Indemnification. If any Subcontractor or their employees will have a presence on Buyer's premises in connection with the performance of the Work, Seller shall require each Subcontractor to provide an indemnity enforceable by, and for the benefit of, the Indemnitees to the same extent required of Seller under paragraph 15.a., "Indemnification, Negligence of Seller or Subcontractor".</p>	
<p><u>Indemnity</u></p> <p>Seller agrees to indemnify, defend, and hold harmless Buyer and any contractor, agent, or employee of Buyer from and against all claims, demands, losses, damages, actions or liability of any kind, including attorney's fees, arising from the negligence or other breach of duty or violation of this PO by Seller, or those for whom Seller is responsible, in connection with this PO or the Goods supplied hereunder.</p>	Boise Cascade

Clause	Company
<p><u>Indemnification</u></p> <p>11 (a) Supplier shall indemnify and hold harmless Buyer, its officers, directors, employees, agents, representatives, members and other patrons (collectively, "Indemnitees"), of, from and against any and all claims, demands, actions, causes of actions, losses, liabilities, damages, costs and expenses, including without limitation (i) reasonable attorneys' fees and costs and (ii) expenses in supplying substitutes or replacements for Approved Products to the System (all of the foregoing are hereinafter collectively referred to as "Damages"), suffered or incurred by the Indemnitees, or any one or more of them, based upon or arising out of:</p> <p>(A) any breach of the Buyer Supply Agreement or these General Terms and Conditions by Supplier; or</p> <p>(B) any injury, illness or death caused, in whole or in part, by the manufacture, storage, shipment, use or consumption of Approved Products by any Indemnitee or any customer of any Indemnitee; provided, however, that Supplier shall not be liable for Damages to an Indemnitee to the extent such Damages result from the negligence, recklessness or misconduct of such Indemnitee; or</p> <p>(C) any claim of any third party that any Approved Product, or the use thereof by any Indemnitee, violates the patent, trademark, service mark, copyright, trade dress or other intellectual property rights of such third party, or any trade secret or confidential or proprietary information or data of such third party; or</p> <p>(D) the insolvency, negligence, breach of contract or other act or omission of any carrier, shipper or logistics provider, whether or not such carrier, shipper or logistics provider was designated by Buyer.</p> <p>(b) With respect to claims made pursuant to Section 11(a) by any third party, Buyer shall, or shall cause any other affected Indemnitee, to give notice thereof to Supplier, and shall tender the defense thereof to Supplier (provided, however, that, as a condition to accepting such tender, Supplier must furnish to Buyer satisfactory evidence of its ability to pay the claimed Damages if the claimant is successful). If Supplier shall fail or refuse to accept such tender or shall fail to demonstrate the requisite ability to pay the claimed Damages as provided above, then Buyer or the other affected Indemnitee, as the case may be, shall have the right to defend or settle such claim, and Supplier shall be liable for Damages resulting therefrom. If Supplier shall accept the tender of such defense, then Buyer or such Indemnitee, as the case may be, shall have the right to participate in such defense and any related settlement discussions, but at its own cost and expense</p>	<p>Anonymous - Restaurant Industry</p>
<p><u>Indemnity</u></p>	<p>ELF Atochem</p>

Clause	Company
<p>Indemnification – Seller shall defend, indemnify and hold harmless Buyer, its parents, subsidiaries, affiliates, successors and assigns, and each other their respective agents, contractors, employees, officers and directors, from and against any and all losses, liabilities, damages, claims, royalties, fines, penalties, costs and expenses (including attorney’s fees) (“Claims”) arising out of or relating to: (a) any breach by Seller of any covenant, representation or warranty set forth or referenced in this order (b) the shipping or transporting of the goods purchased hereunder prior to passage of title to Buyer; (c) any act or omission of Seller, its agents, employees or subcontractors which relates to Seller’s performance of this order (including Claims of Seller’s employees for which Seller’s liability would otherwise be limited or barred under applicable workers’ compensation or similar laws), unless resulting solely from the negligence of Buyer; (d) any violation or alleged violation by Seller of any federal, state, provincial or local law or regulation; or (e) any environmental or pollution damage arising out of or in connection with Seller’s performance of this order (Including, any arising under the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act), unless such damage results solely from the negligence of Buyer. Buyer shall have the right to select counsel and control the defense and settlement of any Claims.</p>	



Clause	Company
<p><u>Indemnity</u></p> <p>(a) SELLER shall indemnify, defend, and hold harmless CUSTOMER and its affiliates, officers, agents, and employees, from all claims, suits, actions, demands, damages, liabilities, expenses (including fees and disbursements of counsel), judgements, settlements and penalties of every kind based on personal injury, death, or property damage to the extent any of the foregoing is proximately caused by either any defective PRODUCT provided by SELLER, its officers, employees, subcontractors or agents or by the negligent or willful acts or omissions of SELLER, its officers, employees, subcontractors or agents. The foregoing indemnity, to the extent permitted by law, shall apply in the case of all claims which arise from the negligence, misconduct or other fault of CUSTOMER, provided, however, that if a claim is the result of the joint negligence, joint misconduct, or joint fault of SELLER and CUSTOMER, the amount of the claim for which CUSTOMER is entitled to indemnification shall be limited to that portion of such claim that is attributable to the negligence, misconduct or other fault of SELLER. The obligations of this provision are in addition to SELLER's obligation to provide insurance and shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by SELLER under the Worker's Compensation Acts, Longshoremen and Harborworker's Act, Disability Benefits Act or any other employee benefit act.</p> <p>(b) CUSTOMER shall promptly notify SELLER in writing of any suits, claims or demands covered by this indemnity. Promptly after receipt of such notice, SELLER shall assume the defense of such claim with counsel reasonably satisfactory to CUSTOMER. If SELLER fails, within a reasonable time after receipt of such notice, to assume the defense with counsel reasonably satisfactory to CUSTOMER, or if, in the reasonable judgement of CUSTOMER, a direct or indirect conflict of interest exists between the parties with respect to the claim, or if in the Sole judgement of CUSTOMER the assumption and conduct of the defense by SELLER would materially and adversely affect CUSTOMER in any manner or prejudice its ability to conduct a successful defense, then CUSTOMER shall have the right to undertake the defense, compromise and settlement of such claim for the account and at the expense of SELLER. Notwithstanding the above, if CUSTOMER in its sole discretion so elects, CUSTOMER may also participate in the defense of such actions by employing counsel at its expense, without waiving SELLER's obligations to indemnify or defend. SELLER shall not settle or compromise any claim or consent to the entry of any judgement without the prior written consent of CUSTOMER and without an unconditional release of all liability by each claimant or plaintiff to CUSTOMER.</p>	<p>Anonymous - Telecom Industry (5)</p>
<p><u>Indemnity</u></p>	<p>Anonymous - Health Industry</p>

Clause	Company
<p>Seller agrees to and does hereby indemnify and hold harmless Buyer, Its successors, assigns, directors, officers, agents, and employees (hereinafter in this paragraph only collectively referred to as "Buyer) from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, amounts paid in settlement or judgments including costs, reasonable attorneys' and witnesses' fees and expenses incident thereto which may be suffered by reason of any loss, damage, death or injury arising out of or in connection with work performed or articles furnished by Seller pursuant to this Agreement. In the event that any demand or claim is made or suit is commenced against Buyer, Buyer shall give prompt written notice to Seller, and Seller shall have the right to compromise such claim to the extent of its own interest and shall undertake the defense of any such suit. If said loss, damage, death or injury ("Damages") Is caused by the negligence of both Buyer and Seller, the apportionment of said Damages shall be shared by the parties based upon the comparative degree of each party's negligence.</p>	(2)

Clause	Company
<p><u>Indemnification</u></p> <p>Supplier will defend, hold harmless and indemnify, including attorney's fees, Buyer and Buyer Personnel against claims that arise or are alleged to have arisen as a result of negligent or intentional acts or omissions of Supplier or Supplier Personnel or breach by Supplier of any term of this Agreement.</p>	<p>Anonymous - Technology Industry</p>
<p><u>Indemnity</u></p> <p>Vendor's Indemnification of Buyer. Vendor agrees to reimburse, indemnify, hold harmless and defend, at Vendor's expense (or to pay any attorney's fees incurred by Buyer), Buyer and its subsidiary and affiliate companies against all damage, loss, expense, claim, liability, fine, settlement or penalty, including, without limitation, claims of infringement of patents, copyrights and trademarks, unfair competition, and bodily injury, property damage or other damage, arising out of (i) any use, possession, consumption or sale of the Merchandise, (ii) any in-store services provided by or on behalf of Vendor with respect to the Merchandise and (iii) any failure of Vendor to properly perform an Order. Vendor is not relieved of the forgoing indemnity and related obligations by allegations or any claim of negligence on the part of Buyer; provided, however, Vendor is not liable hereunder to the extent any injury or damage is finally judicially determined to have been proximately caused by the sole negligence of Buyer. Vendor must obtain adequate insurance to cover such liability under each Order and must provide copies of the applicable certificate(s) of insurance annually to Buyer's Vendor Administration Department at the above address.</p>	<p>K-Mart</p>
<p><u>Indemnity</u></p> <p>Seller warrants that the sale or use of goods furnished hereunder (other than goods designed by Buyer) will not infringe or contribute to infringement of any patent, copyright or trademark, and Seller shall indemnify Buyer and its direct and indirect customers against any and all losses, damages and expenses (including attorney's fees and other costs of defending any infringement action) which they may incur as a result of a breach of this warranty. Seller shall also indemnify Buyer, its successors and assigns and its customers whether direct or indirect, against any and all losses, damages and expenses (including attorney's fees and other costs of defending any action) which they may incur as a result of any claim of negligence, breach of warranty or strict liability in tort in connection with the goods furnished hereunder.</p>	<p>Nacco</p>
<p><u>Indemnity</u></p> <p>Patent, trademark, and copyright indemnity. Seller shall defend, indemnify, and hold Buyer,</p>	<p>Northrop Grumman</p>

Clause	Company
<p>Buyer's officers, agents, employees, and Customers harmless against all claims and liabilities, including costs, for infringement of any United States patent, trademark, or copyright by any Products delivered under this Order or, at Seller's option and expense, Seller shall obtain such licenses as are necessary to remove such infringement, provided that Seller is reasonably notified of such claims and liabilities. Seller's obligation shall not apply to Products manufactured by Seller pursuant to detailed designs developed by Buyer and furnished to Seller under an Order which does not require research, development, or design work by Seller. Seller's obligation shall also not apply to any infringement arising from the use or sale of Products in combination with Products not delivered by Seller if such infringement would not have occurred from the use or sale of such Products solely for the purpose for which they were designed or sold to Buyer.</p>	
<p><u>Indemnity</u></p> <p>Responsibility for claims/indemnity. Seller shall at its own expense defend, indemnify and hold harmless Buyer from any claims, injury, or liability arising out of or related to this Order, including attorneys' fees and costs. In the event that Seller fails to defend, hold harmless, and indemnify Buyer, then Seller shall pay for any damages, attorneys' fees, and any other fees, costs and expenses that may be incurred by Buyer in the defense of any action related to the Order and/or in the prosecution of any action to enforce the provisions of this Condition.</p>	<p>Northrop Grumman</p>
<p><u>Indemnification</u></p> <p>Supplier shall defend, indemnify and hold harmless BUYER against all damages, claims or liabilities and expenses (including attorneys' fees) arising out of or resulting in any way from any defect (whether patent or latent) in the good and/or services purchased hereunder or from any act or omission of Supplier, its agents, employees, subsidiaries, affiliates or subcontractors. The indemnification is understood to cover any and all legal actions, which may be taken by BUYER directly against Supplier under this provision. This indemnification shall be in addition to the warranty obligation of Supplier.</p>	<p>Pharmacia &amp; Upjohn Company</p>
<p><u>Indemnification</u></p> <p>Seller agrees that it shall be exclusively responsible for any injury to persons or damage to property, including Buyer's employees and property, that occurs as the result of or is contributed to by the fault or negligence of Seller. Seller shall defend, save and hold harmless and indemnify Buyer, its officers, directors, employees and agents, and, if applicable, Buyer's partners or participants and the respective officers, directors, agents, and employees from and against any and all Losses suffered or caused as a result of any such injury or damage. Seller shall also defend, indemnify and hold harmless Buyer and its directors, officers, agents and</p>	<p>Phelps Dodge</p>

Clause	Company
employees and, if applicable, Buyer's partners or participants and their respective officers, directors, agents and employees from and against any and all Losses arising out of or relating to any breach or other failure by Seller to perform any of its obligations under this Order or the agreement between Buyer and Seller. These indemnifications shall survive any termination or cancellation of this Order or such agreement.	

Clause	Company
<p><u>Indemnity</u></p> <p>Seller shall protect, defend and indemnify Buyer, Buyer's affiliates and the directors, officers, employees, agents and representatives of Buyer and Buyer's affiliates from and against any and all claims, losses, damages, costs, actions, judgments expenses and liabilities of every kind and character whatsoever (including, but not limited to, attorneys' fees and costs and expenses of defense) which, either directly or indirectly are in any way connected with, arise out of or result from Seller's performance of this Order or Seller's actual or alleged breach of its obligations or warranties under this Order; provided, however, that this provision shall not apply to any personal injury or property damage directly caused by the sole negligence of Buyer.</p>	<p>Anonymous - Metal Industry</p>
<p><u>Indemnity</u></p> <p>Supplier shall indemnify, defend, and hold harmless buyer (including its agents, employees, officers, and directors) from and against any and all liability including any (a) injury to or Death of any person, (b) damage to any property, including theft, (c) public charges and penalties, or (d) any lien, incurred in connection with, resulting from, or arising out of the materials or services provided by supplier or the acts or omissions of the supplier (including any of its agents, or Subcontractors but excepting the negligence or willful misconduct solely of buyer or its employees) in furnishing the materials or services. This indemnity shall survive the delivery, inspection, and acceptance of the materials or services.</p> <p>Supplier agrees to defend Buyer, at no cost or expense to Buyer, against any such Liability, claim, demand, suit, or legal proceeding. Buyer agrees to notify Supplier within a reasonable time of any written claims or demands against Buyer for which Supplier is responsible under this section. Supplier shall also (a) keep Buyer fully informed as to the progress of such defense, and (b) afford Buyer, at its own expense, an opportunity to participate with Supplier in the defense or settlement of any such claim.</p> <p>Supplier agrees not to implead or bring any action against Buyer or Buyer's employees based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by Supplier and that arises out of the Material or Services furnished under this Agreement.</p>	<p>Anonymous - Telecom Industry (2)</p>
<p><u>Indemnity</u></p> <p>SELLER shall defend, indemnify and hold harmless BUYER, Buyer's Customer and affiliated</p>	<p>Shell</p>

Clause	Company
companies of BUYER against any loss, damage, claim, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) on account of alleged or actual infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition including resale, or any article or material furnished hereunder. BUYER may participate in the defense of any such claim or suit without relieving SELLER of any obligation hereunder.	

Clause	Company
<p><u>Indemnity</u></p> <p>Independent of any insurance, Seller shall defend and indemnify Purchaser against all claims, liabilities, losses and damages (including actual attorney's fees, punitive and exemplary damages) due to injury or to death of any person and damage to or loss of any property (including economic loss and loss of profits) arising out of improper performance or negligent work under this order or arising out of allegedly defective material or workmanship in the goods or services provided by this order or out of any act or omission of any employee, agent or subcontractor of Seller.</p>	<p>Smith Fiberglass</p>
<p><u>Indemnity</u></p> <p>Defense, Indemnification. Vendor shall defend, indemnify and hold harmless Purchaser, its parent, affiliates, agents and employees, from and against any and all liability, claims, suits, actions, losses and expenses, including costs and attorney fees, relating to or arising out of any claim or demand of any kind or nature, which any buyer or user of the Goods, or any other person (including employees or agents of Vendor), whether in privity to Purchaser or not, may make against Purchaser, based upon or arising out of the manufacture, delivery, ticketing, labeling, packaging, placement, promotion, sale or use of the Goods, or Vendor's performance of or failure to perform in accordance with the terms of this Contract, whether based on claim of breach of express or implied warranty, workers' compensation, or any other legal theory of liability, or if brought as a class action or not. Vendor shall also defend, indemnify and hold harmless Purchaser, its parent, affiliates, agents and employees, from and against any and all liability, claims, suits, actions, losses and expenses, including costs and attorney fees, relating to or arising by virtue of any such claim or any patent, design, trade name, trademark, copyright, trade dress, right of privacy or other similar action, suit or proceeding now existing or hereafter commenced with respect to any or all of the Goods, whether or not Purchaser furnishes specifications. It is the intent of the parties hereto that all indemnity obligations be without limit and without regard to the negligence of any party or parties, whether such negligence be sole, joint or concurrent, active or passive.</p>	<p>Target</p>
<p><u>Indemnity</u></p> <p>Seller shall protect, defend and indemnify Buyer and its parent and affiliates from and against any and all claims, losses, damages, costs, actions, judgments, expenses and liabilities, including attorneys' fees and court costs, which may be asserted against or incurred by Buyer which (a) are the result of any claimed or actual infringement or contributory infringement of any patent, trademark, copyright, trade secret or other intellectual property right by any and all</p>	<p>Texaco</p>



Clause	Company
<p>of the Goods and the sale of such Goods, (b) involve injury or death to any person or animal, damage to any property, and labor and material liens, arising out of or on account of any Goods delivered or services performed by Seller on Buyer’s premises, or (c) are for fees, commission or other compensation claimed by any third party because of alleged services performed or Goods delivered for Seller in connection with this Order.</p>	
<p><u>Indemnity</u></p> <p>Indemnity and insurance. The Seller agrees to assume entire responsibility and liability for injuries (including death) to any person, whether an employee of Seller or otherwise, for loss of or damage to any property regardless of ownership, and for any other loss or legal damages, arising out of, resulting from, or in any manner connected with the services or work performed or goods supplied by Seller, or by its employees, agents, subcontractors, or suppliers at any tier hereunder, in connection with this order. Seller further agrees to indemnify, defend and hold harmless Buyer and its employees from and against any and all such loss, damages and injuries (including death) and any and all claims related thereto including, without limiting the generality of the foregoing, claims for which Buyer may or may not be claimed to be liable (including, without limitations, liability based on negligence or other tort), together with all costs, expenses and legal fees and disbursements paid or incurred in connection with such claims and all legal fees and disbursements paid or incurred to enforce the provisions of this paragraph. Seller shall, upon Buyer's request, provide Buyer with certificates of worker compensation insurance and comprehensive general liability insurance sufficient to satisfy Buyer that there is adequate insurance to cover the risks indemnified against under this paragraph. Any such insurance certificates shall, at Buyer's request, obligate Seller's insurers to give Buyer adequate written notice in the event of cancellation of such insurance and written waivers of subrogation satisfactory, to Buyer.</p>	<p>United Defense</p>
<p><u>Indemnity</u></p> <p>Indemnification Infringement. Supplier shall defend, indemnify and hold ABC, its customers, and agents harmless from any loss, cost, expense, damage or liability resulting from any action brought or threatened against ABC based on an allegation that any goods or services, or ABC's use of any goods or services, provided under the Order infringe a patent, copyright, or any other proprietary rights of a third party, provided ABC shall promptly notify Supplier in writing of such action and give Supplier authority, information, and assistance at Supplier's expense for the defense of such suit or proceedings. Supplier shall pay all damages awarded against ABC. ABC may fully participate in the defense and/or settlement or compromise at ABC's expense. In the event any such claim of infringement is made or threatened, or injunctive relief is granted to</p>	<p>Anonymous - Health Industry</p>

Clause	Company
<p>a claimant, Supplier shall, at its own expense, either obtain for ABC the right to continue using the goods or services, substitute other goods or services of like capability, replace or modify the goods or services so that they become non-infringing while retaining like capability, or in the event of the impossibility of the foregoing options, grant ABC a refund for the purchase price of such goods or services.</p>	
<p><u>Inspection</u></p> <p>Inspection and Laboratory Testing.</p> <p>(a) Buyer shall have the right to inspect, without advance notice during Supplier's normal business hours: (i) the premises of Supplier at which the Approved Products are produced; (ii) all of Supplier's facilities and equipment relating to the manufacture, storage and delivery of Approved Products and all components; and (iii) Approved Products prior to their shipment to the System. Neither Buyer nor any of its employees or agents shall be required by Supplier to execute a confidentiality agreement, waiver or other agreement as a condition to engaging in inspections related to the Approved Products. Buyer may engage the services of an independent inspection firm, selected in the sole discretion of Buyer, to perform these inspections. Supplier will pay the reasonable cost of such third party inspection.</p> <p>(b) At Buyer's request, Supplier shall promptly submit to Buyer samples of the Approved Products or samples of any components in accordance with any testing schedule established from time to time by Buyer. Further, if requested by Buyer, Supplier agrees to send the sample to an independent laboratory, selected in the sole discretion of Buyer, and Supplier agrees to pay the reasonable costs of such third party laboratory testing.</p> <p>(c) Supplier shall furnish to Buyer upon request copies of all quality and inspection reports and all other reports furnished to _____</p> <p>(d) Supplier shall furnish to Buyer copies of all written contractual arrangements and a summary of all oral agreements or understandings between (i) _____ or any of its affiliates and (ii) Supplier or any of its affiliates.</p>	<p>Anonymous - Restaurant Industry</p>
<p><u>Inspection</u></p> <p>Inspection and rejection. All goods covered by this P.O. shall be received subject to Purchaser's right of inspection and rejection. Such right shall be extended to Purchaser's customer (including the United States Federal Government if applicable). Payment of goods delivered hereunder shall not constitute acceptance thereof and all payments against documents shall be made with a reservation of rights by Purchaser for defects, including, without limitation, defects apparent on the face thereof Seller shall provide and maintain inspection and process control system acceptable to Purchaser for production of the goods covered hereby. Records of all</p>	<p>Anonymous - Outdoor Equipment</p>

Clause	Company
<p>inspection work by Seller shall be kept complete and available during the performance of this P.O. or for such longer period as may be specified. When goods are made to Purchaser's instructions, specifications or other requirements, Purchaser may inspect such goods at Seller's plant and any other place of manufacture during production without waiving its right subsequently to reject or revoke acceptance of such goods for undiscovered or latent defects. Seller, at its expense, shall furnish, or cause to be furnished, facilities and assistance reasonably necessary to ensure the safety and convenience of each such inspection. Failure to inspect and accept or reject goods shall not relieve Seller from any of its responsibilities hereunder if any of the goods ordered hereunder are found at any time to not conform with the requirements of this P.O., including any applicable samples, drawings or specifications, or to be defective in any design, workmanship or materials, Purchaser may at its option require Seller to inspect goods and remove and replace nonconforming goods with goods that conform to this P.O. Purchaser may also elect to inspect and son goods if Seller fails to timely inspect, remove and replace goods and charge Seller for cost of inspection. The rights granted to Purchaser in this paragraph are in addition to any other rights Purchaser may have.</p>	
<p><u>Inspection</u></p> <p>Items are subject to Buyer's inspection, testing and approval. Buyer, at its option, may reject or refuse acceptance of Items which do not meet the requirements of the Purchase Order or any applicable warranty. Items rejected or not accepted by Buyer will be returned to Seller at Seller's expense, and Seller agrees to refund to Buyer any payments (including but not limited to shipment expense) made by Buyer for such Items. Payment by Buyer for any Items shall not be deemed an acceptance thereof Acceptance of any Item shall not relieve Seller from any of its obligations, representations or warranties hereunder or pursuant hereto.</p>	Caterpillar
<p><u>Inspection</u></p> <p>Inspection and acceptance. The Goods are subject to inspection, testing and approval both at Seller's plant and at the Buyer's point of destination, or either of those points, at the time and in the manner recognized by aerospace industry trade practices. Buyer reserves the right to reject and refuse acceptance of such of the Goods which do not comply with all terms of this purchase Order. Acceptance, payment, use or resale of the Goods by Buyer shall not relieve Seller from any of its obligations, representations, and warranties hereunder or pursuant hereto. Payment for any of the Goods shall not be deemed an acceptance thereof.</p>	Anonymous - Airline Industry
<p><u>Inspection</u></p> <p>Buyer may make inspection and testing visits at the site where goods are being designed or</p>	ELF Atochem

Clause	Company
<p>manufactured or services performed, so long as such inspections and tests are made within a reasonable time or as provided in the specifications. No such inspection or testing shall constitute a waiver of any of Buyer's rights.</p>	
<p><u>Inspections</u></p> <p>All material, equipment and workmanship, except as may be otherwise provided herein, shall be subject to inspection, examination and test by inspectors employed by XXX at any and all times during construction and/or manufacture and at any and all places where construction and/or manufacture are carried on. XXX shall have the right to reject defective material, equipment and workmanship, and rejected workmanship shall be satisfactorily corrected and rejected materials and equipment shall be satisfactorily replaced with acceptable material and equipment, and Contractor shall promptly segregate and remove defective material and equipment from the premises.</p>	Superior Essex
<p><u>Inspection</u></p> <p>Inspection And Acceptance</p> <p>(a) All PRODUCT ordered pursuant to this Agreement shall be subject to inspection by CUSTOMER after delivery to determine conformity with CUSTOMER's purchase order and SELLER's advertised or published specifications. If the PRODUCT delivered does not so conform, CUSTOMER shall have the right to reject such PRODUCT. PRODUCT that has been delivered and rejected, in whole or in part, shall be returned to SELLER at SELLER's risk and expense.</p> <p>(b) Inspection or failure to inspect on any occasion shall not affect CUSTOMER's rights or remedies available to CUSTOMER, whether at law or in equity.</p>	Anonymous - Telecom Industry (5)
<p><u>Inspection</u></p> <p>All materials or articles will be subject to final inspection and approval upon receipt of Buyer. Any articles which do not comply with Buyer's order or which contain defective materials or workmanship may be rejected by the Buyer irrespective of date of payment therefor. Buyer may hold any articles rejected for cause for Seller's instructions or Buyer may return them to Seller at Seller's expense.</p>	Anonymous - Health Industry (2)
<p><u>Inspection</u></p> <p>Seller agrees that Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this order. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable</p>	Anonymous - Auto Industry

Clause	Company
time after delivery, shall not constitute acceptance of any work-in-progress or finished goods.	
<p><u>Inspection</u></p> <p>Inspection and Acceptance. All material and services under this order will be subject to inspection and acceptance after delivery. Acceptance shall not be deemed to have occurred unless all material and services provided by Seller are in compliance with all specifications, clauses, attachments and drawings referenced on this Purchase Order. Payment by Buyer shall not constitute acceptance. Material failing to meet the requirements of this order will be held at Seller's risk and may be returned at Seller's expense.</p>	Kodak
<p><u>Inspection</u></p> <p>Notwithstanding any payment which may be made, no goods are to be deemed accepted until Buyer has had a reasonable opportunity to inspect them at its plant or any other designated place. Buyer may return at Seller's risk and expense any goods not in conformity with the specifications or Seller's warrants in this order, and Seller shall reimburse Buyer for any damages incurred and payments made on account of such items. Seller shall not replace goods returned as defective unless so directed by Buyer in writing.</p>	Nacco

Clause	Company
<p><u>Inspection</u></p> <p>Inspection/ rejection. Goods are subject to inspection by XXX, notwithstanding any payment which may be made prior to receipt or inspection. Goods will be rejected if non-merchantable; not fit for the purpose intended as disclosed by XXX to Seller; inferior in quality or workmanship; or for any nonconformance with the specifications or other requirements of this Purchase Order. Any return of goods by XXX will be accompanied by a charge for transportation (both ways), plus any inspection, repacking, reloading or other incidental charges. Rejected goods are <u>not</u> to be replaced except upon receipt of written instructions from XXX.</p>	<p>Nalge</p>
<p><u>Inspection</u></p> <p>Inspection &amp; acceptance. Buyer, its Customer, higher tier contractors, and, if the Products are intended for use as component parts of or as equipment or accessories for aeronautical, electronic or other Products, representatives of the U.S. Government, shall have the right to inspect and test all material and workmanship at all reasonable times and places including, when practicable, during manufacture and before shipment. Seller shall provide all information, facilities and assistance necessary for safe and convenient inspection and test without additional charge. Buyer's final inspection and acceptance shall be at destination in accordance with Buyer's procedures.</p>	<p>Northrop Grumman</p>
<p><u>Inspection</u></p> <p>Inspection/Testing - Payment for goods delivered and or services performed shall not constitute acceptance thereof. BUYER shall have the right to inspect such goods and/or services and to reject any or all said goods and/or services, which are in BUYER's judgement defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for may be returned to Supplier at Supplier's expense. In addition to BUYER's other rights, BUYER may charge Supplier all expenses of unpacking, examining, repackaging and reshipping such goods. In the event BUYER receives goods whose defects or nonconformity is not apparent (latent) on examination, BUYER reserves the right to require replacement of such goods if such defects or nonconformity becomes apparent at a later time. Nothing contained in this paragraph or this PO shall relieve in any way the Supplier from the obligation of testing, inspection and quality control or the Supplier's obligation not to supply goods and/or services containing patent or latent defects.</p>	<p>Pharmacia &amp; Upjohn Company</p>
<p><u>Inspection</u></p> <p>Inspection; Acceptance; Replacement. Buyer reserves the right before or after receipt, payment or acceptance to inspect the Goods at any reasonable place and time and in any reasonable</p>	<p>Phelps Dodge</p>

Clause	Company
<p>manner. Expenses of inspection shall be chargeable to Seller if the Goods so not conform. If the Goods or tender of delivery fail in any respect to conform, Buyer may reject or revoke acceptance of the Goods or any commercial unit or units. The parties agree that a minimum of ninety (90) days after delivery or tender of the Goods is a reasonable time for inspection and/ or rejection of the Goods and a minimum of one hundred twenty (120) days after Buyer discovers the grounds for the revocation of acceptance is a reasonable time for revocation of acceptance. Buyer’s revocation of acceptance shall not be deemed improper for failure to give Seller the opportunity to cure the improperly tendered or delivered Goods. The burden in on Seller to establish the wrongfulness of any rejection or revocation of acceptance.</p>	
<p><u>Inspection</u></p> <p>The Goods are subject to Purchaser's inspection. The foregoing notwithstanding, Purchaser shall be under no obligation to unpack or inspect the Goods before resale thereof and neither Purchaser's payment for nor retention of the Goods shall constitute an acceptance of Goods not in compliance with this Contract, affect Purchaser's right to reject or return the Goods, or constitute a waiver by purchaser of any Vendor warranties.</p>	<p>Target</p>
<p><u>Inspection.</u></p> <p>All goods and services ordered will be subject to final inspection and approval by ABC after delivery, notwithstanding prior payment, it being expressly agreed that payment shall not constitute final acceptance. ABC may reject any goods or services which contain defective material or workmanship or otherwise do not conform to the Order, applicable drawings, specifications or samples.</p>	<p>Anonymous - Health Industry</p>

Clause	Company
<p><u>Intellectual Property</u></p> <p>In consideration of Purchaser buying goods or services Seller, Seller agrees to hold harmless and indemnify Purchaser, its officers, agents, successors, assigns and customers against and from any and all claims, demands, losses costs, damages, suits, judgments, penalties, expenses and liabilities of any kind or nature whatsoever including reasonable attorney's fees that may be incurred arising directly or indirectly out of or in connection with the possession, use, reuse, sale or resale of said goods or services, including actual or alleged infringement of intellectual property rights, including invention rights, pending applications, patents, trademarks, copyrights, trade names trade dress, trade secrets, right of privacy and right of publicity, and Seller agrees to step in and defend same if requested by Purchaser. Seller warrants and acknowledges Purchaser's reliance hereon, that Seller has good and lawful title to all goods and services supplied by Seller to Purchaser, and that Seller conveys same free of encumbrance, including infringement of any known intellectual property rights, or if covered by intellectual property rights of Seller and in consideration of Purchaser buying goods from Seller, Seller covenants to not sue Purchaser for infringement of said intellectual property rights of Seller, subject to exceptions made in writing by Seller to Purchaser within (30) days hereof and specifically listing each excepted right.</p>	<p>Anonymous - Outdoor Equipment</p>
<p><u>Intellectual Property</u></p> <p>Seller warrants that its furnishing of the goods sold hereunder, the method of manufacture thereof, and the use or resale of such goods do not infringe any United States or foreign patent, copyright, trademark or trade secret. The copyright to all copyrightable material arising out of anything done pursuant to this order shall be assigned by Seller to Buyer without cost or expense to Buyer and Seller agrees to take appropriate action to assign such rights.</p>	<p>ELF Atochem</p>



Clause	Company
<p><u>Intellectual Property</u></p> <p>Seller agrees: (a) to defend, hold harmless and indemnify Buyer, Its successors and customers against all claims, demands, losses, suite, damages, liability and expenses (including reasonable attorney fees) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright or mask work right by reason of the manufacture, use or sale of the goods or services ordered, including infringement arising out of compliance with specifications furnished by Buyer, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller’s actions (b) to waive any claim against Buyer under the Uniform Commercial Code or otherwise, including any hold harmless or similar claim, in any way related to a claim asserted against Seller or Buyer for patent, trademark, copyright or mask work right infringement or the like, including claims arising out of compliance with specifications furnished by Buyer; and (c) to grant to Buyer a worldwide, nonexclusive, royalty-free, irrevocable license to repair and have repaired, to reconstruct and have reconstructed the goods ordered hereunder. Seller assigns to Buyer all right, title and interest in an to all trademarks, copyrights and mask work rights in any material created for Buyer under this order.</p>	<p>Anonymous - Auto Industry</p>
<p><u>Intellectual Property</u></p> <p>Intellectual property and confidential information.</p> <p>7.1. Seller shall defend, indemnify, and hold harmless XXX and its affiliates, subsidiaries, assigns, subcontractors, and customers from and against all claims, losses, demands, fees, damages, liabilities, costs, expenses, obligations, causes of action, suits, or injuries, of any kind or nature, arising from (i) any actual or claimed infringement of patents, trademarks, service marks, trade secrets, mask work rights, or copyrights with respect to Goods and Services, except to the extent that the infringement arises solely and directly out of compliance with XXX's written specifications, or (ii) Seller's failure to comply with the requirements of section 7.3 below.</p> <p>7.2. Without limiting the generality of section 7.1 above, if the use by XXX or its affiliates, subsidiaries, assigns, subcontractors, or customers of any Good or Service is enjoined ("Infringing Product"), Seller shall at its expense use its best efforts to procure the right to continue using the Infringing Product. If Seller is unable to do so, Seller shall at its expense (i) replace the Infringing Product with a noninfringing product, (ii) modify the Infringing Product to be noninfringing, or (iii) if unable to replace or modify the Infringing Product, refund in full all costs paid by XXX for the Infringing Product.</p>	<p>Hewlett Packard</p>

Clause	Company
<p>7.3. Seller shall remove from all Goods rejected, returned or not purchased by XXX, XXX's name and any of XXX's trademarks, tradenames, insignia, part numbers, symbols, or decorative designs, prior to any other sale, use, or disposition of such Goods by Seller.</p> <p>7.4. Except as required by this Agreement, Seller shall not use or disclose any confidential information of XXX which is obtained from XXX or otherwise prepared or discovered. "Confidential information" includes, without limitation, all information designated by XXX as confidential, all information or data concerning XXX'S products (including the discovery, invention, research, improvement, development, manufacture or sale thereof) or general business operations (including costs, forecasts, profits, pricing methods, and processes), information obtained through access to any Information Assets/Systems [IA/S] (e.g. computers, networks, voice mail, etc.) and any information which, if not otherwise described above, is of such a nature that a reasonable person would believe it to be confidential.</p> <p>7.5. Access is limited to those specific IA/S, time periods, and personnel authorized by XXX and is subject to XXX information protection policies. Use of any other IA/S or during other time periods or by unauthorized individuals is expressly prohibited even if an IA/S which Seller is authorized to access serves as a gateway to other IA/S outside the scope of Seller's authorization. Seller warrants that it will comply with these obligations and that access granted hereunder will not impair the integrity and availability of XXX IA/S. XXX may audit Seller to verify compliance. Seller warrants that each employee, agent or subcontractor who performs work under this Agreement has been informed of the obligations contained herein and has agreed to be bound by them.</p>	

Clause	Company
<p><u>Intellectual Property</u></p> <p>Supplier grants Buyer all intellectual property rights licensable by Supplier which are necessary for Buyer to use and sell the Products. This Agreement does not grant either party the right to use the other party's trademarks, trade names or service marks.</p>	<p>Anonymous - Technology Industry</p>
<p><u>Intellectual Property Indemnification</u></p> <p>Supplier will defend, or at Buyer's option cooperate in the defense of, hold harmless and indemnify, including attorney's fees, Buyer and Buyer Personnel from claims that Supplier's Products or Services infringe the intellectual property rights of a third party. If such a claim is or is likely to be made, Supplier will, at its own expense, exercise the first of the following remedies that is practicable: (i) obtain for Buyer the right to continue to use and sell the Products and Services consistent with this Agreement; (ii) modify the Products and Services so they are non-infringing and in compliance with this Agreement; (iii) replace the Products and Services with non-infringing ones that comply with this Agreement; or (iv) at Buyer's request, accept the cancellation of infringing Services and the return of the infringing Products and refund any amount paid.</p>	<p>Anonymous - Technology Industry</p>
<p><u>Intellectual Property</u></p> <p>Intellectual property rights. Seller warrants that the purchase, use or sale of the goods or services covered by this Order do not and will not infringe any patent, trademark, copyright, trade secret or other intellectual property right. Buyer shall own all intellectual property rights resulting from any design or development work by Seller in connection with this Order.</p>	<p>Anonymous - Metal Industry</p>
<p><u>Intellectual Property</u></p> <p>Intellectual property rights. Seller shall protect, defend and indemnify Buyer from and against any and all claims, judgments, losses, damages, costs, actions, expenses and liabilities of every kind and character whatsoever (including reasonable attorneys fees and costs and expenses of defense) resulting from or arising out of any claim that Seller's manufacture or sale of the Products infringe any patent, trademark, copyright, trade secrets or other intellectual property right.</p>	<p>Anonymous - Metal Industry</p>

Clause	Company
<p><u>Invoices</u></p> <p>Invoices are payable upon receipt and are considered delinquent if not paid within thirty (30) days. Seller will invoice only after the Installation Date of the Equipment. Buyer shall pay to Seller all state and local sales and use taxes arising from this Agreement (even if they are designated in certain states as excise, gross receipts, or privilege taxes), unless Buyer provides Seller with proof of exemption. Seller reserves the right to invoice for partial shipment of multiple unit orders.</p>	<p>Anonymous - Telecom Industry (4)</p>
<p><u>Invoices</u></p> <p>Standard payment terms are Net 31<sup>st</sup> prox. for non-discounted invoices or 15<sup>th</sup> &amp; 31<sup>st</sup> prox. for discounted invoices. Unless otherwise specified, itemized invoices must be rendered in accordance with instructions on the face of this purchase order at the time of each shipment accompanied by the original bill of lading or express receipt, otherwise the Buyer cannot prevent delays in payment.</p>	<p>Bethlehem Steel Corporation</p>
<p><u>Invoices</u></p> <p>P.O. number, item number and supplier code must appear on all shipping documents, invoices, quality certifications, if any, and packing sheets. Invoices (except dating) are paid less cash discount indicated on the face hereof Taxes, if any, must be separately itemized.</p>	<p>Anonymous - Outdoor Equipment</p>
<p><u>Invoices</u></p> <p>Billing and payment terms. (a) SELLER shall invoice CUSTOMER for each shipment made or service rendered (unless another address is specified in writing by CUSTOMER), at the address listed on CUSTOMER's purchase order. Invoices shall include, but not be limited to: (i) purchase order number; (i) purchase order line number; (ii) PRODUCT identification number; (iv) ship to address; (v) quantity shipped and billed; (vi) net invoice amount; (vii) net unit cost; and (viii) any special instructions requested by CUSTOMER. (b) Payment shall be due thirty (30) days from the date of receipt of goods or receipt of SELLER's invoice, whichever occurs later, or if the performance of services is required, the completion and acceptance of such services by CUSTOMER.</p>	<p>Anonymous - Telecom Industry (5)</p>

Clause	Company
<p><u>Invoices</u></p> <p>Invoice and payment. Seller shall send a separate invoice in duplicate for each shipment. The invoice shall include: Order number, item number, part serial number (if serialized), and part number shown on the face of this Order. No invoice shall be issued prior to shipment of Products. Payment due dates, including discount periods, will be calculated from the date of acceptance of Products or correct invoice, whichever is later. Unless freight and other charges are itemized, any discount will be taken on the full amount invoiced. Buyer has the right, without loss of discount privileges, to pay invoices covering Products shipped in advance of schedule on the normal maturity after the date specified for delivery. Payment shall not constitute acceptance of Products.</p>	<p>Northrop Grumman</p>
<p><u>Invoices</u></p> <p>Invoices and Payment. Invoices submitted to BUYER shall contain as a minimum the following information (where such is applicable): PO number, item number, description of goods and/or services, sizes, quantities, unit prices, and extended totals in addition to any other information specified elsewhere in this PO. All taxes shall be stated separately. All payments for invoices, unless otherwise stated, shall be made by BUYER thirty (30) days after receipt of the invoice. Supplier is on notice that failure to comply with the above conditions could delay payment of invoices. Payment of invoices shall not constitute acceptance and shall be subject to adjustments for shortages, defects or other failure of Supplier to meet the requirements of this PO.</p>	<p>Pharmacia &amp; Upjohn Company</p>
<p><u>Invoices</u></p> <p>Invoices and cash discounts. Unless otherwise provided on the front of this Order, Seller shall mail a separate invoice for each shipment within 24 hours after shipment, and such invoice shall be dated no earlier than the date of shipment. If Buyer fails to receive any invoice promptly, Buyer may extend the payment date without penalty or loss of discount. Buyer reserves the right (i) to compute the cash discount date of each invoice from the date on which Seller correctly completes Seller's portion of the transaction involved, including, but not limited to, the issuance and forwarding of a correct invoice and (ii) to add to the discount period any additional time required by Buyer as a result of Seller's failure to perform this Order properly.</p>	<p>Anonymous - Metal Industry</p>
<p><u>Invoices</u></p> <p>Invoicing and Payment. Except as otherwise specified in an Order, Supplier shall render an invoice in duplicate promptly after the Delivery and Acceptance of Materials or performance of Services. The invoice shall specify in detail (1) quantities of each ordered item, (2) unit prices of each ordered item, (3) item and commodity codes, (4) total amounts for each item, (5)</p>	<p>Anonymous - Telecom Industry (2)</p>

Clause	Company
<p>applicable sales or use taxes, (6) discounts, (7) shipping charges, (8) total amount due, and (9) software right-to-use fees as either "application" or "operational". Buyer shall pay Supplier in accordance with the prices set forth in this Agreement within forty five (45) days of the date of receipt of the invoice. Payment for shortages, or Materials or Services not conforming to the Specifications, and portions of any invoice in dispute, may be withheld by Buyer until such problem has been resolved. If Buyer disputes any invoice rendered or amount paid, Buyer shall so notify Supplier. The parties shall use their best efforts to resolve such dispute expeditiously. Invoices received by Buyer more than one (1) year after the provision of Materials or performance of Services are untimely and Buyer shall have no obligation to pay such invoices.</p> <p>Invoices for or including freight charges shall be accompanied by legible copies of prepaid freight bills, express receipts, or bills of lading supporting the invoice amounts. Such invoices shall include (1) carrier's name, (2) date of shipment, (3) number of pieces, (4) weight, and (5) freight classification.</p> <p>All claims for money due or to become due from Buyer will be subject to deduction by Buyer for any setoff counterclaim for money due or to become due from Supplier, whether under this Agreement or otherwise. Any amount due Buyer that is not so applied against Supplier's invoices for any reason shall be paid to Buyer by Supplier within thirty (30) days after written demand by Buyer.</p>	
<p><u>Invoices</u></p> <p>Invoice and Payment. Invoices must be rendered promptly for each shipment showing description and prices of Goods identical with those on this Order. Buyer shall make payment after receipt of invoice which conforms with this Order. Seller's terms of payment shall commence on the date of Buyer's receipt of invoice conforming with Buyer's Order.</p>	<p>Texaco</p>
<p><u>Invoices</u></p> <p>Individual invoices must be issued for each shipment against the Order. Freight, taxes and other charges must be shown separately on the invoice. Payment due date and any prompt payment discount privileges will apply from date of scheduled delivery, the date of receipt of the goods or completion of services, or the date of receipt of an acceptable invoice, whichever is later. Invoices must reference ABC's Order number.</p>	<p>Anonymous - Health Industry</p>

Clause	Company
<p><u>Liquidated Damages</u></p> <p>Supplier recognizes the importance of meeting Delivery Dates and agrees to the following liquidated damage provisions and procedures:</p> <p>1. Upon discovery of information indicating a reasonable certainty that Materials and/or Services will not be completed before the scheduled Delivery Date, Supplier shall notify Buyer and provide information relating to the estimated length of delay. The parties shall work jointly toward resolution of a plan to resolve the delayed Delivery. If the parties reach agreement on an extended Delivery Date and Supplier fails to meet the extended Delivery Date, Buyer may (a) Cancel such Order, (b) exercise its right to recover liquidated damages specified hereunder, and/or (c) further extend the Delivery Date. No payments, progress or otherwise, made by Buyer to Supplier after any scheduled Delivery Date shall constitute a waiver of liquidated damages.</p> <p>2. Notwithstanding the above paragraph, in the event of Supplier's failure to meet a Delivery Date, Buyer shall be entitled to the greater of either (a) ___ percent (___%) of the price of delayed Materials and/or Services or (b) _____ (\$___) for each day after the originally scheduled Delivery Date until the day of actual Delivery. Liquidated damages under this section shall in no event exceed 100% of the total price specified for the Materials and/or Services delayed.</p>	<p>Anonymous - Telecom Industry (2)</p>
<p><u>Marking</u></p> <p>A. General requirements:</p> <p>(1) Markings shall be non-fading, clear, legible, and durable (capable of lasting throughout shipment and 90 days inside storage) marking in a color which shall contrast with the color of the container.</p> <p>(2) Use labels, tags, stamping, printing, and/or stenciling compatible with the type of container used.</p> <p>(3) All surfaces to be marked shall be clean and free of any marks not applicable to the shipment.</p> <p>(4) When reusing containers, unnecessary or obsolete markings must be entirely removed or covered.</p> <p>(5) Marking shall be located on one side of the container and must not be disturbed by the opening or closing of the container. Containers which are too small for labeling on one side may extend label to an adjacent panel.</p> <p>(6) Precautionary, handling, and hazardous material markings and labels shall be applied to assure proper handling and description of contents, as required.</p>	<p>Northrop Grumman</p>

Clause	Company
<p>B. Shipping containers must be marked per the Bar Coding Clause below.</p> <p>C. Intermediate containers must be marked to show:</p> <ul style="list-style-type: none"> <li>(1) Quantity of items and unit of measure;</li> <li>(2) Part No(s);</li> <li>(3) Part name or description; and</li> <li>(4) Earliest cure or expiration date, etc., if applicable.</li> </ul> <p>NOTE: If different items are shipped within a single intermediate container, comply with Bar Coding Clause, subparagraph M.(6).</p> <p>D. Unit containers must be marked to show:</p> <ul style="list-style-type: none"> <li>(1) Seller's name;</li> <li>(2) Quantity of items and unit of measure;</li> <li>(3) Part No(s);</li> <li>(4) Shelf-life, if applicable:                             <ul style="list-style-type: none"> <li>(a) Manufacture or assembly date (e.g., MFD DATE 2/96);</li> <li>(b) Cure date (e.g., CURE DATE 1Q 96); and/or</li> <li>(c) Expiration date (e.g., EXP DATE 2/96);</li> </ul> </li> <li>(5) Serial no., when applicable (e.g., S/N 1234).</li> </ul>	



Clause	Company
<p><u>Material Safety Data Sheets</u></p> <p>Seller/contractor/Engineer shall determine whether the product(s) purchased hereunder are hazardous chemicals or extremely hazardous substances. If the product(s) are hazardous chemicals or extremely hazardous substances, Seller/Contractor/Engineer, if it has not already done so, shall provide XXX/Buyer/Owner with current Material Safety Data Sheets (msdss) for such products(s). Such msdss shall show the applicable EPA hazard classifications and shall be delivered to</p> <p>Seller/Contractor/Engineer shall provide the MSDS in ANSI z400.1 or ISO 11014-1 sixteen part format.</p> <p>The term "hazardous chemicals" shall include, but not be limited to toxic chemicals, restricted chemicals, extremely hazardous substances, hazardous substances, hazardous waste and hazardous materials as defined in 29 CER §1910.1200, 40 CER §370.2, 40 CFR §260.10, 40 CFR §302.4, 49 CFR §171 as well as other Right-to-Know, State and local regulations.</p> <p>The Seller/Contractor/Engineer acknowledges its duty to review pertinent Material Safety Data Sheets (msdss) available at XXX' /Owner's/Buyer's job site and to take appropriate precautions regarding exposure of its employees or subcontractors. The Seller/Contractor/Engineer shall advise XXX/Owner/Buyer of any hazardous chemicals it or its subcontractors bring onto XXX' /Owner's/Buyer's premises.</p>	Anonymous - Metal Industry
<p><u>Modification</u></p> <p>No waiver, alteration or modification of the terms and conditions of this purchase order and no other terms or conditions, other than those stated herein, shall be binding upon the Buyer unless agreed to in writing and signed by its Purchasing Agent.</p>	Bethlehem Steel Corporation
<p><u>Modification</u></p> <p>Amendments. These terms and conditions may not be changed, amended, or modified, except by an amendment in writing, executed by the Authorized Buyer Representative and an authorized representative of Seller.</p>	Boeing
<p><u>Modification</u></p> <p>Modifications or Amendments. No amendments or modifications of any of the terms or conditions of the PO shall be valid unless reduced to writing and signed by both parties. The terms and conditions of this PO shall not be amended or modified by the course of performance or course of dealing between the parties.</p>	Boise Cascade

Clause	Company
<p><u>Modification</u></p> <p>Amendments and Modifications. The BUYER Supply Agreement and these General Terms and Conditions may be amended or modified only by a written document signed by each party hereto.</p>	<p>Anonymous - Restaurant Industry</p>
<p><u>Modification</u></p> <p>ALTERATION of TERMS. The terms of this Purchase Order may not be modified, superseded or amended except in a writing signed by a representative of Buyer's Purchasing Department ("Buyer's Agent"). Each shipment received by Buyer shall only be upon the terms of this Purchase Order, notwithstanding any terms contained in any quotation, acknowledgement, invoice, or other form, of Seller, of Buyer's act of accepting or paying for any shipment or any other act.</p>	<p>Anonymous - Airline Industry</p>
<p><u>Modification</u></p> <p>Modification. Amendment. Supplement Or Waiver. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.</p>	<p>Anonymous - Financial Industry</p>
<p><u>Modification</u></p> <p>No modification of this Order (including any additional or different terms in Seller's acceptance) shall be binding on Buyer unless agreed to in writing and signed by Buyer's authorized purchasing representative.</p>	<p>Northrop Grumman</p>
<p><u>Modifications</u></p> <p>Amendment. This Agreement may be modified only by mutual written agreement signed by authorized representatives of both parties.</p>	<p>Outboard Marine</p>

Clause	Company
<p><u>Modifications</u></p> <p>Modifications; Changes. This Order may not be not modified or amended except by writing signed by Buyer’s Purchasing Department. Buyer reserves the right to make changes including but not limited to, (1) changes to the drawings or specifications (2) additions or deletions from quantities ordered, (3) changes to the delivery schedule or place of delivery, and (4) changes to the method or shipment or packing. If any such change causes an increase or decrease in the cost of or timing required for performance of any part of the work or affects warranties and guarantees, an equitable adjustment may be made in the price or delivery schedule, or both, and this Order shall be modified by a written amendment executed by Buyer’s Purchasing Department and by authorized representative of Seller. Any claim by the Seller for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Seller or the notification of change. However, nothing in this clause shall excuse Seller from proceeding with this Order as changed.</p> <p>If this Order requires Buyer to review and comment of Seller’s technical documents, Seller shall assert any claims for adjustment, as described above, which would result from implementation of Buyer’s comment within thirty (30) days from the date of Seller’s receipt of such comments. No adjustment will be made hereunder unless Buyer confirms the change in writing. However, nothing in this clause shall excuse Seller from with this Order as changed</p>	<p>Phelps Dodge</p>
<p><u>Modifications</u></p> <p>Any modification of this order, to be valid, must be in writing and signed by Purchaser’s representative. Only the Purchaser’s signed consent will bind it to any terms hereafter transmitted in any form by the Seller.</p>	<p>Smith Fiberglass</p>
<p><u>Modifications</u></p> <p>Amendments and waivers. This Agreement may be amended or modified only by a written document signed by the authorized representative of the party against whom enforcement is sought. No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a general waiver or relinquishment of such term, right or condition. Waiver by either party of any default shall not be deemed a waiver of any other default.</p>	<p>Anonymous - Telecom Industry (3)</p>

Clause	Company
<p><u>Most Favored Customer</u></p> <p>Best Price. The prices for MATERIAL and SERVICES contained herein, with applicable discounts and with any increases permitted hereunder, shall be at least as low as those prices including applicable discounts offered by Seller to any of its similarly situated commercial customers for comparable MATERIAL and SERVICES in like quantities unless said customer has provided a firm commitment for a specific level of incremental business, or has specific discounts in certain areas as part of an of an overall higher price than Buyer is then being charged, or has entered into an agreement for a longer term or greater commitment than Buyer. Seller shall not be required to grant Buyer a lower price if such lower price would be unlawful under any applicable state or federal law. This paragraph does not apply to any grant by Seller's nonemployee agents, dealers, resellers, or direct customer mailing programs. This paragraph does not apply to any prices provided in response to a request for' quotation on a quantity of MATERIAL or SERVICES to be procured under a single order or a Blanket Purchase Agreement which is larger than the highest quantity for which a discount is provided hereunder, however, Buyer may request a quotation under those same circumstances.. Lower prices caused by an error in quotation or billing, or an accommodation to settle a bona fide customer dispute shall not result in the application of this paragraph. . If Seller at any time extends to any other similarly situated commercial customer lower prices or higher discounts for any MATERIAL and SERVICES in like quantity listed herein, Seller shall promptly notify Buyer in writing and extend said prices or discounts to Buyer as of the date such prices or discounts were first offered to any other such similarly situated commercial customer of Seller. If after the effective date of the resulting price decrease, Buyer shall have overpaid for affected MATERIAL or SERVICES at the pre-existing price, then the amount of the overpayment shall, at Sell Atlantic's discretion, be (1) allowed as a credit against the price of MATERIAL or SERVICES on any ORDER for which payment has not been made or (2) refunded to Buyer.</p>	<p>Anonymous - Telecom Industry (4)</p>
<p><u>Most Favored Customer</u></p> <p>Price. If price is not stated in the purchase order, it is agreed that Seller's price shall be the lowest prevailing market price. The selling price for the goods or services purchased hereunder shall at no time exceed the lowest price at which those goods or services are offered to any of Seller's other customers purchasing in like quantities. Price is to cover purchased goods or services in their entirety and, where purchase is by weight, net weight of material. No charges of any kind, including but not limited to charges for boxing, packaging, loading. bracing or cartage, will be allowed unless authorized by Buyer in writing.</p>	<p>Black and Decker</p>

Clause	Company
<p><u>Most Favored Customer</u></p> <p>Price warranty. Seller warrants that the prices for the goods delivered or sold hereunder are not less favorable than those currently extended to any other customer of Seller for die same or similar goods in similar quantities. If Seller reduces its price for such goods prior to final delivery of goods to Purchaser, Seller shall reduce the price(s) in this P.O. in a corresponding manner.</p>	<p>Anonymous - Outdoor Equipment</p>
<p><u>Most Favored Customer</u></p> <p>Price. Supplier represents, warrants and agrees that the prices, net of all discounts, for the Approved Products are not, and shall not be, greater than those prices then currently being charged to any other customer for similar items purchased in substantially equal or smaller quantities. If Supplier reduces its prices for such items to any other customer during the term of the Buyer Supply' Agreement, Supplier shall correspondingly reduce the prices for the Approved Products.</p>	<p>Anonymous - Restaurant Industry</p>
<p><u>Most Favored Customer</u></p> <p>Price, Payments Terms and Invoices: Seller represents that the price charged to Buyer for Items is at least as low as the price charged by Seller to buyers of a class similar to Buyer under conditions similar to those specified in the Purchase Order and that prices comply with applicable government laws and regulations in effect at time of quotation, sale or delivery. Seller agrees that any price reduction regarding any Items that is implemented prior to shipment or rendering of such Items, will be applied to the Purchase Order for all shipments of Items following such price reduction.</p> <p>Unless otherwise specified thereon, prices quoted on any Purchase Order or Purchase Order Revision include any and all charges for the Items ordered (including but not limited to, any charges for boxing, packing, crating, cartage, taxes or other added charges).</p> <p>Seller shall include on invoices the same information as is required on Packing Slips, and, unless otherwise instructed on a Purchase Order, shall send such invoices in duplicate to: [address]. Where Buyer has agreed in writing to pay taxes relating to any Purchase Order, applicable taxes shall be listed separately on the invoice. Buyer shall pay all invoices as set forth in Buyer's then current "Standard Settlement Schedule," a current version of which has been provided to Seller.</p>	<p>Caterpillar</p>
<p><u>Most Favored Customer</u></p>	<p>GS Electric</p>

Clause	Company
<p>Price. Seller represents that the price or prices specified in this order are in accordance with any applicable laws and regulations and do not exceed the current net prices for the same or substantially similar items whether to the Government or to an other purchaser, taking into account the quantity under consideration, and agrees that if at any time during the pendency of this order lower prices are quoted anyone for similar materials, such lower net prices shall be from that time substituted for the prices contained herein.</p>	

Clause	Company
<p><u>Most Favored Customer</u></p> <p>Price. SELLER represents that its prices to CUSTOMER, during the term of this Agreement, are and will be no less favorable than those provided to other customers for similar quantities under similar circumstances, and if not, will give CUSTOMER a retroactive price reduction.</p>	<p>Anonymous - Telecom Industry (5)</p>
<p><u>Most Favored Customer</u></p> <p>Prices. Prices, charges and rates applicable to this Contract are contained within the attached Appendices. Prices are firm for the duration of this Contract. All prices contained within Section VII, Appendix A are net prices.</p> <p>Seller warrants that any unit prices charged herein do not exceed the unit prices charged by Seller to the U.S. Government or other customers in substantially similar transactions.</p> <p>Seller represents and warrants that the prices in the attached Appendices are as low as those Seller has charged to its other customers for the same or similar products or service of the same quality for delivery during the same periods of time in the same geographical area and under the same or similar conditions. In the event that during the same period of this Contract, Seller reduces said prices to any of its other customers or Buyers organizations for the same or similar products or services of the same or similar quantity for delivery within the same geographical area and under the same or similar conditions, then Seller shall notify Buyer in writing of such reductions or increases.</p> <p>Seller also represents and warrants that the prices set forth in the attached Appendices do not and will not violate any federal, state, county or municipal law or regulation related to price discrimination price fixing or price stabilization. Seller agrees to indemnify, exonerate, and hold Buyer harmless from any such violations.</p> <p>Prices contained in this contract are applicable to Canada and Mexico, plus any applicable exchange rates for each of the respective countries.</p>	<p>Anonymous - Auto Industry</p>
<p><u>Most Favored Customer</u></p> <p>Price. The price for the goods shall be as stated on the face hereof, or if not stated, then at the price at which such goods were last previously sold by Seller to XXX. In no event however, shall the price charged hereunder exceed the lowest price at which Seller sells or offers to sell goods of like kind and quality to any other buyers or prospective buyers for delivery on or</p>	<p>Nalge</p>

Clause	Company
<p>about the time specified in this Purchase Order.</p>	
<p><u>Most Favored Customer</u></p> <p>Price warranty. Seller warrants that the Product's price does not exceed the price charged by Seller to any other customer purchasing the same Products in like or smaller quantities under similar conditions.</p>	<p>Northrop Grumman</p>
<p><u>Most Favored Customer</u></p> <p>Pricing/Technology</p> <p>A. It is the Supplier's responsibility to remain competitive on a global basis with regard to design, function, performance, reliability, delivery, quality, and price of all Products.</p> <p>Supplier represents to Buyer that the prices set forth herein are as low as the prices at which the Supplier is selling such items, currently, or at any time over the course of the Agreement, to comparable customers in the same or similar quantities under the same or similar circumstances.</p> <p>Regardless of any other provision of this Agreement, if at any time during the Agreement period, Buyer notifies Supplier in writing that Buyer can purchase the Products from another source or secure the Products itself at a lower price, in comparable quantities and under similar or comparable terms, Supplier may, if they desire, meet the lower price within thirty (30) days after receipt of Buyer's written notice. Additionally, if at any time during the Agreement period, Buyer becomes aware of new or different technologies which can be applied to the Buyer' Products, and which are in Buyer's reasonable opinion, superior to the technologies utilized by Supplier, Buyer may notify Supplier in writing of such new or different technologies. If Buyer does notify Supplier, then Supplier may or may not elect to apply the new or different technologies. In either event where notice is given, if Supplier does not lower its price or adopt any new technology, Buyer may terminate this Agreement.</p> <p>B. Buyer shall not be obligated to pay any termination charges should Supplier fail to remain competitive as described above.</p> <p>C. The Product prices set forth on Exhibit A, shall remain in effect from the effective date of this Agreement through _____</p>	<p>Outboard Marine</p>



Clause	Company
<p>D. Commencing upon the Effective Date of this Agreement, Supplier shall submit ideas annually for improved productivity which will result in overall cost savings for the parties. Submitted ideas will be evaluated, approved, and implemented. Supplier guarantees to Buyer an annual five percent (5%) cost saving through generation and implementation of approved projects. If Supplier fails to yield the annual five percent (5%) cost savings or any portion thereof, Supplier will reimburse Buyer the difference in cash payment. In addition, any cost savings/reduction measures adopted by mutual agreement of the parties shall be shared equally between the parties in the form of an additional cost reduction to Buyer equal to one-half of the amount of the savings as it relates to particular Products.</p>	
<p><u>Most Favored Customer</u></p> <p>Price warranty. Supplier warrants the prices for the goods and/or services sold BUYER hereunder are not less favorable than those currently extended to any other customer for the same or substantially similar goods in similar quantities and/or the same or substantially similar services. In the event Supplier reduces its prices for such good and/or services during the term of this PO, Supplier agrees to reduce the prices shown on this PO correspondingly. Supplier warrants that prices shown on this PO shall be complete and no additional charges of any type shall be added without BUYER's express written consent. Such additional charges include but are not limited to shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating. If the price is omitted on this PO (except where this PO is given in response to quoted prices) it is agreed that Supplier's price will be the lowest current competitive market price at date of shipment and/or performance of services. In no event is this PO to be filled at higher prices than last previously quoted or charged to BUYER, without BUYER's prior consent.</p>	Pharmacia & Upjohn Company
<p><u>Most Favored Customer</u></p> <p>Price warranty. Seller warrants that the prices for the goods or services covered by this Order are not less favorable than those extended to others for like or smaller quantities of the same or similar goods or services. If Seller charges lower prices to others for such goods or services before it has delivered all of the goods or performed all of the services covered by this Order, Seller shall offer to reduce the prices under this Order proportionately. Seller warrants that the prices shown on the front of this Order are complete and that no additional charges of any type shall be added without Buyer's prior written consent.</p>	Anonymous - Metal Industry
<p><u>Most Favored Customer</u></p> <p>Supplier represents and warrants that all prices, benefits, warranties, and other terms and conditions in this Agreement are and will continue to be during the term of this Agreement no</p>	Anonymous - Telecom Industry (2)

Clause	Company
<p>less favorable than those currently being or which will be offered by Supplier to any of its similarly situated customers. Supplier shall review and have an officer of their Company certify its compliance with this section to Buyer semi-annually. This certification shall be sent to Buyer's representative listed under the Section called "Notices."</p>	
<p><u>Most Favored Customer</u></p> <p>Price. Initial prices for Seller’s Equipment and Services will be specified in writing and attached hereto and by this reference incorporated herein. Seller represents that such prices for rental, lease or purchase of Seller’s equipment are and shall be at least as low as those offered by Seller to any of its other similarly situated customers in the telecommunications industry for the same Equipment or Services under the same terms and conditions during the term of this Agreement. Equipment or Services requested by Buyer that are not expressly provided for in this Agreement shall be priced by Seller according to that pricing offered by Seller to any of its other similarly situated customers in the telecommunications industry with the same dollar/ unit annual purchases and terms and conditions or otherwise as mutually agreed by both parties. Under the purchase commitment, Buyer agrees to acquisitions which will achieve a qualifying level of 7,550 points (“Qualifying Level”) for Products listed in Exhibit D6. Failure to achieve such qualifying level will not result in the assessment of non-fulfillment charges.</p>	<p>Anonymous - Telecom Industry (3)</p>
<p><u>Most Favored Customer</u></p> <p>Supplier's Lower Offer. If Supplier sells or offers to sell to others Equipment or Services of equal or better quality and at the same or lesser quantity at a lower price than that stated herein, such lower price shall be applicable to shipments to XXX while such lower price is effective.</p>	<p>Anonymous - Chemicals</p>
<p><u>Most Favored Customer</u></p> <p>Supplier represents and warrants to XXX that the prices, license fees, charges, discount provisions, pricing terms and warranties for Products and Related Services offered to XXX pursuant to this Agreement are, and during the term of this Agreement will be, the same as or lower, or more favorable than those contemporaneously offered by Supplier to similarly situated purchasers. If Supplier shall enter into arrangements during the term of this Agreement with any other similarly situated purchaser providing for lower or more favorable prices, license fees, charges, discount provisions, pricing terms and warranties, Supplier shall make the same available to XXX and this Agreement shall be amended accordingly.</p>	<p>Anonymous - General merchandisers</p>
<p><u>Most Favored Customer</u></p> <p>Most Favorable Provisions. All of the prices, terms, warranties and benefits granted by</p>	<p>Anonymous - Brokerage</p>

Clause	Company
<p>Contractor herein are, in the aggregate, comparable to or better than the prices, terms, warranties and benefits being offered by Contractor to any of its commercial customers as of the date of this Agreement. If Contractor, during the term of this Agreement, enters into an Agreement with any other commercial customer that provides, in the aggregate, more favorable prices, terms, warranties and/or benefits, Contractor shall give Customer written notice of same within thirty (30) days of the execution of such Agreement and, upon Contractor's receipt of the written consent of Customer, this Agreement shall thereupon be deemed amended to provide the same prices, terms, warranties and benefits to Customer.</p>	
<p><u>Most Favored Customer</u></p> <p>Most Favored Nation. Anything in the Agreement to the contrary notwithstanding, Vendor agrees that in the event it offers more favorable terms to any customer, other than to a state or to the Federal Government, purchasing similar goods in similar or like quantities, or contracting similar or like services, Vendor shall likewise promptly offer such terms to XXX.</p>	<p>Anonymous - Insurance (stock)</p>
<p><u>Most Favored Customer</u></p> <p>Favored Nations. Seller agrees that no price payable, or to become payable, hereunder, shall exceed the lowest price lawfully charged by the Seller at the same time to other customers for substantially like quantities of the same or similar articles. Seller agrees to repay to Buyer any amount paid by Buyer in excess of said lowest price.</p>	<p>Anonymous - Petroleum refining</p>
<p><u>Most Favored Customer</u></p> <p>Price Warranty. Vendor warrants that prices shown on this Purchase Order shall be completed and no additional charges of any type shall be added without XXX's express written consent. Such additional charges include but are not limited to shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating. If the price is omitted on this Purchase Order (except where this Purchase Order is given in response to quoted prices) it is agreed that Vendor's price will be the lowest current competitive market price at date of shipment and/or performance of services. In no event is this Purchase Order to be filled at higher prices than last previously quoted or charged, without XXX's prior consent. Vendor warrants that the prices for the goods and/or services covered by this Purchase Order are not less favorable than those extended to any other customer for the same or similar goods and/or services. In the event Vendor reduces its price for such goods and/or services during the term of this order, Vendor agrees to reduce the prices hereof correspondingly.</p>	<p>Anonymous - Pharmaceuticals</p>

Clause	Company
<p><u>Most Favored Customer</u></p> <p>(a) All of the prices, terms, and warranties granted by Seller herein are at least equivalent to terms being offered by Seller to any present, internal, or external customer for comparable services. If Seller shall, during the term of this Agreement, enter into arrangements with any other customer providing more favorable prices and terms for comparable services at comparable or lesser revenue levels, the Agreement shall at Buyer's option thereupon be deemed amended to provide the same prices and terms to Seller. Seller shall provide Buyer with prompt written notice of a change in the provisions of this Agreement that may result from the granting of a more favorable agreement to another customer. Seller warrants that the prices and discounts offered herein are not in violation of the Robinson-Patman Act. [Cross-reference this section as an exception to the Agreement section, because you've just provided for an amendment that's not signed by both parties.]</p> <p>(b) Without limiting its other remedies under this Agreement, Buyer shall have the right, upon reasonable notice and subject to applicable confidentiality agreements, to have an independent certified public accountant ("CPA") audit and examine other Seller arrangements to determine whether Buyer is receiving the most favorable rates to which it is entitled. Such CPA shall be required to execute an appropriate confidentiality agreement, and shall not divulge any information regarding any customer of Seller or that Seller is complying with this Section () except that such CPA may provide information in any litigation arising out of this Agreement Seller shall be permitted to take reasonable steps to protect the identity of other customers during any audit by Buyer that is permitted by this Section ().</p>	<p>Anonymous – Insurance (mutual)</p>
<p><u>Non-Complying Products</u></p> <p>Defective goods. If any of the Goods fail to comply with any of the terms of this Purchase Order, Seller shall promptly correct such discrepancy or replace such Goods at Seller's expense upon written or telegraphic notice, or verbal notice confirmed in writing, of such discrepancy from Buyer (which notice shall be effective when received by or communicated to Seller). If Seller shall fail to so act within 5 days of such notice, Buyer may cancel this order as to all such Goods by giving Seller notice in the manner described above, and in addition to its rights and remedies hereunder and at law and equity, Buyer may, at its option, cancel the then remaining balance of this order by the same notice procedure, and as to all or any part of the Goods, purchase substitute goods elsewhere and charge Seller with any loss incurred. After notice to Seller of a discrepancy, all such Goods will be held at Seller's risk until the discrepancy is corrected or such Goods are returned to Seller. Buyer may, and at Seller's direction shall, return such Goods to Seller at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller. Any payment for such Goods shall be refunded by</p>	<p>Anonymous - Airline Industry</p>

Clause	Company
Seller unless seller promptly corrects the discrepancy or replaces the Goods at Seller's expense.	
<p><u>Non-Complying Products</u></p> <p>Inspection and Rejection. In case of defects in material or workmanship or nonconformance with requirements, Buyer shall have the right to reject. Seller shall bear all risks as to rejected goods, except that Buyer shall be responsible for loss, destruction or damage to the goods only if such loss, destruction or damage results from the gross negligence of officers, agents or employees of Buyer. Goods rejected shall be promptly returned at Seller's expense or, if required by Buyer, corrected in place at the expense of Seller. No goods returned as defective are to be replaced without Buyer's authorization and credit will be taken on Buyer's voucher. Buyer may by contract or otherwise replace or correct, such goods and charge Seller for costs and damages. To defray cost of shipping, handling and inspection, a service charge on rejected goods may be billed to Seller. At Buyer's option, Buyer may perform inspection of goods covered by this order at Seller's plant with Seller providing necessary facilities to conduct such inspection. Payment for any goods hereunder shall not be deemed an acceptance thereof.</p>	GS Electric

Clause	Company
<p><u>Non-Complying Products</u></p> <p>Nonconforming Goods. To the extent Buyer rejects goods as nonconforming, the quantities under this order will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new order or schedule from Buyer. Nonconforming goods will be held by Buyer for disposition in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions with ten (10) days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling, or to dispose of the goods, without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance thereof, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.</p>	<p>Anonymous - Auto Industry</p>
<p><u>Non-Complying Products</u></p> <p>6.1. If any Good or Service is defective or otherwise not in conformity with the requirements of this Order ("Non-complying Product"), XXX may (i) return the Non-complying Product for replacement or reworking at Seller's expense, or (ii) repair the Non-complying Product and recover XXX's reasonable expenses of repair.</p> <p>6.2. Seller shall, if XXX selects the alternative in paragraph 6.1(i) above, return the replacement or reworked Product no later than five work days after receipt of the Non-complying Product from XXX. The cure period specified in the Default Clause shall apply only once to any breach of this section 6.2.</p> <p>6.3. If Seller fails to return replacement or reworked Goods to XXX in a timely manner as specified in section 6.2 above, XXX may reject the Non-complying Product not to be replaced or reworked, with a full refund of all costs paid by XXX. If XXX rejects any Non-complying Product, XXX may procure, upon such terms and in such manner as XXX reasonably deems appropriate, a similar product in substitution for the Non-complying Product: Seller shall reimburse XXX upon demand for all additional costs incurred by XXX in purchasing any such product.</p>	<p>Hewlett Packard</p>
<p><u>Non-Complying Products</u></p> <p>Defective or Non-Conforming Merchandise. If any Merchandise is defective, unsuitable, does not conform to all terms hereof and of the Order and all warranties implied by law, then Buyer may, at its option, return it to Vendor for full credit or refund of the purchase price or repair it at Vendor's expense, and may charge Vendor such price or expense and the cost of any incurred inbound and outbound freight and a handling, storage and inspection charge of 7 1/2% of the</p>	<p>K-Mart</p>

Clause	Company
<p>returned Merchandise invoice price. Food, pharmaceutical and other Merchandise is 'unsuitable' if received by Buyer less than six months prior to any expiration, 'sell by' or similar date applicable to the Merchandise. Buyer is under no duty to inspect any Merchandise before resale thereof, and resale, repackaging or repackaging for the purpose of resale does not constitute a waiver of, or otherwise limit, any of Buyer's rights resulting from defective or non-conforming Merchandise.</p>	
<p><u>Non-Complying Products</u></p> <p>Non-conforming goods. If Seller fails to deliver or delivers defective or nonconforming Products, Buyer may:</p> <ul style="list-style-type: none"> <li>A. Accept such Products at an equitable price reduction;</li> <li>B. Reject such Products;</li> <li>C. Demand specific performance; or</li> <li>D. Make, or have a third party make, all repairs, modifications, or replacements (the "Corrections") necessary to enable such Product to comply in all respects with Order requirements and charge the cost incurred to Seller.</li> </ul> <p>Rejected products. For goods exceeding \$50/unit or \$25,000 total, Seller shall appropriately label each previously rejected Product and list the specific defect and repair made.</p>	<p>Northrop Grumman</p>
<p><u>Non-Complying Products</u></p> <p>Work progress and rejections. Purchaser shall have the right (but not the obligation) to review work progress and test all goods, supplies, special tooling, materials and workmanship to the extent practicable at all times and places during the period of manufacture. In case any goods delivered or service rendered hereunder is defective in material or workmanship or otherwise not in conformity with the requirements of this order, Purchaser shall have the right notwithstanding payment or any prior inspection or test or custom or usage of trade, either to reject it or to require its correction by and/or at the expense of Seller promptly after notice.</p>	<p>Smith Fiberglass</p>
<p><u>Non-Complying Products</u></p> <p>No Variances. No variances, regardless of industry standards, with respect to quality, quantity, size, capacity, volume, content or other standard measure of the Goods (including all related packaging, labeling and printed matter) are allowed. Vendor shall assume responsibility for and indemnify Purchaser against any fines, costs or expenses, including attorney fees, (a) imposed by any federal, state or local governmental body, or other third party, for variances in the Goods shipped hereunder, and/or (b) incurred by Purchaser as a result of the variances.</p>	<p>Target</p>

Clause	Company
<p><u>Non-Complying Products</u></p> <p>Resolution of conflicts or inconsistencies occurring in the order. It is Seller's responsibility to comply with these and all referenced documents and to clarify with Buyer any inconsistencies conflicts in any parts of this order, such as these provisions contained in this document, additional terms and conditions, general specifications, detailed specifications, etc. Should Seller fail to contact Buyer to resolve these conflicts or inconsistencies, Seller will be solely responsible for errors resulting from conflicts or inconsistencies. Where documents are referenced, the version in effect at the time of order placement shall apply.</p>	United Defense
<p><u>Origin of Products</u></p> <p>Country of origin. If the materials purchased hereunder are materials of foreign origin, Seller will cause all such materials and their containers to be marked with the country of origin, as required by United States law, and will indicate the country of origin on all invoices for the products. Upon Buyer's request, Seller will promptly complete and return to Buyer certification(s) to evidence the origin of such materials purchased hereunder.</p>	Kodak
<p><u>Overtime</u></p> <p>After Hours Service. (a) SELLER will provide after hours service on an as available basis and cannot guarantee after hours service. Any after hours service that does occur will be billed at the time and materials prices listed in Exhibit F. After hours services may be adjusted annually upon 30 days written notice to customer and will not increase more than three (3) percent annually. (b) After hours charges are calculated from the time the SELLER's representative begins to travel to the CUSTOMER site until the SELLER's representative completes the call and returns to the point of origin.</p>	Anonymous - Telecom Industry (5)
<p><u>Overtime</u></p> <p>Buyer shall not be obligated to pay Seller any additional compensation for any overtime work by Seller or its subcontractors unless Buyer (i) so agrees in writing prior to the performance of such overtime work or (ii) directs the performance of such overtime work. Seller shall perform any overtime work directed in writing by Buyer. If this is a lump sum contract or if Seller is to be compensated for the portion of the Work to which such overtime work relates on a lump sum basis, Seller shall reimburse Buyer for (i) the premium portion of the hourly wages paid in connection with such overtime work and (ii) all applicable taxes, insurances and established benefits paid with respect to such premium portion. If this is not a lump sum contract and if Seller is not to be compensated for the portion of the Work to which such overtime work relates on a lump sum basis, Buyer shall pay Seller 150% of the straight time hourly wages paid in</p>	Anonymous - Metal Industry



Clause	Company
<p>connection with such overtime work. Notwithstanding the foregoing, Buyer shall not be obligated to reimburse Seller if, in Buyer’s opinion, such overtime work is required for the timely performance of the Work.</p>	
<p><u>Overtime</u></p> <p>Payment for overtime. Unless otherwise specified on the order, the overtime rate specified on such order, if any, will be paid for time worked a (40) hours per week. Overtime must have prior written approval by Buyer.</p>	<p>United Defense</p>
<p><u>Packaging</u></p> <p>Packing. Material shall be packaged and packed at no additional charge for shipment in suitable boxes, reels, or bundles, pieces or coils, etc., which will provide protection against damage during domestic shipment, handling, and storage in reasonably dry, unheated quarters. Corrugated shipping containers shall comply with requirements of the uniform freight classification. Containers of any type that are too heavy or too large to be palletized shall be skidded to facilitate fork truck and/or mechanical handling.</p>	<p>Anonymous - Telecom Industry (4)</p>
<p><u>Packaging</u></p> <p>Shipping and packing. All items ordered shall be suitably packed and marked for shipping. Purchaser shall not be charged for any packing, marking or boxing not separately itemized hereon. Seller shall be liable to Purchaser for any loss or damage resulting from Seller's failure to provide adequate protection during shipment. Purchaser and Seller shall assist each other, including the procuring of any documents or information, in filing and/or prosecuting any claims against canters or others arising out of such shipment.</p>	<p>Anonymous - Outdoor Equipment</p>
<p><u>Packaging</u></p> <p>Packing: Each shipment or Equipment must be carefully packed and, if freight is to be paid by Purchaser, Vendor shall make one complete shipment and shall not make split shipments without Purchaser's prior written consent. In the event a split shipment is accepted, Vendor shall pay Purchaser any excess freight costs incurred by Purchaser. Equipment shipped in one order should be represented by one bill of lading, reflecting the order number (s) included in the shipment. Vendor's shall pay any excess freight costs incurred by Purchaser for failure to combine all simultaneous shipments on one bill of lading. Any damage or loss caused by Vendor's failure to pack properly shall be paid by Vendor. No separate charges for packing, drayage or storage shall be made and Purchaser is responsible for only the lowest rate of transportation on shipments unless otherwise specified. Separate orders shall not be combined on one packing slip. Invoice shall be mailed separately from shipment.</p>	<p>Mervyn’s</p>

Clause	Company
<p><u>Packaging</u></p> <p>Packing and shipping; risk of loss: All goods shall be suitably packed, marked conspicuously with Buyer’s purchase order number, and shipped in accordance with shipping instructions specified in this order and otherwise in such a manner as to obtain the lowest transportation cost. No charge shall be made to Buyer for packaging, cartage or insurance unless separately itemized on the face hereof. Additional expenses, charges, damages or claims incurred as a result of deviation from the specified route, non-compliance with shipping instructions, failure to provide adequate protection during shipment, or improper description of the shipment in shipping documents shall be Seller's responsibility. Buyer shall have the right to route all shipments. All shipments to be forwarded on day one via one route shall be consolidated. Goods sold f.o.b. destination must be prepaid whenever possible. Immediately upon shipment, Seller shall notify Buyer, advising of complete shipping information.</p> <p>The risk that the ordered goods may be lost, damaged or delayed in transit shall be borne by Seller until actual receipt by Buyer in conformity with the terms of this order unless the mode of transportation has been specified by the Buyer, in which case the risk of loss, damage or delay will pass to Buyer upon Seller's timely delivery of the goods, properly packaged and with suitable shipping documents, to an appropriate carrier for delivery to Buyer.</p>	<p>Nacco</p>

Clause	Company
<p><u>Packaging</u></p> <p>Packing and shipping. Seller shall, unless otherwise stated in the Order:</p> <p>A. Prepare all Products for shipment to prevent damage or deterioration;</p> <p>B. Comply with Buyer's packaging requirements;</p> <p>C. Secure the lowest lawful transportation rates;</p> <p>D. Comply with carrier's classifications, tariffs, and packaging instructions; however, Seller shall notify Buyer, before shipping, of any conflict between Buyer's and carrier's packaging requirements;</p> <p>E. Pay all charges for preparation, packaging, packing, boxing or crating;</p> <p>F. Pay all cartage and shipping (except forward freight collect when free on board [FOB] origin [place of shipment]);</p> <p>G. Make one daily shipment of all Products by the same means of transportation, to the maximum extent possible;</p> <p>H. Number and mark each container with a consecutively assigned container number and with the applicable Order number;</p> <p>I. Indicate the container, Order, item, serial (if serialized), part (from the face of this Order) and lot or batch number (if applicable) on the packing sheets and bills of lading;</p> <p>J. Place one copy of the packing sheet inside the first container and attach one copy to the outside of the container;</p> <p>K. Instruct the Shipper to include the Order number on the freight invoice; and</p> <p>L. Not declare the shipment value unless tariff rates or rating is dependent upon the released or declared value; then, declare the maximum value for the lowest rates or rating.</p> <p>Damage resulting from improper Product packaging will be charged to Seller.</p>	<p>Northrop Grumman</p>
<p><u>Packaging</u></p> <p>Marking and packing. All shipping labels on each separate unit (box, package, . . . ) shipped will accurately reflect the "total number of units that are being delivered on each delivery made. Each unit delivered will be clearly marked 'Attn. To:' as requested; in all cases, the order number, serial number or other mutually agreed upon number will be clearly marked on the outside of each box being shipped.</p>	<p>Anonymous - Telecom Industry (3)</p>
<p><u>Packaging</u></p> <p>Packaging, packing lists, and bill of lading. Seller shall be responsible for proper packaging, loading and tie-down to prevent damage during transportation. Seller must bill all returnable containers on a separate memo invoice; return transportation charges will be collect and for</p>	<p>United Defense</p>

Clause	Company
<p>Seller's account. Buyer's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by such packing list.</p>	
<p><u>Patents</u></p> <p>Patent Guarantee. Seller warrants that the sale or use of the goods or materials covered by this purchase order shall not infringe or contribute to the infringement of any patents, utility model registrations, design registrations, trademarks, or copyrights, or embody an unauthorized use of trade secrets, either in the U.S.A. or in foreign countries. Seller agrees to indemnify and hold Buyer harmless from and against all claims, liabilities, costs, damages, or expenses (including attorneys' fees) of any kind, involving any actual or alleged infringement or unauthorized use, excluding, however, any infringement or use solely relating to concepts, designs, or ideas furnished in writing by Buyer and which, as between Buyer and Seller, originated with Buyer. If the sale or use of the goods or materials purchased is enjoined, Seller at its own expense and at Buyer's option shall (a) procure for the Buyer and its customers the right to continue using and selling the goods or materials, (b) modify the goods or materials so as to be non-infringing, (c) replace the goods or materials with non-infringing goods or materials, or (d) refund the purchase price to Buyer.</p>	<p>Black and Decker</p>
<p><u>Patents</u></p> <p>Patents, trade secrets and confidential information. Seller warrants the Goods do not infringe, or constitute an unauthorized use of, any (i) United States or foreign letters patent, (ii) trade secrets, or (iii) confidential information, and Seller agrees to defend, at Seller's expense, all claims, suits, actions, or proceedings, in law or equity against Buyer, its successors, assigns, customers and users of any of the Goods, or any of them, for actual or alleged infringement or unauthorized use of any one or more of the items described in (i), (ii) and (iii) resulting from or arising out of the use or state of the Goods, and further agrees to pay and discharge any and all judgments, decrees, penalties and settlements which may be rendered or reached in any and all such claims, suits, actions or proceedings against the Buyer, its successors, assigns, customers and such users, or any of them.</p>	<p>Anonymous - Airline Industry</p>
<p><u>Patents</u></p> <p>Patents and taxes. The Contractor shall pay all royalties and license fees necessary for the full and free use and enjoyment by XXX of any and all rights to any inventions, machines, processes or devices which may be applied or incorporated as part of the Work, either in the construction or use after completion. The Contractor shall indemnify, protect and defend XXX,</p>	<p>Superior Essex</p>

Clause	Company
<p>at its own expense, against any and all suits or claims for infringements of any patent rights and shall forever indemnify, protect and defend and save XXX harmless from liability of any nature or kind, including fees, damages, costs and expenses, on account thereof.</p> <p>The Contractor shall pay all taxes, including but not limited to sales, consumer, use and any other tax levied in connection with the work.</p>	
<p><u>Patents</u></p> <p>Patent Indemnify. The Seller agrees to hold and save harmless the Buyer and any of its customers and all persons claiming under Buyer from any and all loss, damage and expense of any kind by reason of actual or alleged infringement or contributory infringement of any Letters Patent or trademark rights by reason of the manufacture, delivery, use or sale of the goods and the Seller agrees to defend at its own expense any kind and all actions or proceedings charging infringement of Letters Patent or trademark rights that may be brought against the Buyer or any of its customers, or all persons claiming under Buyer, and to pay all costs and damages that may be assessed or incurred in every such action.</p>	GS Electric
<p><u>Patents</u></p> <p>Seller shall indemnify and hold harmless Buyer, its directors, officers, employees, customers, successors, and assigns (hereinafter in this paragraph only collectively referred to as "Buyer"), from any liability on claims of patent, trade secret or copyright infringement against Buyer on account of any composition, process, invention, article or appliance used or furnished by Seller in the performance of this Agreement, including but not limited to, patents or processes for the manufacturing, sale and delivery of such products, and Seller shall defend any suits brought against Buyer for any such claim and shall bear Buyer's costs, expenses and reasonable attorneys' fees in the defense thereof and the judgments and costs which may be awarded against Buyer therein or amounts paid in settlement with Seller's prior approval; provided that Buyer shall notify Seller of any claim or suit with reasonable promptness after Buyer receives notice thereof and Seller shall have the right to participate in or take over the defense of such claim or suit.</p> <p>If any of the products to be purchased hereunder purports to be protected by one of more patents or copyrights and a decree of judgment be entered into a court of competent jurisdiction holding invalid any such copyrights or any of the protection which they purport to give or as a condition of a settlement agreement Buyer's use of said product is prohibited or limited, Buyer may Immediately cancel this Agreement by written notice to Seller or may accept substitute non-infringing products of like grade and quality provided by Seller. In the event Buyer</p>	Anonymous - Health Industry (2)

Clause	Company
<p>terminates this Agreement, Buyer shall be entitled to any and all other remedies in law and in equity.</p>	
<p><u>Patents</u></p> <p>Patent Copyright And Trademark Indemnification</p> <p>Seller shall indemnify and hold Buyer harmless against any and all costs, expenses, losses, damages or liability incurred because of actual or alleged infringement of any patent, copyright, trade secret, or trademark arising out of the use by Buyer of Equipment sold by Seller. Buyer shall (when and to the extent that Buyer has actual knowledge thereof) promptly notify Seller of such claim or demand and shall permit Seller to control the defense thereof. If an injunction is issued as a result of any such claim, Seller agrees, at its expense, to use its best reasonable efforts to either: (a) procure for Buyer the right to continue using such Equipment: or (b) replace such Equipment with non-infringing Equipment of equal performance, quality, and value, or (c) modify such Equipment so that it becomes non-infringing but still provides equal performance; or (d) in the event none of the above solutions are available, Seller shall remove the Equipment after the date the injunction issues and refund the purchase price of the Equipment less three percent (3% of the purchase price) for each month the Equipment was available for Buyer's use. In any event Seller shall pay for all Equipment removal and transportation charges. Such indemnification shall not apply where the alleged infringement results from changes to the Equipment made by, or according to, Buyer's instructions.</p>	<p>Anonymous - Financial Industry</p>
<p><u>Patents</u></p> <p>Special Features. All Merchandise designs, patents, trademarks and trade names which are supplied by Buyer to Vendor or which are distinctive of Buyer's private label merchandise ("Special Features") are the property of Buyer and must be used by Vendor only for Buyer. Buyer may use the Special Features on or with respect to goods manufactured by others and obtain legal protection for the Special Features including, without limitation, patents, patent designs, copyrights and trademarks. Merchandise with Special Features which is not delivered to Buyer for any reason must not be sold or transferred to any third party without written authorization of Buyer and unless and until all labels, tags, packaging and markings identifying the Merchandise to Buyer have been removed.</p>	<p>K-Mart</p>
<p><u>Patents</u></p> <p>Patent Indemnification. Seller warrants that the sale, use and/or method of manufacture of the material does not infringe any intellectual property rights, including any patent, trademark,</p>	<p>Kodak</p>

Clause	Company
<p>trade secret or copyright, now or hereafter granted in any country in the world. As a condition of this purchase, Seller agrees to defend and indemnify Buyer for all damages, costs, expenses or other losses (including reasonable attorneys' fees) which result from any claim that such material infringes any such rights, provided that Buyer agrees to notify Seller promptly of such suit or action and tenders to Seller control of the defense. Buyer has the right to be represented in such defense at its own expense. Seller obligations hereunder shall survive acceptance of and payment for the materials by Buyer.</p> <p>Buyer extends a like warranty and indemnification to Seller with respect to any claim of infringement against Seller arising from Seller's compliance with Buyer's specifications, except to the extent that such specifications are derived from Seller.</p>	

Clause	Company
<p><u>Patents</u></p> <p>Patents and inventions. All ideas, inventions (whether or not patentable), and improvements whatsoever, conceived, discovered, or developed by Seller, Seller's employees or Seller's subcontractors, specifically related to or in connection with performance of this Order, shall be and remain the sole and exclusive property of Buyer. Seller agrees to promptly disclose to Buyer all such ideas, inventions, and improvements, and, on demand and at Buyer's expense, assist and require and bind Seller's employees to assist, in preparation, execution, and delivery of any disclosures, patent applications or other papers required by Buyer to obtain and enforce patents in the United States and foreign countries, and to execute and deliver to Buyer any assignment or other document which Buyer deems necessary to perfect Buyer's right, title and interest in and to said ideas, inventions, and improvements. Seller shall insert the substance of this Condition, in favor of Buyer, in subcontracts at any tier under this Order.</p>	<p>Northrop Grumman</p>
<p><u>Patents</u></p> <p>Patents/Copyrights. Supplier agrees, upon notification, to promptly assume full responsibility for defense of any suit(s) or proceeding(s) which may be brought against BUYER or its agents, customers or other Suppliers for alleged patent infringements, as well as any alleged unfair competition resulting from similarity in design, trademark or appearance of goods furnished under this PO. Supplier further agrees to indemnify BUYER, its agents and customers against any and all expenses, losses, royalties, profits and damages including court costs and attorneys' fees resulting from such suit(s) or proceeding(s), including any settlement. BUYER may be represented by and actively participate through its own counsel in any such suit(s) or proceeding(s) if it so desires and the cost of such representation shall be paid by Supplier.</p>	<p>Pharmacia &amp; Upjohn Company</p>
<p><u>Patents</u></p> <p>Seller shall protect defend, hold harmless, and indemnify Purchaser, its successors, assignees, customers and users of Sellers goods or services from and against all loss, damage, injury and expense (including actual attorney's fees and punitive and exemplary damages) arising out of any demand, claim or suit for actual or alleged Infringement of any party by reason of the use or sale of any goods or services or part thereof covered by this order, including the replacement of any such goods or part.</p>	<p>Smith Fiberglass</p>
<p><u>Patents</u></p> <p>(a) All inventions, developments, and improvements (whether patentable or not) made or conceived by the Seller or its employees, solely or jointly with others, in the course of</p>	<p>United Defense</p>



Clause	Company
<p>performance of work under this order are the property of the Buyer. Seller agrees to grant to the Buyer all right, title, and interest in each invention made by the Seller or its employees during or as an incident to performance hereunder.</p> <p>(b) Seller shall, at its expense, defend any suit or proceeding brought against Buyer, its successors and assigns, vendees, employees, and users of Buyer's products, based on a claim or claims, that any goods or any component part furnished hereunder infringes any U.S. or foreign letters patent (except infringement necessarily resulting from adherence to Buyer's specifications or drawings), provided that Buyer notifies Seller in writing and assists Seller, as and if required, in defending the suit or proceeding. Seller shall pay all damages, costs, and attorneys' fees awarded in any suit or proceeding.</p> <p>(c) If the goods or any component parts furnished hereunder are held to infringe and their use is enjoined, Seller shall, at its option and its own expense, (i) procure for Buyer and its successors and assigns, the right to continue using the goods, (ii) replace them with a substantially equivalent noninfringing product, or (iii) modify them so they become noninfringing with substantially equivalent performance. Absent (i), (ii), and (iii), Buyer reserves its rights at law, or at its option may return the infringing goods to Seller at Seller's expense and Seller promptly shall refund the purchase price to Buyer. Any unpatented knowledge or information concerning Seller's products, method of manufacturing, and processes which Seller may disclose to Buyer incident to the manufacture of the goods covered by this order shall, unless otherwise specifically agreed in writing, be deemed to have been disclosed as part of the consideration for this order, and Seller agrees not to assert any claim (other than a claim for patent infringement) against Buyer by reason of Buyer's use or alleged use thereof.</p>	

Clause	Company
<p><u>Payments</u></p> <p>Payment. Seller shall issue a separate invoice for each delivery and shall not issue any invoice prior to the date of Buyer's Final Acceptance of the Goods, unless the Purchase Order provides for milestone payments. Payment will be made after Final Acceptance of the Goods and receipt of a correct invoice at the location specified in the Purchase Order. Unless freight or other charges are itemized, any applicable discount may be taken on the full amount of the invoice. Payment due date, including discount periods, will be computed from acceptance or receipt of a correct invoice, whichever is later, to the date Buyer's check is mailed or otherwise tendered. Seller shall promptly repay to Buyer any amounts paid in excess of the amounts due Seller.</p> <p>Payments: Milestone Payments. The payment schedule will be as set forth in the Purchase Order. If the Purchase Order provides for milestone payments (including payments referred to as progress payments, advance payments, or the like), Seller shall issue a separate invoice for each such payment (a "Milestone Payment"). No invoice for any Milestone Payment shall be issued prior to the occurrence of the event set forth for such Milestone Payment in the Purchase Order. Payment of each Milestone Payment will be made within thirty (30) days after receipt by Buyer of the invoice for such Milestone Payment and approval by Buyer of such invoice. Unless the Purchase Order specifies a different delivery point, all Goods delivered under this Agreement are to be delivered F.O.B. destination, and therefore no charge for freight shall be stated in any invoice for any payment hereunder. The payment due date, including applicable discount periods, will be computed from the date of Buyer's Final Acceptance of the Goods (in the case of final payment) or receipt of a correct milestone invoice, approved by Buyer, (in the case of milestone payments) to the date Buyer's check is mailed or otherwise tendered.</p> <p>Treatment of Milestone Payments. All Milestone Payments are to be treated for purposes of this Agreement as advance payments against the purchase price of the Goods. In the event that this Agreement is terminated for convenience pursuant to clause 17 or canceled for default pursuant to clause 18, (any of the foregoing being referred to in this Agreement as a "Termination Event") Buyer shall be entitled to repayment by Seller of any amount by which the amount owed to Buyer pursuant to the respective clauses referred to exceeds the amount of the Milestone Payments made by Buyer to Seller pursuant to this Agreement. Seller shall promptly repay to Buyer any amount paid in excess of the amounts due Seller.</p>	<p>Boeing</p>
<p><u>Payment</u></p> <p>Payment terms shall be made equally available to all Approved Distributors, taking into account</p>	<p>Anonymous - Restaurant Industry</p>

Clause	Company
appropriate credit considerations. Nothing contained in these General Terms and Conditions or in the Buyer Supply Agreement shall prevent any Approved Distributor from negotiating more favorable payment terms, but such terms must be made available to Approved Distributors in a nondiscriminatory manner and may not adversely alter the prices for Approved Products negotiated by Buyer and Supplier.	

Clause	Company
<p><u>Payments</u></p> <p>Hidden Payments. Supplier has not made or paid, and during the term of the Buyer Supply Agreement will not make or pay, directly or indirectly, any product or cash allowances, rebates or brokerage consideration to any person or entity, including without limitation _____, Buyer or any officer, employee, director, agent or representative of Buyer or _____ or any Approved Distributor, any _____ or any other Approved Supplier or any of their respective affiliates, in order to receive a recommendation that Buyer do business with Supplier, or in order to secure Buyer's business or otherwise.</p>	<p>Anonymous - Restaurant Industry</p>
<p><u>Payments</u></p> <p>Payments And Completion</p> <p>Contract Price. The Contract price is as stated in the Contract or as amended by authorized change orders and is the total amount which XXX may be liable for to the Contractor for performance under the Contract.</p> <p>a. Schedule of values. Before the first application for payment, the Contractor shall submit to XXX, a schedule of values of the various portions of the Work. This schedule shall be prepared in such form as stipulated by XXX. This schedule shall be used only as a basis for the Contractor's application for payment.</p> <p>b. Applications for payment.</p> <ol style="list-style-type: none"> <li>1) All applications for payment shall be on a form stipulated by XXX.</li> <li>2) On or before the first day of each calendar month, the Contractor shall submit to XXX or Architect/Engineer an itemized application for payment showing the value of all Work completed and material or equipment for inclusion in the work delivered to the site during the previous month.</li> <li>3) The application shall be itemized on the basis of the schedule specified in paragraph 2, above. Each application should list the amount of all Change Orders and shall indicated the approval status of each.</li> <li>4) The applications for payment shall be accompanied by a schedule listing all subcontractors and material suppliers, and indicating the total amount paid by XXX on each of their accounts to the Contractor in previous months, and the total amount paid to each by the Contractor to date.</li> <li>5) Upon receipt of each application for payment, XXX or the Architect/Engineer will</li> </ol>	<p>Superior Essex</p>

Clause	Company
<p>verify the quantities of labor, material and equipment and the amounts therefore and will certify for payment that portion of the total amount of the application that he finds to be due.</p> <p>6) The certificate for payment will be submitted to XXX by the Architect/Engineer, if any, within five (5) days of receipt by him of same.</p> <p>7) Within fifteen (15) days after receipt of a payment, the Contractor shall submit the XXX waivers of liens signed by himself, each subcontractor and material and equipment supplier who provided labor, equipment and/or materials during the previous month in an amount greater than Ten Thousand Dollars (\$10,000.00). No subsequent applications for payment shall be due and payable until receipt by XXX of waivers of liens for payment on the preceding application.</p>	

Clause	Company
<p><u>Payments (cont.)</u></p> <p>Withholding progress payments</p> <p>1) Where the Architect/Engineer or XXX believe sufficient cause exists, either on may withhold or nullify in the case of subsequently discovered evidence all or any part of any application for payment to the extent necessary to defray the cost of obtaining any item not provided by the Contractor as required under the Contract Documents or to protect XXX from loss on account of:</p> <p>(I) Defective Work not remedied;</p> <p>(II) Claims or liens filed, or reasonable evidence of their probable filing;</p> <p>(III) Payments not properly made to subcontractors, material or equipment suppliers, or others on account of the Work;</p> <p>(IV) Failure to provide schedules, shop drawings, or to meet any other requirements of the Contract documents;</p> <p>(V) Error discovered in a previously approved application for payment;</p> <p>(VI) Reasonable indication that the Work will not be completed by the substantial completion date;</p> <p>(VII) Damage to other contractors</p> <p>Payments made by XXX directly because of the claims or defects enumerated in subparagraph 1, above, will be deducted from any amount due the Contractor hereunder. When the above grounds are removed, payment will be made for the amounts withheld because of them, less the amount of any payment or expense of XXX in connection therewith.</p>	<p>Superior Essex</p>
<p><u>Payments</u></p> <p>Payments and Acceptance. Terms for payment will be specified in the relevant SOW or WA. Payment of invoices will not be deemed acceptance of Products or Services, but rather such Products or Services will be subject to inspection, test and rejection by Buyer until successful integration into Buyer’s products, or for a period as specified in the relevant SOW, whichever occurs first. Buyer may, at its option, either reject Products or Services that do not comply with the specifications and requirements for a refund plus any inspection, test and transportation charges paid by Buyer, or require prompt correction or replacement of such Products upon Buyer’s written instruction. Buyer may reject entire lots of Products which do not meet quality levels as specified in the relevant SOW.</p>	<p>Anonymous - Technology Industry</p>
<p><u>Payments</u></p> <p>Payment terms. Payment terms are net 45 (unless otherwise agreed to and designated on the purchase order) beginning the date of the receipt of invoice to our PO BOX on this Purchase</p>	<p>Kodak</p>

Clause	Company
Order. Invoices sent elsewhere within XXX, will have their start date of the terms begin ONLY when the invoice is first received by the Accounts Payable Department.	

Clause	Company
<p><u>Payment</u></p> <p>Payment terms. Buyer's payments for the Products shall be due and payable net ____ days from the date of Seller's invoice. Buyer shall advise Seller where to send invoices.</p>	Anonymous - Metal Industry
<p><u>Payment</u></p> <p>Prohibited payments. Seller agrees that no portion of the payments, fees, or commissions earned by it under this Purchase Order will be transferred, directly or indirectly, to any government official, company, individual or other entity for the purpose of influencing that entity to assist either SELLER or BUYER in obtaining, retaining, or directing business to any person or other entity. SELLER further agrees that if such prohibited payments are made, notwithstanding any other provisions of this PURCHASE ORDER to the contrary and in addition to any other available remedies, BUYER shall have the option to terminate the PURCHASE ORDER</p>	Shell
<p><u>Payment</u></p> <p>Payment. Purchaser will pay from invoice only. Except as provided in the Terms to the contrary, any payment terms shall be deemed to run (without loss of discount) from the later of the date of the invoice, the date of receipt of the invoice, or the date of receipt of the Goods by Purchaser at the specified location(s). Invoices dated or received, or Goods received, on or after the 25th day of any month will be considered as dated or received the 1st day of the following month and the payment terms extended accordingly. Prices set forth in this Contract are complete and include, unless otherwise specifically provided in this Contract, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating. No additional charges of any type shall be added without Purchaser's express written consent.</p>	Target
<p><u>Payment</u></p> <p>The Buyer shall pay the Seller as follows upon the submission of invoices or vouchers approved by the Buyer:</p> <p>(a) Hourly/daily rate.</p> <p>(1) The amounts shall be computed by multiplying the appropriate hourly/daily rates prescribed in the order by the number of direct labor hours/days performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour/ day shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Buyer) to the Buyer. The Seller shall substantiate vouchers by evidence of actual payment and by individual daily job timecards or other</p>	United Defense



Clause	Company
<p>substantiation approved by the Buyer. Promptly after receipt of each substantiated voucher, the Buyer shall, except as otherwise provided in this order and subject to the terms of paragraph (e) below, pay the voucher as approved by the Buyer.</p> <p>(2) Unless otherwise prescribed in the order, Buyer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery, of a release by the Seller as provided in paragraph (f) below.</p> <p>(3) Unless the order prescribes otherwise, the hourly/daily rates in the order shall not be varied by virtue of the Seller having performed work on an overtime basis. If no overtime rates are provided in the order and overtime work is approved in advance by the Buyer, overtime rates shall be negotiated. If the order provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Buyer.</p> <p>(b) Materials and subcontracts.</p> <p>(1) If this order is identified as a time-and-materials order, reasonable and allocable costs of direct materials incurred in the performance of the work under this order shall be reimbursed to the Seller. Reasonable and allocable material handling costs may be included in the charge for direct material to the extent they are clearly excluded from the hourly/daily rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Seller's usual accounting practices. The Seller shall be reimbursed for items and services purchased directly for the order only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials, as used in this clause, are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.</p> <p>(2) To the extent able, the Seller shall -</p> <p>(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and</p>	

Clause	Company
<p><u>Payment (cont.)</u></p> <p>(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Seller shall promptly notify the Buyer and give the reasons. Credit shall be given to the Buyer for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Seller, or would have accrued except for the fault or neglect of the Seller. The benefits lost without fault or neglect on the part of the Seller, or lost through fault of the Buyer, shall not be deducted from gross costs.</p> <p>(3) If the nature of the work to be performed requires the Seller to furnish material which is regularly sold to the general public in the normal course of business by the Seller, the price to be paid for such material, notwithstanding subparagraph (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Buyer, provided that in no event shall such price be in excess of the Seller's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.</p>	<p>United Defense</p>
<p><u>Price</u></p> <p>Price Revision. Seller may unilaterally initiate a price decrease for any MATERIAL or SERVICES provided hereunder and promptly notify Buyer of the effective date thereof.</p> <p>Price Information. Seller shall not disclose Seller's charges if such charges are different from Seller's published prices under this Agreement to any person other than Buyer Network Services, Inc., without the prior written consent of Buyer Network Services, Inc.</p>	<p>Anonymous - Telecom Industry (4)</p>
<p><u>Price</u></p> <p>Unless otherwise specified in the Purchase Order, any price stated in the Purchase Order for the purchase of Goods is a firm fixed-price. Any price specified in the Purchase Order for the purchase of a license to any of the Licensed Software is for a fully paid-up perpetual license under the clauses entitled "License" and "Source Code."</p>	<p>Boeing</p>
<p><u>Price</u></p> <p>Price and Discounts. The price set forth herein is not subject to escalation unless an escalation formula is expressly provided for on the face of this PO. If a prompt payment discount is provided for on the face of this PO, the discount period begins when the Goods or invoices are</p>	<p>Boise Cascade</p>

Clause	Company
<p>received, whichever is later, provided the period will be extended for delays caused by errors in invoicing or good faith disputes over the accuracy of the Invoice. Buyer may, prior to making any payment due under this PO, require Seller to deliver lien waivers from itself and each of its subcontractors and materialmen for Goods previously delivered.</p>	

Clause	Company
<p><u>Price</u></p> <p>Price and payment. (a) Buyer shall not be billed at or charged prices higher than stated on this Purchase Order without the prior written consent of Buyer's Agent. The prices stated in this Purchase Order include packing, crating and transportation F.O.B. point shown. Seller agrees that any price reduction made on the Goods subsequent to the placement of this order and prior to delivery of all the Goods will be applicable to this order. (b) Seller shall mail 2 copies of the invoice for the Goods to [address]. The Cash discount period will date from the receipt by buyer of the Goods or from the date of the invoice, whichever is later. Shipments sent C.O.D. will not be accepted and drafts will not be honored, without the prior written consent of Buyer's Agent, and all Goods attendant therewith will be at Seller's risk.</p>	Anonymous - Airline Industry
<p><u>Price</u></p> <p>Price and Payment. All amounts which become due Seller shall be subject to set off and recoupment. Payment shall not constitute acceptance of goods or services or waiver of any claims related thereto. If Seller shall quote or sell at lower net prices similar goods under similar provisions and in similar quantities, such lower prices will be substituted for the prices specified herein. If Buyer can purchase goods of like or lesser quantity at a price which will result in a lower delivered cost to Buyer or on terms otherwise more favorable terms and Seller shall have an opportunity to reduce the price hereunder or change the other terms hereof to meet such lower delivered cost or more favorable terms. If Seller fails to do so in writing, within thirty days of Buyer's notice, Buyer may purchase the goods at such lower delivered cost or at such more favorable terms, and the quantity of any purchase so made shall correspondingly reduce the purchase and sale obligations of Buyer and Seller hereunder.</p>	ELF Atochem
<p><u>Price</u></p> <p>Prices and invoices. Seller shall sell to XXX the goods ("Goods") or services ("Services") shown on the face of this Order at the prices specified: except as otherwise provided in this Order, such prices are exclusive of applicable freight charges and duties. Seller warrants that such prices are not in excess of the lowest prices charged by Seller to other similarly situated customers for similar quantities of goods or services of like kind and quality.</p> <p>Payment for Goods or Services for XXX shall be net thirty days, after the later of receipt by XXX of (i) an appropriate invoice from Seller, or (ii) the corresponding Goods or Services. XXX may deduct from Seller's invoices any monies owed to XXX by Seller.</p> <p>All quantities listed in this order are only estimates and may be revised by XXX if its requirements change.</p>	Hewlett Packard

Clause	Company
<p><u>Price</u></p> <p>Pricing. Supplier will provide Products and Services to Buyer for the Prices. The Prices for Products and Services specified in a WA and accepted by Buyer will be the only amount due to Supplier from Buyer.</p>	<p>Anonymous - Technology Industry</p>
<p><u>Price</u></p> <p>Prices after 11/30/97: If this Agreement is extended after November 30,1997 by mutual consent of the parties, Seller may increase the prices specified in Exhibit A if, but only if, Seller increases its list prices. The percentage increases in prices hereunder shall be no greater than three percent (3%) in any calendar year, and in no event shall prices exceed a 47% discount from Seller's list prices. Seller shall provide Buyer with at least sixty (60) days prior written notice of prices increases, and increased prices shall not apply to orders placed prior to the expiration of the 60 day notice period.</p>	<p>Anonymous - Financial Industry</p>
<p><u>Price</u></p> <p>The price shall not be higher than that appearing on the face of this order, or if no price appears thereon, then no higher than that last quoted to Buyer by Seller for similar goods or services. In any event, the price shall not exceed the net price given by Seller to others for similar services, material and quantity. No charge will be allowed for packing, crating, freight, express or any other carriers charges or cartage, unless designated in this order.</p>	<p>Kodak</p>

Clause	Company
<p><u>Prices</u></p> <p>Seller warrants that the prices in effect under this Agreement are complete and that, except as expressly provided in this Agreement, no additional charges of any type shall be added without Buyer's prior written consent.</p>	<p>Anonymous - Metal Industry</p>
<p><u>Price</u></p> <p>Option I -- Seller can increase prices on 30 days' notice</p> <p>Price Increases. Seller shall, at any time, be entitled to request by written notice to Buyer that the prices for the Products be increased. The increased prices shall become effective 30 days following the date Seller gives such notice, unless Buyer objects in writing to the increased prices or their effective dates during the 30-day period that commences on the date Seller gives such notice, in which the case (a) the prices in effect at the time Seller gives such notice shall continue in effect and (b) the parties shall negotiate in good faith with the objective of reaching an agreement on prices and their effective dates during the 60-day period that commences on the date Seller gives such notice. Such negotiation shall be conducted through open exchanges of market information and shall take into consideration prevailing and anticipated prices for the Products. If, at the end of such 60-day period, the parties have failed to agree on prices and their effective dates, Seller shall be entitled to terminate this Agreement upon not less than 30 days written notice to Buyer, in which case Buyer shall have no further obligations to Seller except to pay for Products actually delivered to Buyer pursuant to this Agreement; otherwise, the prices in effect at the time Seller gave notice requesting a price increase shall continue in effect.</p> <p>Option 2 -- Price Changes Are Tied To Changes In Market Price</p> <p>Price Changes. Whenever there is a general price increase in the marketplace for any of the Products, Seller shall be entitled to request by written notice that the price hereunder for such Product be increased. Such notice shall specify a date not less than 30 days following the date such notice is given, and the price increase shall become effective 30 days after the date specified in such notice or 30 days following the general marketplace increase in the price for such Product, whichever last occurs; provided, however, that if Buyer objects in writing to the increased price or its effective date during the 30-day period that commences on the date Seller gives such notice, (a) the price in effect at the time Buyer receives such notice shall continue in effect and (b) the parties shall negotiate in good faith with the objective of reaching an agreement on the price and its effective date during the 60-day period that commences on the date Buyer receives such notice. If, at the end of such 60-day period, the parties have failed to</p>	<p>Anonymous - Metal Industry</p>

Clause	Company
<p>agree on the price hereunder and its effective date, Seller shall be entitled to terminate this Agreement upon not less than 30 days' written notice to Buyer, in which Buyer shall have no further obligations to Seller except to pay for Products actually delivered to Buyer pursuant to this Agreement. Whenever Seller announces a general marketplace decrease in its price for any of the Products or generally decreases its price in the marketplace for any of the Products without an announcement, Seller shall promptly advise Buyer in writing, and Buyer shall be entitled to request by written notice to Seller that the price hereunder for such Product be decreased. The decrease in the price hereunder shall equal the decrease in Seller's market price, and the effective date of such decrease in the price hereunder</p>	
<p><u>Price (cont.)</u></p> <p>shall be the effective date of the decrease in Seller's market price unless Seller objects in writing to the requested decrease during the 30-day period that commences on the date Buyer gives such notice, in which case (a) the price in effect hereunder at the time Buyer gives such notice shall continue in effect and (b) the parties shall negotiate in good faith with the objective of reaching an agreement on the price hereunder and its effective date during the 60-day period that commences on the date Buyer gives such notice. If, at the end of such 60-day period, the parties have failed to agree on the price hereunder and its effective date, Buyer shall be entitled to terminate this Agreement upon not less than 30 days' written notice to Seller, in which case Buyer shall have no further obligations to Seller except to pay for Products actually delivered to Buyer pursuant to this Agreement.</p>	<p>Anonymous - Metal Industry</p>
<p><u>Price</u></p> <p>Material and Services shall be furnished by Supplier in accordance with the prices set forth in Appendix #__ attached hereto and made a pan hereof; or pursuant to firm prices which are quoted by Seller for such Material and Services, whichever price is lower. The prices for all Material and Services in Attachment #__ are subject to change only in accordance with this Agreement, which changes must be in writing and signed by both parties. If Supplier at any time makes a general price decrease, Supplier shall promptly notify Buyer in writing and extend such decrease to Buyer effective on the date of such general price decrease. The prices in Attachment #__ are not subject to increase during the [complete with either "initial term" or "x (x) month s"] ("the initial term") of this Agreement.</p> <p>After the initial terra of this Agreement, Supplier commits to proactively, through improved processes, supply line economies and other cost reduction methods, reduce its costs and corresponding prices for Materials and Services as provided hereunder to Buyer, by at least 5%</p>	<p>Anonymous - Telecom Industry (2)</p>

Clause	Company
<p>each year. The parties shall measure such decrease by comparing the total prices specified in Attachment #__ for the applicable period to the total prices for the previous contract period, or ___ period, whichever is applicable.</p>	
<p><u>Price</u></p> <p>Ceiling price. The Buyer shall not be obligated to pay the Seller any amount in excess of the ceiling price in the order, and the Seller shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the order, unless and until the Buyer shall have notified the Seller in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this order. When and to the extent that the ceiling price set forth in the order has been increased, any hours/days expended and material costs incurred by the Seller in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours/days expended and material costs had been incurred after the increase in the ceiling price.</p>	<p>United Defense</p>
<p><u>Price</u></p> <p>Total cost. It is estimated that the total cost to the Buyer for the performance of this order shall not exceed the ceiling price set forth in the order and the Seller agrees to use its best efforts to perform the work specified in the order and all obligations under this order within such ceiling price. If at any time the Seller has reason to believe that the hourly/daily rate payments and material costs that will accrue in performing this order in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the order, the Seller shall notify the Buyer giving a revised estimate of the total price to the Buyer for performing this order with supporting reasons and documentation. If at any time during performing this order, the Seller has reason to believe that the total price to the Buyer for performing this order will be substantially greater or less than the then stated ceiling price, the Seller shall so notify the Buyer, giving a revised estimate of the total price for performing this order, with supporting reasons and documentation. If at any time during performing this order, the Buyer has reason to believe that the work to be required in performing this order will be substantially greater or less than the stated ceiling price, the Buyer will so advise the Seller, giving the then revised estimate of the total amount of effort to be required under the order.</p>	<p>United Defense</p>
<p><u>Price</u></p> <p>Supplier shall furnish the goods and services listed in the Order at the price(s) stated in the Order. Any increase in any stated price will only be effective upon a written amendment to this Order. If the Order is placed on an open price basis, and in absence of subsequent agreement,</p>	<p>Anonymous - Health Industry</p>



Clause	Company
the price(s) to ABC shall not be higher than Supplier's lowest prevailing price for the same or substantially similar goods or services of comparable quantity in effect on the date of the Order.	

Clause	Company
<p><u>Purchase Orders</u></p> <p>Purchase Orders; Cancellation Of Purchase Orders; Revocation Of Acknowledgement</p> <p>(a) A purchase order means an order, form, memorandum, written communication and/or electronic transmission that CUSTOMER may deliver to SELLER for the purchase of PRODUCT. The following information shall be contained in the purchase order:</p> <p>(1) Description of PRODUCT, including any numerical alphabetical identification, including SELLER'S part number, referenced in the price list herein;</p> <p>(2) Requested delivery date;</p> <p>(3) Applicable price;</p> <p>(4) Location to which the PRODUCT is to be shipped;</p> <p>(5) Location to which invoices shall be rendered for a payment;</p> <p>(6) CUSTOMER's purchase order number;</p> <p>(7) Configurations (if applicable);</p> <p>(8) Delivery requirements; and</p> <p>(9) A reference to any applicable quotation given by SELLER to CUSTOMER. SELLER shall acknowledge purchase orders within thirty (30) days of receipt of the purchase orders.</p> <p>(b) Purchase orders may be mailed, sent by facsimile transmission or electronic data interchange in accordance with Section 10, EDI PURCHASE ORDERS</p> <p>(c) SELLER may enforce each purchase order only against the AFFILIATE that has submitted the purchase order.</p> <p>(d) If an AFFILIATE shall be in material breach or default of this Agreement, including, but not limited to, timely payment for PRODUCT purchased and such breach shall continue for a period of thirty (30) days after CUSTOMER'S receipt of SELLER'S written notice, then, in addition to all other rights and remedies of law or equity or otherwise, SELLER shall have the right to suspend delivery of PRODUCT on outstanding purchase orders or revoke existing acknowledgements only with respect to the AFFILIATE. Default by an AFFILIATE shall not affect any other AFFILIATE party to this Agreement.</p> <p>(e) If SELLER shall be in material breach or default of this Agreement, and such breach shall continue for a period of thirty (30) days after SELLER's receipt of CUSTOMER's written notice thereof, then, in addition to all other rights and remedies of law or equity or otherwise, CUSTOMER shall have the right to immediately cancel all applicable purchase orders without any obligation or liability to SELLER for said cancellation. However, if SELLER fails to tender delivery of PRODUCT on or before the ship date stated on SELLER'S acknowledgement, then CUSTOMER shall have the right to immediately cancel all applicable purchase orders without further obligation or liability of to SELLER for said cancellation or any obligation to provide</p>	<p>Anonymous - Telecom Industry (5)</p>

Clause	Company
SELLER a time period to cure said breach.	
<p><u>Purchase Orders</u></p> <p>Orders. All Buyer requirements shall be stated through the issuance and written confirmation of Buyer Purchase Orders. Seller shall accept Purchase Orders by mail, telephone, facsimile and electronic transmission. All Purchase Orders issued hereunder shall be construed to have incorporated the terms and conditions of this Agreement. Buyer Subsidiaries may use Purchase Orders or other documents as the deem necessary.</p> <p>Seller shall acknowledge its receipt of each Purchase Order by faxing an order acknowledgment to the Purchasing Agent within five (5) business days of its receipt of Purchase Order. The acknowledgment shall include the scheduled delivery date for all Equipment included on the Purchase Order. In the event a delivery date changes for any reason, Seller shall send a second acknowledgment indicating the new delivery date and the reason for the change.</p>	<p>Anonymous - Financial Industry</p>
<p><u>Purchase Orders</u></p> <p>Purchase Orders/ Forecasts</p> <ol style="list-style-type: none"> <li>1. Payment terms are 2% discount for 30 days, net 45, from the date of invoice from Supplier. Supplier shall invoice Purchase for each order or part of an order upon delivery to Buyer.</li> <li>2. Purchases under this Agreement shall be made against specific written purchase orders and blanket orders submitted by Buyer to Supplier from time to time during the term of this Agreement.</li> <li>3. Buyer and Supplier agree to endeavor to implement just-in-time ("J.I.T.") delivery of products to the appropriate Buyer location. Buyer will order Products using Buyer's blanket order release system which provides estimated requirements over a 6-month rolling horizon. Buyer will also provide a 21-day rolling horizon of specific daily requirements to support daily shipment. The 21 day rolling schedule is firm. Buyer may make unlimited changes outside this 21-day period. Supplier and Buyer agree to cooperate in determining logistical lot size, box quantities, packaging, etc. for effective handling, point of use delivery, and J.I.T.</li> <li>4. The first 3 weeks of the forecast are considered firm; the fourth through the twelfth weeks authorize Supplier to make material purchases; and the remainder show forecast figures which are not firm orders, are to be used by Supplier for planning purposes only, and shall not give rise to any liability to Buyer, except specific long lead time items identified by the Supplier and</li> </ol>	<p>Outboard Marine</p>

Clause	Company
<p>authorized by Buyer on a periodic basis.</p> <p>5. Buyer may decrease or cancel any purchase order without penalty to Buyer by providing notice to Supplier no later than twenty-one (21) days prior to the scheduled date of shipment. Buyer shall be responsible for the cost of materials purchased in reliance on the forecast up to three months from the date of the forecast. If Buyer decreases or cancels a purchase order with less than twenty one (21) days notice, any claim of Supplier for costs incurred shall be settled on the basis of the reasonable costs Supplier has incurred up to the date of cancellation or termination in filling the order for labor and materials that are not usable by Supplier in making other products it manufactures. Materials for which Buyer reimburses Supplier shall become property of Buyer.</p>	
<p><u>Quality</u></p> <p>All goods furnished must strictly conform to the Documents and must be of the quality specified. No deviation or substitution is permitted without the prior written consent of Buyer. In the event no quality is specified, the Goods must be at least equal to the standards of the industry. Buyer shall have the right at all times during the performance of this PO to conduct such tests and inspections as it deems necessary to assure Seller's compliance with this PO. Buyer will be supplied, as needed, data, drawings, specifications, test results, quality documentation, schedules, and other documents and information.</p>	Boise Cascade
<p><u>Quality</u></p> <p>All materials and articles and work furnished must conform strictly to specifications, drawings, samples or other descriptions furnished; the workmanship and, where materials to be used are not specified, the materials must be best of their respective kinds. All materials and articles and work will be subject to inspection and approval by the Buyer: final inspection will be made after the receipt of the materials or articles or work by the Buyer; if rejected, they will be held disposition at the Seller's risk and expense and any payment on account thereof will be promptly refunded by the Seller. Any inspection or approval at the Seller's works or elsewhere during or after manufacture, whether or not such inspection or approval be provided for by the terms of this purchase order, shall be provisional only and shall not constitute final acceptance or be construed as a waiver of the foregoing right of inspection and approval or rejection after receipt of materials or articles or work by the Buyer. If specifications for the manufacture of articles covered by this purchase order have been given by the Buyer, the Seller may be given a reasonable opportunity to correct defects after the receipt of such articles by the Buyer but only in case correction can be made with reasonable time. The Seller expressly warrants that all</p>	Bethlehem Steel Corporation

Clause	Company
<p>materials, articles or work covered hereby will conform to specifications, will be suitable for the intended use and will be free from defect. The Seller guarantees that parts or complete articles or material or work found defective within one year will be replaced without charge and in, addition the Seller will indemnify the Buyer against any loss or liability that may result from such defect under any guaranty undertaken by the Buyer in respect of such parts or complete articles or material or work.</p>	
<p><u>Quality</u></p> <p>Seller warrants that all of the Goods, material and work covered hereunder will conform to the specifications, drawings, samples, data or other description furnished to or by, or adopted by, the Buyer, and that the Goods will be of good material and workmanship, free from defects, merchantable, and fit and sufficient for the purpose(s) intended.</p>	<p>Anonymous - Airline Industry</p>
<p><u>Quality</u></p> <p>The quality of the products listed in Exhibit A shall conform to the grading standards recognized by Seller's industry and/or government-approved grading as represented to Buyer by Seller. Should such standards be revised prior to shipment, Seller shall not furnish such products in accordance with revised standards unless the prior written consent of Buyer is obtained.</p>	<p>Anonymous - Health Industry (2)</p>
<p><u>Quality</u></p> <p>Quality and Warranty</p> <p>5.1. Seller shall maintain an objective quality program for all Goods and Services in accordance with (i) the current revision of XXX's Supplier Quality Systems Requirements and (ii) any additional or substitute quality requirements listed in this Order or otherwise specified by XXX. Seller shall, upon XXX's request, provide to XXX copies of Seller's program and supporting test documentation.</p> <p>5.2. Seller warrants that all Goods and Services shall (i) conform strictly to the design criteria, specifications (including general specifications and quality requirements), descriptions, drawings, samples, and other requirements referred to in this Order or provided by Seller, (ii) be free from defects in design, material, and workmanship, and (iii) be free of all liens, encumbrances, and other claims against title.</p> <p>5.3. All warranties specified in section 5.2 above shall (i) survive any inspection, delivery, acceptance, or payment by XXX, and (ii) be in effect for the longer of Seller's normal warranty period or the one year period following the date of acceptance of the Goods or Services by XXX.</p>	<p>Hewlett Packard</p>

Clause	Company
<p><u>Quality</u></p> <p>Quality control. Seller shall provide a quality control system acceptable to Buyer, and in accordance with Supplier Quality Requirements SQR-001. Manufacturing, certification, inspection and testing records shall be kept complete and available to Buyer at Seller's facility. Buyer may inspect these records and manufacturing plans and test the Products at Seller's plant at all reasonable times. Buyer shall be entitled, at Buyer's option, to station authorized representatives at Seller's and its subcontractors' and suppliers' plants. Such personnel shall be in an advisory capacity only. Contractual obligations with Buyer or others remain the responsibility of Seller and Buyer will be in no manner taking over or interfering with Seller's management or contractual obligations. Seller shall furnish, free of charge, all reasonable office space, other facilities, and assistance required by Buyer's representatives at Seller's plant. Copies of the above mentioned records shall be available to Buyer, or Buyer's Customer, upon request. Buyer's personnel shall at all times observe Seller's rules of conduct and security. A like provision giving Buyer the rights set forth above shall be included in all of Seller's lower-tier subcontracts and purchase orders.</p>	<p>Northrop Grumman</p>
<p><u>Quality</u></p> <p>A. All products must conform to the specifications, drawings, samples, design, or other description furnished or expressly adopted by Buyer, and be of good quality and otherwise free of defect in design (excluding design provided by Buyer), material, and workmanship under normal operating conditions of usage approved or accepted by Supplier. To the extent the Products were not ordered to Buyer's specifications, the Products shall also be merchantable.</p> <p>B. If any Products shipped to Buyer are nonconforming or defective, Supplier shall, at Buyer's option, promptly correct the defect or nonconformity or replace the Product, as requested by Buyer. Supplier understands that there will be little or no backup stock at Buyer's facility, and accordingly corrections or replacements must be performed promptly. Supplier's obligations may include, without limitation:</p> <ol style="list-style-type: none"> <li>1. Arranging for defective Products to be returned to Supplier for rework.</li> <li>2. Providing resources for sorting and reworking defective Product at Buyer's facility(s), or arranging for acceptable replacement materials to be delivered to Buyer's facility(s).</li> <li>3. Reimbursing Buyer for its sorting or reworking of rejected Products. Before proceeding with work, Buyer shall provide Supplier with a total cost estimate of the rework.</li> <li>4. Determining if additional shipments of defective Products have been sent and arranging for acceptable Products to be delivered.</li> </ol>	<p>Outboard Marine</p>

Clause	Company
<p>5. Supplier shall be responsible for the material, inbound freight, and return freight for correcting the defect or nonconformity.</p> <p>C. All Products rejected by Buyer will be made available for inspection by Supplier upon request for 30 days. If Supplier instructs Buyer to scrap, reclaim, or return rejected Products at Supplier's expense, Supplier shall be responsible for the material, inbound freight, return freight, reclaim, and/or scrap charges and a 15% handling charge.</p> <p>D. The remedies contained in this Section shall be cumulative, and not exclusive, to all other remedies provided by law.</p> <p>E. Buyer's failure to exercise its right to inspect Products shall not relieve Supplier of its obligation to furnish all Products in strict conformance with this Agreement.</p> <p>F. Should any field problem with any Product(s) be sufficiently serious and widespread to threaten the marketing or reputation of Buyer's product(s) or Buyer, or if any previously unforeseen safety hazard arises with respect to any Products(s), or if any governmental agency, including the Consumer Products Safety Commission, requires any change in any Product(s), and if said</p>	

Clause	Company
<p><u>Quality (cont.)</u></p> <p>problem, hazard, or change arises from a nonconformity or defect in the Product(s), Buyer shall be entitled to recover from Supplier all costs of any improvement or changeover program reasonably required as a result of the nonconformity or defect and Supplier shall be responsible for all costs, including administrative, associated therewith. If said problem, hazard, or change arises in part from a nonconformity or defect in the Product(s), and in part by an act or omission by Buyer (for example, Buyer's misapplication of the Product(s) or Buyer's specifications), said costs shall be allocated between Buyer and Supplier according to their respective fault.</p> <p>G. Any change in manufacturing method, supplier base, factory location, or Product Specifications must have prior written approval by Buyer prior to Supplier implementing such change.</p>	<p>Outboard Marine</p>
<p><u>Quality</u></p> <p>All articles, materials and work furnished shall be of good quality and free from any defects, and may be subject to inspection at the place of manufacture, at Buyer's option. Neither Buyer's inspection nor failure to inspect shall relieve SELLER of any obligations hereunder. If in Buyer's opinion, any article, material or work fails to conform to specifications or is otherwise defective, SELLER shall promptly replace same at Seller's expense. No acceptance or payment by BUYER shall constitute a waiver of the foregoing and nothing herein shall exclude or limit any warranties implied by law.</p>	<p>Shell</p>
<p><u>Quantity</u></p> <p>The quantity of materials or articles specified in this purchase order must be not exceeded without the Buyer's permission in writing having first been obtained.</p>	<p>Bethlehem Steel Corporation</p>
<p><u>Quantities</u></p> <p>Unless quantities and shipping schedules are specified, Purchase Orders are issued to cover the purchases of Items described thereon for an indefinite period or until canceled, with shipping schedules and quantities to be determined by Buyer and indicated to the Seller via a Purchase Order Release.</p>	<p>Caterpillar</p>
<p><u>Quantity</u></p> <p>Excess goods. Except for customary quantity variations recognized by trade practice, Goods in excess of those ordered will not be accepted, and such Goods will be received, held and</p>	<p>Anonymous - Airline Industry</p>



Clause	Company
<p>returned to Seller by Buyer at Seller's risk and expense.</p>	
<p><u>Quantity</u></p> <p>Overshipment. Material shipped in excess of quantity ordered will be held at Seller's risk and may be returned at Seller's expense.</p>	<p>Kodak</p>
<p><u>Quantity</u></p> <p>Option 1 - - A 100% of requirements contract                      Quantities. Buyer shall purchase from Seller, and Seller shall sell and deliver to Buyer, 100% of Buyer's requirements of the Products for consumption at Buyer's facility/facilities located in _____ Seller shall supply 100% of Buyer's requirements of the Products, even if Buyer's requirements during any contract year are substantially disproportionate to (i) Buyer's estimated requirements for such contract year or (ii) Buyer's actual requirements during prior contract years.</p> <p>Option 2 - - Seller Supplies Whatever Quantities XXX Order                      Quantities. Buyer shall purchase from Seller, and Seller shall sell and deliver to Buyer's facility/facilities located in _____ the quantities of Products ordered by Buyer; provided, however, that Seller shall not be obligated to sell or deliver to any facility quantities of any Product in excess of such facility's actual requirements of such Product; provided, further, that Buyer shall be obligated to order a minimum of 1,000 pounds of Products, in the aggregate, during the term of this Agreement.</p> <p>Option 3 -- Buyer Orders A Quantity Within An Agreed Range                      Quantities. Buyer shall purchase from Seller, and Seller shall sell and deliver to Buyer's facility/facilities located in _____ the quantities of Products ordered by Buyer; provided, however, that Buyer shall order not less than ____ of the Products during any contract year; provided, further, that Seller shall not be obligated to sell and deliver more than ____ of the Products during any contract year.</p>	<p>Reynolds Metals</p>

Clause	Company
<p><u>Quantity</u></p> <p>Estimated quantities. Buyer estimates that it shall purchase approximately ____ of the Products during the first year this Agreement is in effect. If the term of this Agreement is for a period greater than one year, Buyer shall advise Seller of Buyer's estimated purchases of the Products during the second and each subsequent year of this Agreement at least 90 days prior to the start of the year in question. At least 15 days prior to the start of each calendar quarter, Buyer shall advise Seller of Buyer's estimated purchases of the Products during such quarter. Such annual and quarterly estimates shall not be binding upon either Buyer or Seller.</p>	Anonymous - Metal Industry
<p><u>Quantity</u></p> <p>Quantity and Substitutions. No substitution of materials or accessories may be made without written permission from Buyer. Unless otherwise agreed to, no deviation from the quantities specified will be accepted.</p>	United Defense
<p><u>Remedies</u></p> <p>No remedy herein provided shall be deemed exclusive of any other remedy allowed by law or equity.</p>	Anonymous - Airline Industry
<p><u>Remedies</u></p> <p>Buyer Remedies. If, in Buyer's judgement, the goods or services supplied by Seller are defective or nonconforming, or Seller fails to comply in any material respect with any of the terms, and conditions or warranties of this order, then Buyer may, at its option; (a) terminate this order or any part hereof; (b) reject goods or services in whole or in part; (c) return goods to Seller and charge Seller with all costs, expenses and damages associated with such return; (d) purchase substitute goods or services elsewhere and charge Seller for any loss, costs and damages incurred; or (e) require Seller promptly to replace, repair or otherwise correct without expense to Buyer any nonconforming goods or services. Any such replacements, repairs or corrections shall be subject to the warranties stated herein. Any rights and remedies stated herein shall be in addition to any rights and remedies provided by law or equity, and shall survive inspection, least acceptance and payment.</p>	ELF Atochem
<p><u>Remedies</u></p> <p>Cumulative remedies. The rights and remedies herein reserved to XXX shall be cumulative and additional to any other or further rights and remedies provided in law or in equity.</p>	Superior Essex
<p><u>Remedies</u></p>	Anonymous -

Clause	Company
<p>The rights and remedies reserved to Buyer in this order shall be cumulative, and additional to all other or further remedies provided in law or equity.</p>	<p>Auto Industry</p>
<p><u>Remedies</u></p> <p>Remedies/ No Waiver. All rights and remedies provided Buyer herein are in addition to all Buyer's other rights and remedies at law or in equity. Buyer shall have the right to specific performance against Seller. No waiver by Buyer of any breach by Seller nor any failure by Buyer to insist on strict performance shall in any way be construed to be a waiver of any future breach by Seller or bar the right of Buyer to insist on strict performance by Seller in the future.</p>	<p>Phelps Dodge</p>
<p><u>Remedies</u></p> <p>Rights, remedies and warranties. Each of Buyer's rights and remedies under this Order and each warranty made by Seller to Buyer shall be cumulative and in addition to any other or further rights, remedies or warranties under this Order or provided by law or in equity.</p>	<p>Anonymous - Metal Industry</p>
<p><u>Remedies</u></p> <p>Rights, remedies, and construction. The rights and remedies herein reserved to Purchaser shall be in addition to any other or further rights and remedies available at law or in equity. No waiver of a breach of any provision of this order shall be a waiver of any other breach of waiver of such provision</p>	<p>Smith Fiberglass</p>
<p><u>Remedies</u></p> <p>Remedies, Limitation</p> <p>a. In no instance will Purchaser be liable to Vendor in excess of the actual Contract cost, less applicable discounts and/or other deductions, and no interest or other charges shall be payable by Purchaser upon this Contract, or any resulting invoice, whether claimed by reason of late payment or otherwise.</p> <p>b. Each of Purchaser's rights and remedies specified in this Contract shall be cumulative and shall be in addition to any other or further remedies provided in Law or equity, including, without limitation, remedies under the Uniform Commercial Code. In addition to such other remedies, it is specifically agreed that Purchaser may, in its sole and absolute discretion, cancel any order under this Contract and return, at Vendor's expense, any Goods which do not comply in any respect with the Terms of this Contract. In such event, Vendor shall (i) refund the full Contract price of the Goods, if then paid, (ii) pay to Purchaser a return handling charge of 5% of the invoice total, and (iii) reimburse Purchaser for any and all costs or expenses, including</p>	<p>Target</p>

Clause	Company
<p>attorney’s fees, suffered by Purchaser in connection with any breach by Vendor of its obligations hereunder. At Purchaser's election, such payments will be in cash, as a credit against other goods on order, as a deduction against outstanding invoices, or set off against Vendor's account. Purchaser shall not be obligated to take a credit against future purchases.</p> <p>c. Purchaser reserves the right, in its sole and absolute discretion, to return any Goods to Vendor, at Vendor's expense, and for full credit, and cancel any order under this Contract, where a claim is made (whether founded or unfounded) that the purchase, display or sale of the Goods by Purchaser violates any legal requirement relating to the manufacture, sale, labeling, safety or transportation of goods, or infringes any alleged patent, design, trade name, trademark, copyright, trade dress, right to privacy, or other similar proprietary or property right. Without limiting any other rights or remedies which may be available to Purchaser with respect to such Goods, such Goods shall be considered to be non-complying and Purchaser shall be entitled to recover from Vendor for such non-compliance as provided in section b. above. In the event Purchaser is precluded from returning the Goods by act or any government agency or regulatory authority, purchaser shall nevertheless be entitled to recover from Vendor for such non-compliance all amounts as provided in section b. above.</p> <p>d. In the event Vendor fails to authorize the return of Goods rejected or canceled by Purchaser under the Terms or this Contract within twenty (20) days after notice of such rejection or cancellation, Purchaser may, in its sole and absolute discretion, without affecting its right to recover the costs related to such rejected or canceled Goods, and without further notice to Vendor, donate such Goods to any tax exempt charity on behalf of Vendor.</p> <p>e. Without limiting any of its other remedies, if Purchaser has good cause at any time to believe such items, shall repair or replace them, or refund to retail purchasers their full retail price.</p>	
<p><u>Remedies (cont.)</u></p> <p>that any Goods contain defects or hazards which could create a substantial risk of injury to any person or property, Vendor shall, upon Purchaser's request, and at Vendor's expense, use its best efforts to locate, identify and recall such Goods whether in the possession of Purchaser or Purchaser's customers. Vendor, upon recalling</p>	Target
<p><u>Remedies</u></p> <p>Buyer’s remedies. Seller shall indemnify Buyer for all costs and expenses (including attorneys' fees) reasonably incurred in enforcing Buyer's rights under this order.</p>	United Defense

Clause	Company
<p><u>Safety</u></p> <p>Environmental (1) and accompanying material safety data sheets comply with the Occupational Safety and Health Act and regulations including 29 CFR ~ 1910.1200; (2) comply with and are registered under the Toxic Substances Control Act and regulation's; (3) comply with laws, regulations and Federal Trade Commission Guidelines governing ozone-depleting substances, recycling, and recycled content, for every jurisdiction where the goods or goods into which they will be incorporated will be distributed; (4) and associated transport vehicles comply with laws and regulations governing hazardous materials transportation, including 49 CFR Parts 171 and 172; and (5) comply with all requirements, including manifesting and labeling, imposed by the Resource Conservation and Recovery Act and Implementing regulations.</p>	<p>Black and Decker</p>
<p><u>Safety</u></p> <p>Health, Environment and Safety – If any part of the goods or services are to be provided at Buyer’s premises, then Seller shall comply with the Drug-Free Workplace Act, and Seller and its employees, agents and subcontractors shall be subject to and comply with all applicable obligations and restrictions of Buyer's Drug and Alcohol Policy; Health Environment and Safety Policy; Core Health, Environmental and Safety Responsibilities of Employees and Contractors and applicable health, environmental, safety, security and confidentiality rules at the premises. Seller shall immediately cause to be removed from Buyer’s premises any employee, agent or subcontractor or Seller who violates any such policy or rule.</p>	<p>ELF Atochem</p>
<p><u>Safety</u></p> <p>Occupational Safety And Health Act: Seller hereby certifies that the goods ordered meet or exceed all applicable requirements of the occupational safety and health standards adopted pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 and that the use by Buyer and its customer of such goods, if used by any of them in the manner prescribed in such standards, will not cause them to be in violation of such standards.</p>	<p>Nacco</p>
<p><u>Safety</u></p> <p>OSHA: To the extent that any of the items covered by this Purchase Order are to be used by Purchaser in connection with its manufacturing or assembly operations, including any activities incidental thereto, Seller hereby certifies and represents that said items comply with all applicable rules and regulations issued under the Occupational Health and Safety Act (29 U.S.C. B51 et seq, as amended), and Seller agrees to defend and indemnify Purchaser from all claims, liabilities, losses and damages, arising out of any failure of said items to so comply.</p>	<p>Smith Fiberglass</p>

Clause	Company
Where applicable, Seller will furnish OSHA Material Safety Data Sheets prior to shipment.	
<p><u>Shipping</u></p> <p>For shipments under this Agreement, Seller shall ship according to routing instructions given by Buyer, provided such routing instructions are mutually agreed upon.</p>	Anonymous - Telecom Industry (4)
<p><u>Shipping</u></p> <p>Delivery. Delivery will be made to the Ship-to/Installed-at Address. Delivery will be made on the delivery date specified in the Purchase Order, unless the parties mutually agree to an earlier delivery date. It through no fault of Buyer, Seller is unable to deliver Equipment or Software by the delivery date specified in the Purchase Order, prices and terms and conditions will not change because of the delay in delivery.</p>	Anonymous - Telecom Industry (4)
<p><u>Shipping</u></p> <p>Routing. All materials or articles must be forwarded by the route and class of service taking the lowest transportation rate (including rail, motor truck, United Parcel Service, parcel post and inland, inter-coastal or coastwise vessel service) or in accordance with such special shipping instructions as may be issued by the Buyer; provided, that no quantity less than 10,000 pounds shall be shipped by rail and all quantities weighing less than 100 pounds shall be shipped by United Parcel Service, if available, or otherwise by insured parcel post. Any extra transportation cost resulting from failure to comply with this paragraph 7 will be charged to the Seller's account. When the applicable carrier's tariffs do not include insurance, all shipments must be forwarded properly insured.</p>	Bethlehem Steel
<p><u>Shipping</u></p> <p>Delivery Point and Risk of Loss. Unless the Purchase Order specifies a different delivery point, all deliveries under this Agreement shall be F.O.B. destination. Title and risk of loss of all Goods except the Program shall pass to Buyer upon Final Acceptance. Only risk of loss, not title, of the Program shall pass to Buyer on delivery at destination.</p>	Boeing
<p><u>Shipping</u></p> <p>Unless otherwise expressly provided, Seller shall be obligated to make delivery F.O.B. Buyer's premises as designated herein. Seller will indicate plainly the PO number on all bills of lading, invoices, and freight bills. Each package or shipment must contain a memorandum showing Seller's name, contents of package, and PO number. Partial shipments must be identified as such on shipping memoranda and invoices. When shipping, Seller will make no declaration of</p>	Boise Cascade

Clause	Company
value to carrier except where shipment is subject to related value rating.	
<p><u>Shipping</u></p> <p>Transportation. Unless otherwise stipulated on the face of this P.O. goods covered by this P.O. shall be shipped "FOB" Seller's Plant, however title to said goods to pass to Purchaser upon the completion of unloading of the goods at the destination specified for any delivery and Seller shall bear the risk of loss of goods while in the possession of the carrier. NO charges for unauthorized transportation will be allowed. Any unauthorized shipment which will result in excess transportation charges must be fully prepaid by the Seller. [Seller shall not declare any values on such material shipped via United Parcel Service, Rail Express, Air Express, Air Freight or Parcel Post.] Seller shall release rail or truck shipments at the lowest released valuation permitted in the governing tariff or classification</p>	Anonymous - Outdoor Equipment
<p><u>Shipping</u></p> <p>Early Shipments; Overshipments: On shipments made earlier than the period specified on the Purchase Order, Buyer, at its option, may return the Items at Seller's expense and/or withhold payment until the otherwise applicable payment date. Buyer may return overshipments to Seller at Seller's expense. In either case, if Buyer so returns Items, Seller's account will be debited for the total amount of any invoice (including shipping expenses and taxes, as applicable) paid thereon.</p>	Caterpillar
<p><u>Shipping</u></p> <p>Transportation. No transportation charges will be allowed on goods sold F.O.B. destination. Charges on goods sold F.O.B. shipping point shall be prepaid and invoiced. No insurance or premium transportation charges will be allowed unless authorized by the Buyer in writing, or by the face of this purchase order.</p>	GS Electric
<p><u>Shipping</u></p> <p>Delivery</p> <p>(a.) Unless otherwise specified in the applicable purchase order, title to a PRODUCT sold pursuant to this Agreement shall pass at the time of acceptance by CUSTOMER. Any loss or damage to a PRODUCT prior to the passing of title shall be for the account and risk of SELLER. By loss or damage to a PRODUCT after the passing of title shall be for the account and risk of CUSTOMER. Nothing contained in this Section 12.(a) shall be construed to reduce or otherwise affect the obligations of SELLER to obtain insurance covering any PRODUCT shipped by it to CUSTOMER.</p>	Anonymous - Telecom Industry (5)

Clause	Company
<p>(b) Shipments of PRODUCT shall be made FOB Destination or as otherwise specified on individual purchase orders.</p> <p>(c) Unless instructed otherwise by CUSTOMER, SELLER shall, for purchase orders placed, (i) see that all subordinate documents bear CUSTOMER's purchase order number; (ii) enclose a packing list with each shipment and when more than one package is shipped, identify the one containing the packing list; (iii) mark CUSTOMER's purchase order number on all packages and shipping papers; (iv) render invoices showing CUSTOMER's purchase order number; (v) render separate invoices for each shipment or purchase order; (vi) forward shipping notices with invoices; (vii) invoice CUSTOMER by mailing or otherwise transmitting invoices, bills, and notices to the billing address on the purchase order; and (viii) make available a bill of lading upon request.</p>	
<p><u>Shipping</u></p> <p>Shipping, Billing And FLSA Certification. Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer and involved carriers in a manner to secure lowest transportation cost; (b) to route shipments in accordance with instructors from Buyers Traffic Department; (c) to make no charge for handling, packaging, storage, transportation or drayage of goods unless otherwise stated in this order; (d) to provide with each shipment packing slips with Buyer's order number marked thereon; (e) to properly mark each package with this order number, the factory, plant and dock number, and where multiple packages comprise a single shipment to consecutively number each package; and (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's Instructions and carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (a) to promptly render, after delivery of goods or performance of services, correct and complete invoices to Buyer; and (b) to accept payment by check of, at Buyer's discretion, other cash equivalent (including electronic transfer of funds). Sellers invoice must include a certification that all goods were produced in compliance with the applicable requirements of sections 6,7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and order of the United States Department of Labor issued in connection therewith. The payment date is set forth on the face side of this Order, or if not stated, shall be on the 25<sup>th</sup> day of the month following Buyer's receipt of a proper invoice (except as may otherwise be agreed upon by Buyer and Seller in connection with a program providing for electronic funds transfer). Time for payment shall not begin until correct and complete invoices</p>	<p>Anonymous - Auto Industry</p>



Clause	Company
<p>are received, and Seller's cash discount privileges to Buyer shall be extended until such time as payment is due. Buyer may withhold payment pending receipt of evidence. In such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this order.</p>	
<p><u>Shipping</u></p> <p>3.4 All Non-complying Products, overshipments, and early shipments returned by XXX to Seller, and all replacement or reworked Products shipped by Seller to XXX to replace Noncomplying Products, shall be at Seller's risk and expense including transportation charges (round trip charges for replacement or reworked Goods).</p> <p>3.5. Unless otherwise specified in this Order, shipments of Goods shall be F.O.B. Seller's place of shipment. Title and risk of loss or damage shall pass from Seller to XXX upon Seller's delivery of the Goods to the common carrier specified by XXX, subject to sections 3.6 and 3.7 below.</p> <p>3.6. Seller shall preserve, package, handle, and pack the Goods so as to protect the Goods from loss or damage, in conformance with good commercial practice, XXX specifications, government regulations, and other applicable requirements. Seller shall be responsible for any loss or damage due to its failure to properly preserve, package, handle, or pack the Goods; XXX shall not be required to assert any claims for such loss or damage against the common carrier involved.</p> <p>3.7. All Goods shall be shipped in conformance with government or freight regulations applicable to chemicals. XXX shall not be liable for any loss or damage caused by a release of chemicals or other hazardous materials to the environment prior to XXX's actual receipt of the corresponding Goods.</p> <p>3.8. Each delivery of Goods to XXX shall include a packing list which contains at least (i) this Order number, (ii) the XXX part number, (iii) the quantity shipped, and (iv) the date of shipment.</p>	<p>Hewlett Packard</p>
<p><u>Shipping</u></p> <p>Direct to Store and Distribution Center Invoices &amp; Shipping Instructions. (a) Each invoice must include Buyer's Order number, Vendor's stock/style number and Buyer's code number for each item on the invoice. No substitutions of Merchandise may be made without the written authorization of Buyer. (b) Each Order must be invoiced separately. (c) An Order must not be filled at a price higher than that shown on its face or transmitted without the written authorization of Buyer. (d) If freight costs are to be paid by Buyer, then Vendor must ship via the method and/or route specified in the instructions provided by Buyer's Transportation</p>	<p>K-Mart</p>

Clause	Company
<p>Department, must make ONE COMPLETE shipment of the Merchandise and must NOT make PARTIAL shipments without the written authorization of Buyer. (e) Vendor must NOT make any PACKAGE QUANTITY CHANGE on an Order without the written authorization of the Buyer. Buyer, in addition to all other rights and remedies hereunder reserves the right to deduct two-tenths of one percent (.002) from each invoice to cover concealed unit shortages and substitutions.</p> <p>Additional Distribution Center Shipping Instructions. (a) The applicable bill of lading must be delivered to the Distribution Center at time of Merchandise delivery. (b) Vendor must mark the contents of each Distribution Center carton clearly on the outside of the carton, case or package. (c) Merchandise not packaged or shipped in quantities ordered by Buyer may, at Buyer's option, be returned to Vendor at Vendor's expense. Vendor will be charged a handling fee of 7 1/2% of the Merchandise invoice price on all Merchandise not packaged or shipped as ordered.</p>	
<p><u>Shipping</u></p> <p>Delivery. Seller shall deliver the goods at the prices, in the quantities and within the time provided in this order or in any document attached to or referred to in this order. If Seller fails to comply with such requirement, Buyer may (in addition to any other rights and remedies) cancel this order and be relieved of all liability for any undelivered portion. Seller shall not be liable for damages due to delays in shipment for causes beyond Seller's control, provided Seller promptly notifies Buyer as soon as it learns or should have learned of such delay. Goods received in advance of Buyer's delivery schedule may, at Buyer's option be returned at Seller's expense or be retained, in which case payment shall become due at the same time as if the goods had been delivered on the scheduled date.</p>	Nacco
<p><u>Shipping</u></p> <p>Deliveries/risk of loss. Seller must confirm by return mail requested delivery dates or state best possible delivery, for XXX's acceptance; all goods are to be delivered F.O.B. the location indicated on the face of this Purchase Order.</p>	Nalge
<p><u>Shipping</u></p> <p>1. Except to the extent that Products are picked-up by Buyer, all shipments of Products shall be F.O.B. Buyer's facility, with title to such Products passing to Buyer at the time the Products arrive as Buyer's facility.</p> <p>2. If Products are not shipped during the scheduled delivery date, Supplier shall arrange to store</p>	Outboard Marine

Clause	Company
<p>Products at Supplier's facility for a maximum of 30 days free of charge until shipment is called for by shipping instructions by Buyer, whereupon Supplier shall ship Products in accordance therewith. Supplier shall exercise due care in connection with protection and preservation of Products in storage.</p>	
<p><u>Shipping</u></p> <p>Shipping terms. All purchases are understood to be F.O.B. destination unless otherwise specified. Risk of loss in transit shall not pass to BUYER until delivery to a BUYER destination (or to a carrier designated by BUYER in cases where shipment is made F.O.B. Supplier's shipping point) in accordance with all applicable federal, state or local laws or regulations, including but not limited to U.S. Department of Transportation and U.S. Environmental Protection Agency regulations for hazardous substances. BUYER shall not be liable for any discharge(s), spill(s), or other incident(s), involving any material(s) transported hereunder until completion of such delivery including but not limited to the expenses for any clean-up cost.</p>	<p>Pharmacia &amp; Upjohn Company</p>
<p><u>Shipping</u></p> <p>Scheduling or shipments/ deliveries. Buyer shall advise Seller not less than _____ days in advance of required shipment/delivery dates, and Seller shall ship/deliver Products in accordance with the required shipment/delivery dates. Shipments/ deliveries shall be scheduled by representatives of Buyer at the particular facility to which the Products are to be shipped / delivered. Buyer shall provide Seller with the names of such representatives. Each facility of Buyer purchasing Products pursuant to this Agreement shall advise Seller of its particular shipping and receiving instructions/requirements, such as shipping notices, freight routings, designated freight carriers, "ship to" locations, acceptable delivery days, plant receiving hours, advance notice requirements, requirements for dock appointments, and particular requirements, limitations or restrictions in connection with the delivery vehicle or railcar.</p>	<p>Anonymous - Metal Industry</p>
<p><u>Shipping</u></p> <p>Deliveries. Goods shall be delivered to Buyer's address and delivered on or before dates specified on the face of this Order. If delivery dates cannot be met, Seller shall inform Buyer in writing of Seller's best possible time for Buyer's approval. If the alternate dates do not meet with Buyer's approval, Buyer shall have the right to cancel this Order without further liability, purchase elsewhere and hold Seller accountable for all direct damages resulting from Seller's failure to meet the original delivery dates.</p>	<p>Texaco</p>
<p><u>Shipping</u></p>	<p>Anonymous - Health Industry</p>

Clause	Company
Supplier will be responsible for shipping goods in the most economical manner unless other instructions are provided by ABC. Supplier shall not insure the declared value on any shipment that is F.O.B. Origin. Supplier will honor all ABC routing instructions. Instructions may be indicated on the Order, on file with Supplier, or communicated verbally by ABC.	
<p><u>Taxes</u></p> <p>All taxes, including, but not limited to, federal, state and local income taxes; franchise taxes; federal state and local sales and use taxes (except sales or use taxes imposed on account of a transaction made under this Agreement); gross receipts taxes; and property taxes, are deemed to be included in the price of the Goods. If state or local sales or use tax, value-added tax, or custom duty tax is applicable to any of the Goods, it will be so noted on the Purchase Order, and Seller shall bill the tax separately on its invoice.</p>	Boeing
<p><u>Taxes</u></p> <p>Unless otherwise stated, the prices do not include sales, use, excise, and similar taxes applicable to the sale of the Goods or the materials used in the manufacture thereof. All such taxes and charges shall be shown separately on Seller's invoice.</p>	Anonymous - Airline Industry
<p><u>Taxes</u></p> <p>Liability for all taxes or governmental charges imposed by federal, state provincial or local law relating to this transaction (except those specifically imposed upon Buyer) shall be assumed and paid by Seller.</p>	ELF Atochem
<p><u>Taxes</u></p> <p>The price or prices stated herein include all applicable taxes. Upon request of the Seller, Buyer will furnish tax exemption certificates or other evidence of exemption are authorized and will be accepted by the appropriate taxing authorities.</p>	GS Electric
<p><u>Taxes</u></p> <p>(a) CUSTOMER shall be liable for and shall reimburse SELLER for payments of Federal Manufacturers' and Retailers' Excise Taxes and state and local sales and use taxes, as applicable, with respect to transactions under this Agreement. Taxes payable by CUSTOMER shall be separately stated in SELLER's invoices and shall not be included in SELLER's prices. CUSTOMER shall not be liable for any tax for which a valid exemption certificate acceptable to the applicable state or local taxing authorities is furnished by CUSTOMER to SELLER. CUSTOMER's purchase order may provide SELLER additional tax instruction as allowed by</p>	Anonymous - Telecom Industry (5)

Clause	Company
<p>law including, but not limited to, CUSTOMER's accrual and payment of taxes and/or special jurisdictional exemptions.</p> <p>(b) Personal property taxes are the responsibility of the CUSTOMER and SELLER will bill CUSTOMER on an annual basis. Personal property tax will be assessed according to the locality of the related PRODUCT.</p>	
<p><u>Taxes</u></p> <p>The changes for the products and/or services provided hereunder do not include taxes. Buyer agrees to pay any tax for which it responsible hereunder, which may be levied on or assessed against Buyer directly, and, if any such tax is paid by Seller, to reimburse Seller therefore upon receipt by Buyer of proof of payment acceptable to Buyer. If Seller is required to pay sales or use taxes imposed with respect to this Agreement, Seller shall collect said taxes from Buyer and remit to the proper taxing authority and shall include a separate line Item for said sales and use tax on the Invoice to Buyer. Any other taxes imposed with respect to this Agreement shall be the responsibility of Seller. All taxes based on the income of Seller shall be paid by Seller.</p>	<p>Anonymous - Health Industry (2)</p>

Clause	Company
<p><u>Taxes</u></p> <p>Buyer shall pay all taxes levied or based upon the equipment installed pursuant to this Contract, including state, local sales and use taxes (notwithstanding their designation as excise, gross receipts or privilege taxes). Seller shall pay personal property taxes based on Seller's net income for rental equipment.</p>	Anonymous - Auto Industry
<p><u>Taxes</u></p> <p>The fees contained herein do not include sales tax. Buyer agrees to pay any applicable sales for the Equipment and services purchased pursuant to this Agreement, excluding taxes based on Seller's income</p>	Anonymous - Financial Industry
<p><u>Taxes</u></p> <p>Seller shall be liable for any taxes, duties or other assessments in connection with the sale or transportation of the goods ordered, except as otherwise expressly provided on the face of this order.</p>	Nacco
<p><u>Taxes</u></p> <p>Seller's prices include applicable Federal, State and Local taxes.</p>	Northrop Grumman
<p><u>Taxes</u></p> <p>The price(s) provided for in this Order or in any subsequent writing from Buyer to Seller shall include all taxes, duties and other charges except applicable transaction privilege (sales) or use taxes, which Seller shall separately state. If Buyer claims any of the Goods are exempt from otherwise applicable sales or use taxes Seller shall not charge such taxes to Buyer and Buyer shall save and hold harmless and indemnify Seller from and against any claim or liability by all government for such tax provided Seller promptly notifies Buyer of such claim and, at Buyer's expense and direction, takes all steps necessary to contest such claim, unless Buyer elects to conduct such contest and notifies Seller that it need not contest the same.</p>	Phelps Dodge
<p><u>Taxes</u></p> <p>In addition to paying the prices in effect under this Agreement, Buyer shall pay all taxes applicable to the sale or delivery by Seller or the subsequent use by Buyer of the Products, except for franchise taxes and taxes based upon the net income of Seller.</p>	Anonymous - Metal Industry
<p><u>Taxes</u></p>	Anonymous - Telecom

Clause	Company
<p>Supplier may invoice Buyer the amount of any federal excise taxes or state or local sales taxes imposed upon the sale of Material or provision of Services as separate items, if applicable, listing the taxing jurisdiction imposing the tax. Installation or labor charges must be separately stated. Buyer agrees to pay all applicable taxes to Supplier which are stated on and at the time the Material or Service invoice is submitted by Supplier. Supplier agrees to remit taxes to the appropriate taxing authorities.</p> <p>Supplier agrees to pay, and to hold Buyer harmless from and against, any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of the delay or failure of Supplier, for any reason, to pay any tax or file any return or information required by law, rule or regulation or by this Agreement to be paid or filed by Supplier. Supplier agrees to pay and to hold Buyer harmless from and against any penalty or sanction assessed as a result of Supplier doing business with any country subject to U.S. trade restrictions.</p> <p>Upon Buyer's request, the parties shall consult with respect to the basis and rates upon which Supplier shall pay any taxes for which Buyer is obligated to reimburse Supplier under this Agreement. If Buyer determines that in its opinion any such taxes are not payable or should be paid on a basis less than the full price or at rates less than the full tax rate, Supplier shall make payment in accordance with such determinations and Buyer shall be responsible for such determinations. If collection is sought by the taxing authority for a greater amount of taxes than that so determined by Buyer, Supplier shall promptly notify Buyer. Supplier shall cooperate with Buyer in contesting such determination, but Buyer shall be responsible and shall reimburse Supplier for any tax, interest, or penalty in excess of its determination. If Buyer desires to contest such collection, Buyer shall promptly notify Supplier. If Buyer determines that in its opinion it has reimbursed Supplier for sales or use taxes in excess of the amount which Buyer is obligated to reimburse Supplier, Buyer and Supplier shall consult to determine the appropriate method of recovery of such excess reimbursements. Supplier shall credit any excess reimbursements against tax reimbursements or other payments due from Buyer if and to the extent Supplier can make corresponding adjustments to its payments to the relevant tax authority. At Buyer's request, Supplier shall timely file any claims for refund and any other documents required to recover any other excess reimbursements, and shall promptly remit to Buyer all such refunds (and interest) received.</p> <p>If any taxing authority advises Supplier that it intends to audit Supplier with respect to any taxes for which Buyer is obligated to reimburse Supplier under this agreement, Supplier shall (1) promptly so notify Buyer, (2) afford Buyer an opportunity to participate on an equal basis</p>	Industry (2)

Clause	Company
with	
<p><u>Taxes (cont.)</u></p> <p>supplier in such audit with respect to such taxes and (3) keep Buyer fully informed as to the progress of such audit. Each party shall bear its own expenses with respect to any such audit, and the responsibility for any additional tax, penalty or interest resulting from such audit shall be determined in accordance with the applicable provisions of this Section. Supplier's failure to comply with the notification requirements of this section shall relieve Buyer of its responsibility to reimburse Supplier for taxes only if Supplier's failure materially prejudiced Buyer's ability to contest imposition or assessment of those taxes.</p>	Anonymous - Telecom Industry (2)
<p><u>Taxes</u></p> <p>Unless otherwise provided herein or by law, SELLER shall pay all sales, use, excise, and other taxes, charges, and contributions now or hereafter imposed on, or with respect to, or measured by the articles, materials or work furnished hereunder or the compensation paid to persons employed in connection with performance hereunder and SELLER shall indemnify BUYER against any liability and expense by reason of SELLER'S failure to pay the same.</p>	Shell
<p><u>Taxes</u></p> <p>All taxes not expressly imposed by law exclusively on the Buyer, whether or not separately stated or invoiced, will be treated as part of the purchase price payable pursuant hereto, unless otherwise specified. In the event Seller recovers a refund of or credit for any taxes paid to Seller by Buyer with respect to the sale of the articles herein described or any taxes measured by the price of such articles or the gross receipts from such sale, Seller agrees to pay the Buyer, on demand, the amount of such refund or credit.</p>	Texaco
<p><u>Taxes</u></p> <p>If the goods furnished under this order are for resale (if indicated on the Purchasing Order), Buyer will pay any sales or use taxes imposed on such goods after delivery. Seller will pay all other taxes imposed before delivery to the destination point, including property taxes imposed on goods for which title has passed to Buyer.</p>	United Defense
<p><u>Taxes</u></p> <p>ABC shall pay all applicable state, local, and federal taxes exclusive of taxes based on the net income of Supplier. No taxes shall be added when an exemption is indicated on the face of the Order.</p>	Anonymous - Health Industry



Clause	Company
<p><u>Termination</u></p> <p>Breach/ Cancellation. Either party may cancel this Agreement if the other party repeatedly materially defaults with regard to other obligations hereunder. The defaulting party shall be given thirty (30) days written notice of breach and if the defaulting party does not cure the breach within such cure period, the non-defaulting party may cancel this Agreement, or the applicable agreements entered into hereunder. The cancellation of this Agreement shall not affect individual Agreements entered into hereunder as to which the defaulting party is not in default.</p>	<p>Anonymous - Telecom Industry (4)</p>
<p><u>Termination</u></p> <p>Cancellation Provisions. Either party shall have the right to cancel this purchase order in the event that the other party files or has filed against it any petition under the bankruptcy laws (if not vacated within 30 days of filing), becomes insolvent or makes an assignment for the benefit of creditors.</p> <p>In addition to all of the other rights which Buyer may have to cancel this purchase order, Buyer shall have the further right, without assigning any reason therefor, to terminate any work hereunder, in whole or in part, at any time. Upon receipt of a notice of termination, Seller shall, unless the notice otherwise directs, immediately discontinue all work on the order. Buyer will not be liable to Seller for any costs for completed articles, articles in process, or materials acquired or contracted for, if the costs were incurred more than the permitted number of days prior to the delivery date stated on the face of the order. If Buyer cancels within the time specified on the face of this purchase order and if the parties cannot agree within a reasonable time upon the amount of fair compensation to the Seller for the termination, (a) Buyer shall pay the contract price for all articles completed in accordance with this purchase order and not previously paid for, (b) Buyer shall pay a fair and proper portion of the contract price for articles in process, and (c) Buyer shall pay Seller's costs for all materials acquired or contracted for by Seller for the purpose of fulfilling this purchase order that Seller is unable to cancel or return. If Buyer so desires, cancellation charges, shall be subject to Buyer's audit.</p> <p>With Buyer's consent Seller may sell or retain at an agreed price any completed articles, materials, work in process or other things, payments for which, in whole or in part, by Buyer is provided for in the preceding paragraph and Seller shall credit or pay Buyer the amounts so agreed or received. Any goods, materials, work in progress, or other things not so retained or sold shall be transferred and delivered by Seller in accordance with Buyer's directions.</p>	<p>Black and Decker</p>

Clause	Company
<p>Appropriate adjustment shall be made for delivery costs or cost savings. The provisions of this paragraph shall not limit or affect the right of Buyer to terminate this purchase order upon default of Seller.</p>	
<p><u>Termination</u></p> <p>Termination For Convenience</p> <p>a. Termination. Buyer may terminate this Agreement or any Purchase Order, in whole or in part, by providing notice of such termination to Seller, specifying the extent and effective date of such termination. On the specified termination date Seller shall:</p> <ol style="list-style-type: none"> <li>(1) Stop performing its obligations under this Agreement or the Purchase Order, or any specified part thereof, as appropriate.</li> <li>(2) Promptly take all commercially reasonable actions to limit amounts for which Buyer is responsible under paragraph b. of this clause.</li> <li>(3) Promptly deliver to Buyer all completed or partially completed Goods to which the termination applies.</li> </ol> <p>Seller shall continue performance of its obligations under this Agreement or the Purchase Order to the extent not terminated under the provisions of this clause.</p> <p>b. Termination Payment. In the event of any termination pursuant to this clause 17, Buyer's total liability shall be payment to Seller of:</p> <ol style="list-style-type: none"> <li>(1) The purchase price for completed Goods and a pro rata portion, based upon the degree of completion for partially completed Goods if such completed or partially completed Goods have been delivered to Buyer and Seller has not previously been compensated therefor.</li> <li>(2) Seller's direct costs and associated indirect costs (e.g. employee fringe benefits, materials overhead poor) for labor and materials, plus a reasonable profit, for work performed specifically for Buyer and not allocable to completed or partially completed Goods to be delivered to Buyer pursuant to paragraph a of this clause.</li> <li>(3) Amounts determined by Buyer to be reasonably paid by Seller to third parties in order to terminate Seller's contractual obligations entered into in order to support Seller's performance of its obligations which have been terminated pursuant to this clause.</li> </ol> <p>Notwithstanding the preceding sentence, Buyer's total liability to Seller for any termination pursuant to this clause shall not exceed the purchase price of the Goods to which such termination applies. Further, with respect to any termination under this clause, Seller shall have no claim against Buyer for work not performed, Goods not delivered, loss of anticipated profits or consequential damages suffered by reason of any such termination. Seller shall submit any</p>	<p>Boeing</p>

Clause	Company
<p>claims for compensation under this clause within thirty (30) days after the effective date of termination. Seller hereby waives, releases, and renounces any claim for compensation not made within this period.</p>	
<p><u>Termination (cont.)</u></p> <p>Cancellation For Default</p> <p>a. Cancellation. Buyer may cancel this Agreement or any Purchase Order, in whole or in part, to the extent Seller fails to perform any of its material obligations under this Agreement or the Purchase Order</p> <p>b. Effect of Cancellation. In the event and to the extent of any cancellation under this clause, all obligations of Buyer and all rights and licenses of Seller under the Purchase Order shall thereupon be canceled, and all rights and licenses of Buyer and all accrued obligations of Seller under the Purchase Order shall survive, but only with respect to the Goods covered by the cancellation notice. Seller shall continue to perform those obligations under this Agreement or any Purchase Order to the extent not canceled.</p> <p>c. Cancellation Payment. Buyer may return, and Seller shall have no claim against Buyer for, Goods not accepted by Buyer or for rejected Goods. Seller shall submit any claims for compensation under this clause within thirty (30) days after the effective date of cancellation. Seller hereby waives, releases, and renounces any claim for compensation not made within this period.</p> <p>d. Termination for Convenience. If, after issuance of a default notice under the paragraph entitled "Cancellation" of this clause, it is determined for any reason that the Seller was not in default, or that the default was excusable under the provisions of this Agreement, then there will be no cancellation and the Purchase Order will be terminated for convenience in accordance with the provisions of the clause entitled "Termination for Convenience," as of the date the cancellation would have taken effect under this clause.</p>	<p>Boeing</p>
<p><u>Termination</u></p> <p>Termination for Cause or Convenience. In the event of default, bankruptcy, insolvency, or failure or inability of Seller to perform, Buyer may terminate this PO for cause and in the event of such termination Buyer shall pay Seller (a) the unit price for each item of Goods property furnished and accepted prior to cancellation, plus (b) the salvage value of Goods in process of manufacture, including unused materials, which are identified to and being manufactured or</p>	<p>Boise Cascade</p>

Clause	Company
<p>fabricated specifically for this PO which shall be promptly delivered to Buyer, but in no event shall the amount payable exceed the contract price, less the cost to Buyer of completion or procurement of substitute confirming Goods, less other damages, and less any payments previously made.</p> <p>Additionally, this PO is subject to cancellation at the option of Buyer. Where the PO is cancelled for the convenience of Buyer, Seller shall be paid (a) the unit price for each item of Goods properly furnished and accepted prior to cancellation, plus (b) the cost of Goods in process of manufacture, including unused materials, which are identified to as being manufactured or fabricated specially for this PO which shall be promptly delivered to Buyer, plus (c) overhead and profit allocable to specialized Goods in process of manufacture, but in no event shall the amount payable exceed the contract price less any payments preciously made.</p>	
<p><u>Termination</u></p> <p>[The Purchaser may terminate all or part of this P.O. at any time by written notice to Seller.]</p> <p>Cancellation With Cause. Purchaser shall have the right to cancel this P.O. partially or entirely upon any of the following events: (a) Seller's failure to provide goods which conform to die warranties provided herein or by law; (b) Seller's failure to make deliveries as specified in fills P.O. or as specified in Purchaser's supplemental schedules; (c) Seller's failure to comply with any other terms or conditions of this P.O.; (d) Seller's insolvency; (e) Seller's filing of a voluntary petition in bankruptcy; (f) the filing of an involuntary petition to have Seller bankrupt, provided it is not vacated within 30 days from tile date of filing; g) the appointment of a receiver or trustee for Seller, provided such appointment is not vacated within 30 days from the date of such appointment; or (h) the execution by Seller of an assignment for the benefit of creditors, In the event of any such cancellation, Purchaser, without prejudice to any other legal or equitable remedies available to it, shall have the right; (i) to refuse to accept delivery of any and all goods covered by this P.O.; (ii) to return to Seller any and all goods already accepted and to recover from Seller all payments made for such goods (and for Freight, storage, handling and other expenses occurred by Purchaser in connection therewith); (iii) to recover any advance payments to Seller for undelivered or resumed goods, and (iv) to purchase elsewhere and charge Seller with any resultant losses, including, without limitation, consequential or incidental damages.</p> <p>Cancellation Without Cause And Suspension. Purchaser may terminate tins P.O. in whole or in pan, by written notice of termination whereupon Seller will terminate pursuant to notice all work started under the P.O. Seller will promptly advise Purchaser of quantities of applicable</p>	<p>Anonymous - Outdoor Equipment</p>

Clause	Company
<p>work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof Seller will comply with Purchaser's instructions regarding the disposition of such work and material. Within 90 days after receipt of such notice of termination Seller will submit all its claims pursuant thereto.</p> <p>Purchaser will have the right to check such claims at any reasonable time by inspecting and auditing the records, facilities, work or materials of Seller relating to this P.O. Purchaser will pay Seller the P.O. price of finished work and the cost to Seller (excluding profit or losses) of work in process and any raw material, based on any audit Purchaser may conduct and generally accepted accounting principals; less, however (i) the reasonable value or cost (whichever is higher) of any items used or sold by Seller without Purchaser's consent; (ii) the agreed value of any items used or sold by Seller with Purchaser's consent; and (iii) the value of any defective, damaged or destroyed work or material. Purchaser will make no payments for finished work, work in process or raw material fabricated or procured by Seller in excess of Purchaser's written releases. Payment made under this clause will constitute Purchaser's only liability in the event this P.O. is terminated as</p>	
<p><u>Termination (cont.)</u></p> <p>provided herein. Seller's acceptance of such payment will constitute an acknowledgment that Purchaser has fully discharged such liability. In addition to all rights and remedies conferred on the Purchaser hereunder, Purchaser shall have all of the rights and remedies provided by the Uniform Commercial Code.</p>	Anonymous - Outdoor Equipment
<p><u>Termination</u></p> <p>Buyer may at any time terminate or suspend all or any part of undelivered Items or quantities on any outstanding Purchase Order, Purchase Order Revision or Purchase Order Release. Seller agrees that any termination charges made in consequence shall be limited to costs of materials and labor incurred on items canceled prior to knowledge of their cancellations. Seller further agrees to take all steps reasonably possible to mitigate such charges.</p>	Caterpillar
<p><u>Termination for Convenience</u></p> <p>Termination. Buyer may, at any time, terminate this order for its convenience, in whole or in part, by written or telegraphic notice or verbal notice confirmed in writing, which notice shall be effective when received by or communicated to Seller. If so terminated, any claim of Seller shall be settled on the basis of and limited to the reasonable costs Seller has incurred as of the time of receipt of Seller's notice in the performance of this order.</p>	Anonymous - Airline Industry
<p><u>Termination</u></p>	ELF Atochem

Clause	Company
<p>Buyer reserves the right to terminate or suspend this order or the contract formed up on its acceptance at any time without cause. In the event of such termination, Buyer's liability will be limited solely to payment for goods delivered or services rendered through the date of termination.</p>	
<p><u>Termination For Convenience Of XXX</u></p> <p>The performance of Work under this Contract may be terminated by XXX in accordance with this Article XVII - "Termination" in whole or from time to time in part whenever XXX shall determine that such termination is in the best interest of XXX. Any such termination shall be effected by delivery to the Contractor by XXX of a written notice of termination specifying the extent to which performance of Work under this Contract is terminated and the date upon which such termination shall become effective and upon receipt thereof the parties hereto will proceed as follows:</p> <p>(a) The Contractor will, as and to the extent directed by XXX, stop Work under this Contract and the placement of further purchase orders and subcontracts hereunder, terminate Work under purchase orders and subcontracts to the extent that it relates to the terminated portion of this Contract, use reasonable efforts to settle all claims arising out of termination of the purchase orders and subcontracts, transfer title to any articles, materials, equipment and Work in process allocable to the terminated portion of this Contract and not retained in accordance with subparagraph (c) hereof, and take any necessary action to protect property in the Contractor's possession in which XXX may acquire an interest hereunder.</p> <p>(b) The parties may agree on the whole or any part of the amount or amounts to be paid to the Contractor by XXX by reason of the total or partial termination of Work pursuant to this Article XVII - "Termination". If the parties cannot by negotiation agree within one hundred eighty (180) days from the effective date of the termination notice (or within such further time to which the parties may agree) upon the whole amount of fair compensation to the Contractor for such termination, XXX will pay to the Contractor the following amounts without duplication:</p> <p>(I) the costs of the Work incurred by the Contractor not previously paid for which are allocable or apportionable under recognized accounting practices to the terminated portion of this Contract;</p> <p>(II) the costs of discharging liabilities which are properly allocable or apportionable under recognized accounting practices to the terminated portion of this Contract;</p> <p>(III) the reasonable costs and expenses of the Contractor in making settlement of purchase orders and subcontracts and in protecting the disposing of property in which XXX has or may acquire an interest;</p>	Superior Essex

Clause	Company
<p>(IV) a sum as profit not to exceed six percent (6%) of the amount determined under (I) above;</p> <p>The total sum to be paid the Contractor pursuant to this subparagraph (b) shall not exceed the Total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work which has not been terminated.</p> <p>(c) XXX shall have the following rights to any articles, materials, equipment and Work in process allocable to the terminated portion of this Contract:</p> <p>(I) XXX may elect to retain such articles, materials, equipment and Work in process and the</p>	
<p><u>Termination (cont.)</u></p> <p>contractor shall deliver such items to XXX in accordance with XXX' instructions within forty-five (45) days of the effective date of the termination notice;</p> <p>(II) XXX may consent to the Contractor's retention of any articles, materials, equipment and Work in process and the Contractor will credit XXX with such retention value;</p> <p>(III) XXX may instruct the Contractor to sell any articles, materials, equipment and Work in process as scrap for the account of XXX at the best price obtainable in the Contractor's judgment.</p>	<p>Superior Essex</p>
<p><u>Termination</u></p> <p>Buyer may by written notice to Seller: (a) terminate the whole or any part of this contract in any one of the following circumstances: (1) if Seller fails to perform within the time specified herein or any authorized extension thereof, or (2) if Seller fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, ceases to conduct operation, becomes insolvent, bankrupt or in receivership. and if any of these circumstances does not cure such failure within a period of ten (10) days for such longer period as Buyer may authorize in writing after receipt of notice from Buyer specifying such failure, and upon such termination Buyer may procure, upon such terms as it shall deem appropriate, goods or services similar to those terminated, in which case Seller shall continue performance of this order to the extent not terminated and shall be liable to Buyer for any excess costs for such goods or services: and (b) at any time terminate this order in whole or in part for convenience under the appropriate rules then obtaining of the Armed Services Procurement Regulations of the Department of Defense of the U.S. Government.</p> <p>Buyer shall not by reason of termination under either (a) or (b) above be liable to Seller for any compensation, reimbursement or damages including in particular but not limited to any special, incidental or consequential damages, either on account of present or prospective profit on sales or anticipated sales, or on account of expenditures, investments, or commitments.</p>	<p>GS Electric</p>

Clause	Company
<p><u>Termination</u></p> <p>(a) CUSTOMER or SELLER may terminate this Agreement without cause, effective immediately, upon written notice to SELLER or CUSTOMER. Termination shall not affect any purchase order placed, any subordinate agreement executed prior to the date of termination, or any fully paid up license granted to CUSTOMER. Upon termination of this Agreement without cause, CUSTOMER shall not be liable to SELLER, either for compensation or for damages of any kind or character whatsoever, whether on account of the loss by SELLER of present or prospective profits on sales or anticipated sales, or expenditures, investments or commitments made in connection with the establishment, development or maintenance of SELLER's business, or on account of any other cause or thing whatsoever. The termination shall not prejudice the rights or liabilities of the parties with respect to PRODUCT sold, or any indebtedness then owing by either party to the other.</p> <p>(b) Either party may terminate this Agreement, effective immediately, without liability for said termination, upon written notice to the other party, if any of the following events occur:</p> <ol style="list-style-type: none"> <li>(1) The other files a voluntary petition in bankruptcy;</li> <li>(2) The other is adjudged bankrupt;</li> <li>(3) A court assumes jurisdiction of the assets of the other under a federal reorganization act;</li> <li>(4) A trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other;</li> <li>(5) The other becomes insolvent or suspends its business;</li> <li>(6) The other makes an assignment of its assets for the benefit of its creditors, except as required in the ordinary course of business; or</li> <li>(7) The identity of the other's business is materially changed by sale of its business, transfer of control of its outstanding stock, merger or otherwise.</li> </ol> <p>(c) Either party may terminate this Agreement for a material breach or default of any of the terms, conditions or covenants of this Agreement by the other, provided that such termination may be made only following the expiration of a thirty (30) day period during which the other party has failed to cure such breach after having been given written notice of such breach. This subsection shall not apply to CUSTOMER's cancellations or SELLER's revocations under Section 7, PURCHASE ORDERS; CANCELLATION OF PURCHASE ORDERS; REVOCATION OF ACKNOWLEDGEMENT.</p>	<p>Anonymous - Telecom Industry (5)</p>
<p><u>Termination</u></p>	<p>Anonymous - Auto Industry</p>



Clause	Company
<p>Termination: In addition to any other rights of Buyer to cancel or terminate this order, Buyer may at its option immediately terminate all or any part of this order at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the order price for all goods or services which have been completed in accordance with this order and not previously paid for: and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated position of this order; less, however, the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, work-in process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered goods which are in Seller's standard stock or which are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods which would be produced by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, and general and administrative burden charges from termination or this order. Within sixty (60) days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents, shall have the right to audit and examine all books, records, facilities work, material, inventories, and other items relating to any termination claim of Seller.</p>	

Clause	Company
<p><u>Termination</u></p> <p>Products and Services acquired by Buyer on or after the Effective Date will be covered by this Agreement. This Agreement will remain in effect until terminated. Either party may terminate this Agreement, without any cancellation charge, for a material breach of the Agreement by the other party or if the other party becomes insolvent or files or has filed against it a petition in bankruptcy ("Cause"), to the extent permitted by law. Such termination will be effective at the end of a thirty (30) day written notice period if the Cause remains uncured. Either party may terminate this Agreement without Cause when there are no outstanding SOWs or WAs.</p>	Anonymous - Technology Industry
<p><u>Termination</u></p> <p>Buyer's Right to Cancel. Buyer may, without notice and in addition to all other rights and remedies, cancel, terminate and/or rescind all or part of an Order (and other affected or related Orders) in the event Vendor breaches or fails to perform any of its obligations in any material respect, Vendor becomes insolvent or proceedings are instituted by or against Vendor under any provision of any federal or state bankruptcy or insolvency laws or Vendor ceases its operation. Time is of the essence to each Order, and Vendor's failure to meet any delivery date constitutes a material breach of the Order Vendor agrees to inform Buyer immediately in writing of any failure to timely ship all or any part of an Order, and Buyer's acceptance of any Merchandise after the applicable delivery date does not constitute a waiver of, or otherwise limit, any of Buyer's rights resulting from the late delivery nor obligate Buyer to accept delivery of additional Merchandise under the Order.</p>	K-Mart
<p><u>Termination</u></p> <p>Cancellation. In addition to any other rights which the Buyer may have, it reserves the right to cancel this order or any portion thereof, holding the Seller responsible, if material or services furnished pursuant to this order or any shipment thereunder is not as specified or if delivery is not made when and as specified, time being of the essence of this order. Buyer may cancel this order or any portion thereof if the Seller is adjudicated as bankrupt, if a petition under the Bankruptcy Act is filed and not vacated within sixty days, if the Seller makes an assignment for the benefits of creditors, if a Receiver of the property of the Seller is appointed or if action under any law for the relief of debtors is taken in respect of the Seller.</p>	Kodak
<p><u>Termination</u></p> <p>Cancellation by buyer. Buyer may cancel any undelivered portion of this order at any time without cause by written or telegraphic notice, and in such event Buyer's liability for</p>	Nacco

Clause	Company
<p>cancellation shall be limited to those actual costs which (a) were incurred before notice of cancellation, (b) are applicable to this order only, and (c) are not recoverable in the normal course of Seller’s business.</p>	
<p><u>Termination</u></p> <p>Cancellation. XXX may, at any time upon written notice to Seller, cancel all or any part of this Purchase Order. Seller shall be entitled, upon any such whole or partial cancellation, to an equitable cancellation charge, which is to include Sellers cost of materials procured (except for standard or stock items) and labor performed to date of cancellation, plus a reasonable allowance for overhead and profit thereon. No claims for anticipated-profits or overhead will be allowed, and in no case shall any cancellation charge exceed the purchase price of the goods cancelled.</p>	<p>Nalge</p>
<p><u>Termination</u></p> <p>A. Termination by Buyer. Buyer may terminate this agreement with respect to either the entire Agreement or only affected Products(s), upon the occurrence of any of the following events: (1) except as otherwise provided for herein, Supplier fails to substantially perform any of its obligations under this agreement and fails to remedy such breach within twenty (20) days of receiving written notice thereof from Buyer; (2) Supplier makes a general assignment for the benefit of creditors or becomes the subject of either a voluntary or involuntary petition for relief within the meaning of the United States Bankruptcy code and with respect to an involuntary petition, such petition is not dismissed within sixty (60) days; and (3) Supplier is not ISO 9000 certified within twenty-four (24) months from the date of this agreement;</p> <p>B. Termination by Supplier. Supplier may terminate this agreement upon the occurrence of any one of the following events: (1) Buyer fails to substantially perform any of its obligations under this agreement and fails to remedy such breach within twenty (20) days of receiving written notice thereof from Supplier; (2) Buyer fails to pay when due the purchase price for any Goods ordered by it or any other amount due hereunder; and (3) Buyer makes a general assignment for the benefit of creditors or becomes the subject of either a voluntary or involuntary petition for relief within the meaning of the United States Bankruptcy code and with respect to an involuntary petition, such petition is not dismissed within sixty (60) days.</p> <p>C. Effects of Termination. Termination of this agreement by Buyer or Supplier shall not act as a waiver of any other rights either may have against the other.</p>	<p>Outboard Marine</p>
<p><u>Termination</u></p>	<p>Anonymous -</p>

Clause	Company
<p>Cancellation for Cause: XXX may, at its option, cancel or suspend this Contract for cause including, but not limited to, the following situations:</p> <ol style="list-style-type: none"> <li>1) the failure, refusal or inability of the Supplier to perform the Work in accordance with this Contract for any reason (except for those reasons that are beyond Supplier’s control) after receiving notice from XXX and an opportunity to cure and Supplier has failed to do so; provided however, at XXX’s option, safety or security violations may result in immediate cancellation; or</li> <li>2) Supplier has become insolvent, has failed to pay its bills returned from suppliers and Subcontracts due to insufficient funds; or</li> <li>3) A legal action is placed against Supplier which, in XXX’s opinion, may interfere with the performance of the Work; or</li> <li>4) In XXX’s opinion, the Work will not be completed in the specified time and XXX has requested Supplier to take steps necessary to accomplish the required progress and completion, and Supplier has failed to do so.</li> </ol> <p>In addition to other remedies, XXX may at its option and without prejudice to its other rights, take over and complete all or part of the Work using Supplier’s equipment and facilities at the worksite.</p> <p>XXX will be the sole judge whether Supplier is substantially performing Work in accordance with this Specification. Supplier shall be liable for additional costs to XXX arising from cancellation.</p> <p>If the Contract is cancelled, Supplier shall vacate the worksite but shall not remove material, plant, or equipment without the approval of XXX. In the event of such cancellation, XXX shall pay Supplier for services satisfactorily performed prior to the date of cancellation which are of benefit to XXX. In no event shall XXX be liable for lost or anticipated profits or overhead on uncompleted portions of the Work. Any reports, drawings or other documents prepared for XXX prior to the effective date of such cancellation shall be delivered to XXX by Supplier.</p> <p>Supplier shall not enter into any agreements, commitments or Subcontracts which would incur significant cancellation costs without prior written approval of XXX. Such written approval is a condition precedent to the payment of any cancellation charges by XXX.</p>	<p>Energy Industry</p>
<p><u>Termination</u></p> <p>Termination Without Default. BUYER reserves the right to terminate this PO or any part hereof for a commercially reasonable cause. In the event of such termination, Supplier shall immediately stop all work and cause all of its suppliers or subcontractors to also cease such work. BUYER shall make an equitable adjustment to Supplier for the work performed prior to the notice of</p>	<p>Pharmacia &amp; Upjohn Company</p>

Clause	Company
<p>termination. Supplier shall not be compensated for any costs incurred after notice of termination.</p> <p>Termination For Default. BUYER may terminate this PO or any part hereof for cause in the event of material default by Supplier or if Supplier fails to comply with the material terms and conditions of this PO. In the event of termination for default, BUYER shall not be liable to Supplier for any amount.</p>	
<p><u>Termination for Convenience.</u></p> <p>Seller’s performance of work under this Order may be terminated by Buyer in whole, or from time to time in part, whenever Buyer shall elect. Any such termination shall be effected by delivery to Seller of a Notice of Termination (the “Notice”) specifying the extent to which performance of work under this Order is terminated becomes effective. Upon receipt of any such notice, Seller shall unless the Notice requires otherwise: (1) immediately discontinue work on the date and to the extent specified in the notice (2) place no further orders for materials other than as may be necessarily required for completion of such portion of the work that is not terminated; (3) promptly make every reasonable effort to either obtain cancellation or terms satisfactory to Buyer of all orders to subsuppliers or assign those orders to Buyer and (4) assist Buyer upon request in the maintenance, protection, and disposition of property acquired by Buyer under this Order.</p> <p>If claimed in writing within thirty (30) days after the Notice, Buyer will pay to Seller an equitable adjustment to include; (1) all amounts due and not previously paid to Seller for the Goods and materials completed in accordance with this Order prior to the Notice, and for work thereafter completed as specified in the Notice; (2) a reasonable amount for any Goods and materials then in production, provided that no such adjustment will be made in favor of Seller with respect to any Goods which are Seller’s standard stock; and (3) the costs of setting and paying claims arising out of the cancelled orders. The total sum to be paid to Seller under this clause, exclusive of settlement costs shall not exceed the total order price as reduced by the amount of payments otherwise made to Seller and as further reduced by the order price of work not terminated, and shall not include any consideration for loss of anticipated profits on the terminated work or all claims for which seller expressly agrees to waive.</p>	<p>Phelps Dodge</p>

Clause	Company
<p><u>Termination or Cancellation for Case</u></p> <p>In the event of any breach or repudiation of any of the provisions of this Order by Seller or in the event of any proceedings by or against Seller in bankruptcy or insolvency or for appointment of any receiver or trustee or any general assignment for the benefit of creditors. Buyer may, in addition to its other rights and remedies, terminate or cancel all or any part of this Order.</p>	Phelps Dodge
<p><u>Termination</u></p> <p>Buyer may terminate this Order in whole or in part at any time without cause upon notice to Seller. For goods that are standard stock merchandise or services for which Seller's compensation is on other than a lump sum basis, Buyer's only obligation to Seller shall be to pay for goods shipped or services performed prior to termination. For any other goods or services, Buyer's only obligations to Seller shall be to pay (i) the documented direct costs incurred by Seller until the effective date of termination, (ii) the documented direct costs incurred by Seller in complying with Buyer's instructions in the termination notice, (iii) 10 percent of the foregoing for profit and (iv) such other documented costs, such as overhead, as Buyer may approve; provided, however, that such payment, when added to all payments previously made to Seller under this Order, shall not exceed total amount which Seller would have been entitled to receive had there been no termination.</p>	Anonymous - Metal Industry
<p><u>Termination</u></p> <p>Cancellation and Termination</p> <p>1. Cancellation:</p> <p>a. If either party fails to cure a material default under this Agreement or applicable Order within thirty (30) days after written notice, then, in addition to all other rights and remedies, the party not in default may Cancel this Agreement and/or the Order under which the default occurred. Notwithstanding anything else in this Agreement, if the material default is a breach of the Compliance With Laws Section of this Agreement, the party not in default may, upon providing written notice, Cancel the Agreement immediately. Additional provisions for Cancellation of Orders hereunder are set forth in this Agreement.</p> <p>b. If Supplier is the party in default, Buyer may Cancel any Orders which may be affected by Supplier's default without any financial obligation or liability on the part of Buyer whatsoever, except to pay for the value of any Materials and/or Services retained by Buyer. If Buyer elects to return any Material, or reject any Services, Supplier shall be responsible for, and shall reimburse Buyer for any cost incurred in connection with promptly returning Material and</p>	Anonymous - Telecom Industry (2)

Clause	Company
<p>restoring Buyer's site to its original condition. Supplier shall also promptly refund amounts, if any, previously paid by Buyer for such Material and/or Services. Upon removal and restoration and Buyer's receipt of any such reimbursement and refund, title to any such Materials, which had previously passed to Buyer, shall revert to Supplier.</p> <p>2. Termination:</p> <p>a. Buyer may Terminate any Order in whole or in part, at any time, upon written notice to Supplier. In such event, or if Supplier Cancels this Agreement or Order as a result of Buyer's failure to cure a material default, Buyer shall pay Supplier its actual and direct costs incurred to provide the Materials and Services ordered by Buyer but no more than a percentage of the Services performed or Materials Delivered, less reimbursements, including salvage or resale value, of Materials or Services affected. If requested, Supplier agrees to substantiate such costs with proof satisfactory to Buyer. In no event shall Buyer's liability exceed the price of any Materials or Services Ordered hereunder, provided that Buyer shall have no liability for Materials not specially manufactured for Buyer pursuant to any Order which is Terminated at least thirty (30) days prior to the Delivery Date. After the receipt of Buyer's payment for any Services, Supplier shall deliver the physical embodiments, if any, of such Services. The foregoing statement of Buyer's liability states the entire liability of Buyer and Supplier's sole remedy for Buyer's Termination for convenience, or Supplier's Cancellation for material default.</p> <p>3. Partial Cancellation and Termination:</p> <p>Where a provision of this Agreement or the applicable Laws permit Buyer to Terminate or Cancel</p>	

Clause	Company
<p><u>Termination (cont.)</u></p> <p>an Order, such Termination or Cancellation may, at Buyer's option, be either complete or partial. In the case of a partial Termination or Cancellation Buyer may, at its option, accept a portion of the Materials or Services covered by an Order and pay Supplier for such Materials or Services at the unit prices set forth in such Order. The right to Cancel an Order shall also include the right to Cancel any other related Order.</p>	<p>Anonymous - Telecom Industry (2)</p>
<p><u>Termination for Cause</u></p> <p>Cancellation for cause: If Seller fails (i) to deliver the goods or perform the services at the time specified herein or any extension thereof authorized by Purchaser in writing, or (ii) to perform any of the other provisions of this order and does not cure such failure within a period of 10 days after receipt of notice from Purchaser specifying such failure, or if Seller shall become insolvent or file (or have filed against it) a petition in bankruptcy, then Purchaser may by written notice of default to Seller cancel the whole or any part of the goods and services ordered without liability except for completed services and completed goods delivered and accepted and except for that portion of the order not canceled; provided, however, that with respect to finished, in-process or otherwise unfinished goods and services under this order, Purchaser shall have the right to take title and possession of all or part of such goods and services immediately upon notice to Seller to that effect, irrespective of whether final price terms have been agreed upon.</p>	<p>Smith Fiberglass</p>
<p><u>Termination</u></p> <p>Cancellation</p> <p>a. For Cause. Without prejudice to any other rights or remedies which purchaser might have, Purchaser may cancel any order under this Contract, in whole or in part, in the event of any breach of this Contract by Vendor, including without limitation (a) any defect in workmanship or quality of the Goods (including all related packaging, labeling and printed matter). (b) any breach of Vendor's warranties, (c) any delay in delivery or departure from delivery, routing, hanging, ticketing, labeling or packaging instructions, (d) any deviation from or variation in quantities, assortments, prices, or other Terms or conditions specified in this Contract, (e) if the Goods become the subject of any claim of infringement or other claim or enforcement action by any third party, (f) insolvency, bankruptcy, reorganization, arrangement, receivership or liquidation by or against Vendor, or (g) if Vendor makes an assignment for the benefit of creditors or ceases to carry on business in the ordinary and normal course. In the event of cancellation for cause, Purchaser shall not be liable to Vendor for any amount, and Vendor shall</p>	<p>Target</p>



Clause	Company
<p>be liable to Purchaser for any damages sustained by reason of the default which gave rise to the cancellation. Vendor hereby waives the right to cure improper tender which might otherwise be available under law.</p> <p>b. For Convenience. Purchaser may cancel any order under this Contract, in whole or in part, for its sole convenience, at any time prior to shipment of the Goods. In the event of such cancellation Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers or subcontractors to cease such work. Purchaser's liability to Vendor shall be limited to the unit price of Goods completed prior to such cancellation, plus the actual amount or Vendor's costs reasonably incurred in contemplation of performance of the canceled portion, less any amount saved by Vendor as a result of such cancellation and any amounts which could have reasonably been mitigated by Vendor, including, without limitation, work done after the receipt of the notice of cancellation, costs incurred by Vendor's suppliers or subcontractors which Vendor could reasonably have avoided, and amounts realized by Vendor from sale of the Goods to third parties.</p> <p>C. Disposal of Cancelled Goods In the event of cancellation for any reason. Vendor shall, prior to disposing of Goods, remove all of Purchaser's proprietary marks and identifying tickets, labeling and packaging. Vendor shall not dispose of such Goods in purchaser's trade area or to Purchaser's direct competitors.</p>	

Clause	Company
<p><u>Termination</u></p> <p>Buyer may terminate this Order in whole or in part at any time for any reason whatsoever by written or facsimile notice. Upon receipt thereof, Seller will, to the extent directed by Buyer, terminate any Goods ordered under this Order and any outstanding subcontracts and take any necessary action regarding property in Seller's possession in which Buyer has or may acquire an interest. Buyer shall have the right to demand that Seller deliver to Buyer any of the Goods, parts, or materials in process for which Buyer shall make written request and pay Seller for the fair value of any property so requested and delivered.</p>	Texaco
<p><u>Termination</u></p> <p>(a) Buyer may terminate this order for its convenience, in whole or in part, at any time by written or telegraphic notice to Seller. Upon receipt of such termination notice, Seller shall promptly comply with the directions contained in such notice and shall, as required (i) take action necessary to terminate the work as provided in the notice, minimizing costs and liabilities for the terminated work, (ii) protect, preserve, and deliver in accordance with Buyer's instructions any property related to the order in Seller's possession, and (iii) continue the performance of any part of the work not terminated by Buyer.</p> <p>(b) Buyer may also, by written or telegraphic notice to Seller, terminate the whole or any part of this order for default: (i) if Seller fails to deliver the goods or perform the services required on schedule, (ii) if, at any time, reasonable grounds for insecurity arise as to Seller's expected performance (including timely performance) and Seller does not provide adequate assurance of due performance within ten (10) days after Buyer's written demand for adequate assurance, or (iii) if Seller becomes insolvent or makes an assignment for the benefit of creditors or commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings.</p> <p>(c) If Buyer terminates all or part of this order for default under paragraph 4 (b) above, Buyer may procure, upon terms and in a manner it deems appropriate, goods and services similar to the required goods and services terminated. In addition, Buyer may require Seller to deliver any completed or uncompleted goods required by this order by agreeing to pay Seller as specified in paragraph 4 (d) below.</p> <p>(d) (1) The amount to be paid because of the termination of work shall be determined as follows. Payments to Seller hereunder shall be the sole remedy available to Seller in the event</p>	United Defense

Clause	Company
<p>of a termination by Buyer.</p> <p>A. If the termination is for the convenience of the Buyer, include -</p> <ul style="list-style-type: none"> <li>(i) An amount for direct labor hours/days (as defined in the order) determined by multiplying the number of direct labor hours/days expended before the effective date of termination by the hourly/daily rate(s) in the order, less any hourly/daily rate payments already made to the Seller;</li> <li>(ii) An amount (computed under the provisions for payment of materials) for material expenses incurred before the effective date of termination, not previously paid to the Seller;</li> <li>(iii) An amount for labor and material expenses computed as if the expenses were incurred before the effective date of termination if they are reasonably incurred after the effective date, with the approval of or as directed by the Buyer; however, the Seller shall discontinue these expenses as rapidly as practicable;</li> <li>(iv) If not included in (i), (ii), or (iii) above, the cost of settling and paying termination settlement</li> </ul>	
<p><u>Termination (cont.)</u></p> <p>proposals under terminated lower tier subcontracts that are properly chargeable to the terminated portion of the order, and</p> <ul style="list-style-type: none"> <li>(v) The reasonable costs of settlement of the work terminated, including - <ul style="list-style-type: none"> <li>(a) Accounting, legal, clerical, and other expenses reasonably necessary, or the preparation of termination settlement proposals and supporting data;</li> <li>(b) The termination and settlement of lower tier subcontracts (excluding the amounts of such settlements); and</li> <li>(c) Storage, transportation, and other costs incurred, reasonably necessary, for the protection or disposition of the termination inventory.</li> </ul> </li> </ul> <p>B. If the termination is for default of the Seller, include the amounts computed under (1) above but omit -</p> <ul style="list-style-type: none"> <li>(i) Any amount for preparation of the Seller's termination settlement proposal; and</li> <li>(ii) The portion of the hourly/daily rate allocable to profit for any direct labor hours/days expended in furnishing materials and services not delivered to and accepted by the Buyer.</li> </ul> <p>(2) If Buyer terminates for default, Seller shall be liable for additional costs, if any, for the purchase of such similar goods and services to cover such default. In the event of partial termination for default, Seller shall diligently continue the performance of the unterminated portion of this order and comply with Buyer's reasonable instructions.</p> <p>(3) If the termination for convenience is partial, the Seller may file with the Buyer a proposal for an equitable adjustment of the price(s) for the continued portion of the order. The Buyer shall make any equitable adjustment agreed upon. Any proposal by the Seller for an equitable</p>	<p>United Defense</p>

Clause	Company
<p>adjustment under this clause shall be requested within 90 days from the effective date of termination, unless extended in writing by the Buyer.</p> <p>(4) If, after notice of termination of this order for default under the provisions of paragraph 4(b) above, it is determined for any reason that the Seller was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if a notice of termination for convenience had been issued pursuant to paragraph 4(a) above.</p> <p>(e) Buyer's rights and remedies under paragraphs 4(a) through 4(d) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.</p>	
<p><u>Termination</u></p> <p>(a) For Cause: ABC reserves the right to terminate the Order, or any part hereof, if: (1) Supplier breaches any of the terms of the Order including, but not limited to, failure to deliver the goods or perform the services by the times specified in this Order, or that meet the required specifications, or failure to make progress in the work as to endanger performance, or (2) Supplier becomes insolvent, files any assignment for the benefit of creditors, files a voluntary petition in bankruptcy; or any involuntary petition is filed to have Supplier declared bankrupt provided it is not vacated within thirty days from the date of such filing. ABC shall have no obligations to Supplier for the terminated portion of this Order and ABC's liability shall be limited to payment at the rate specified on the Order for any portion of the Order that was delivered and accepted by ABC prior to termination. Supplier shall be liable for any excess re-procurement charges for any terminated goods and/or services. These remedies shall be cumulative and additional to any other or further remedies provided in law or equity.</p> <p>(b) For Convenience: ABC may, for its convenience, terminate work under the Order in whole or in part at any time by giving notice to Supplier in writing. Supplier will thereupon immediately cause work to be stopped on the terminated portion of the Order. Supplier shall be entitled to reimbursement for its actual costs incurred up to and including the date of termination, a reasonable profit for the services performed and goods accepted prior to termination at a rate not exceeding the rate used in establishing the original purchase prices, and reasonable expenses incurred in effecting ABC's directions. In no event shall ABC's reimbursement obligations exceed the purchase price of the goods or services terminated. At its election, ABC shall have the right to direct the disposition of any or all work-in-progress, parts and materials included in the Supplier's reimbursed costs. Prior to settlement of Supplier's termination claim, Supplier shall make available for inspection (i) all inventory included in the claim and (ii) all directly pertinent books and records relating to claimed costs.</p>	<p>Anonymous - Health Industry</p>

Clause	Company
<p><u>Time of Shipment</u></p> <p>Timely Performance. If Seller has knowledge that anything prevents or threatens to prevent the performance of the work under this Agreement, Seller shall immediately notify Buyer's Representative thereof and include all relevant information concerning the delay or potential delay.</p>	<p>Anonymous - Telecom Industry (4)</p>
<p><u>Time of Shipment</u></p> <p>Delivery: Delivery must be effected within the time stated in this purchase order, otherwise the Buyer (a) may extend the time for delivery or (b) may cancel this purchase order. The Seller shall reimburse the Buyer for any additional cost incurred by the Buyer if the Buyer shall purchase elsewhere in case of cancellation.</p> <p>No charge will be allowed for cartage or packing unless specifically agreed to in writing by the Buyer.</p> <p>When the terms of delivery are f.o.b. the Buyer's works, all transportation charges (including charges for terminal switching service) on materials or articles furnished under this purchase order, as well as for services in connection therewith, must be at the Seller's expense and in accordance with the carrier's tariffs lawfully in effect at the time the shipments are moved or the services are performed.</p>	<p>Bethlehem Steel Corporation</p>
<p><u>Time of Shipment</u></p> <p>Delivery. Delivery must be made within the time and at the specific quality stated on the face of this purchase order or shipment release, but neither party, shall be liable for any default due acts of God or the public enemy, acts or the United States Government or any agency thereof, fire, flood, epidemic or quarantine, restrictions, third party strikes and freight embargoes, or to other causes beyond its control and without fault or negligence In all other cases, if delivery is not made as requested, Buyer reserves the right, at its option, to purchase elsewhere and charge Seller with any loss incurred as a result thereof, or to cancel the order, or to have the goods shipped air freight at Seller's cost. Acceptance by Buyer of a late delivery either the whole or a part of the order shall not constitute a waiver of Buyer's claim for any damage that the late delivery may have caused. Goods slipped to Buyer in advance of delivery schedule may be returned to Seller at Seller's expense.</p>	<p>Black and Decker</p>
<p><u>Time of Shipment</u></p> <p>Delivery Schedule. Shipment and delivery under this Agreement shall be strictly in accordance with the quantities, schedules and other requirements specified in the Purchase Order or this</p>	<p>Boeing</p>

Clause	Company
<p>Agreement. Seller shall promptly notify Buyer in writing of any anticipated or actual delay in delivery, the reasons therefor, and the actions being taken by Seller to overcome or minimize the delay. If requested by Buyer, Seller shall, at Seller's expense, ship via air or other expedited transportation to avoid or minimize the delay to the maximum extent possible.</p>	
<p><u>Time of Shipment</u></p> <p>Delay. Time is of the essence to this PO. At the outset of any delay from any cause, including Force Majeure, Seller shall immediately notify Buyer in writing of the delay or anticipated delay and shall undertake to shorten the delay by all reasonable means. If such delay is caused by Force Majeure, the costs of shortening the delays shall be paid by the Buyer to the extent such costs are attributed to action authorized by Buyer. If the delay is from any other cause, Seller shall be solely responsible for the costs of overcoming delays.</p>	Boise Cascade
<p><u>Time of Shipment</u></p> <p>Delivery. Shipments shall be made in the quantities and at the time or times specified in this P.O. if this P.O. is identified as a blanket P.O. or if no time for delivery is specified, the time for delivery shall be at the times and in the amount requested in a release or delivery schedule furnished by Purchaser- Unless otherwise stated herein, time is of the essence. Without prior written approval of Purchaser, commencement of production by Seller of any item more than (30) days prior to such scheduled deliver date will be conclusively presumed by Purchaser as unreasonably or unnecessarily anticipated by Seller. In the event this order is terminated in whole or in part for any reason Purchaser shall have no obligation to pay Seller, under the provisions of Paragraph 13 hereof, or otherwise the purchase price of or any costs of production of any items which were produced in unreasonable or unnecessary anticipation of delivery date. In addition to Purchaser's other remedies, and without liability, Purchaser reserves the right (i) to refuse and to return at Seller's risk and expense, including, without limitation, warehouse or other storage costs and extra handling costs, any shipments made in excess of quantities ordered and shipments made before or after the time or times specified in this P.O. or in supplementary schedules furnished by Purchaser, and (ii) if delivery is not made in the quantities and/or by the time or times specified, to take either or both of the following actions: (a) terminate this contract without liability by notice effective when received by Seller and to purchase elsewhere and charge Seller with any resultant loss, including, without limitation, consequential or incidental damages, unless deferred shipment has been authorized, or (b) direct Seller to make expedited routings of goods, and the difference in cost between any such expedited routing and the P.O. routing costs shall be paid by Seller. Seller shall not, however, be liable for delays or defaults in deliveries due to causes beyond its control and without its fault or negligence. If at</p>	Anonymous - Outdoor Equipment

Clause	Company
<p>any time Seller has reason to believe that deliveries will not be made as scheduled it shall immediately give Purchaser written notice setting forth the causes of the anticipated delay. If Seller accepts shipments of goods that deviate from expected delivery times or quantities, an inventory charge against Seller may be made. Any such inventory charges will be specified on the face of this P.O.</p>	
<p><u>Time of Shipment</u></p> <p>Shipment and delivery. (a) Time is the essence of this order. If delivery of the Goods is not completed by the time indicated herein, or Seller becomes insolvent or makes a general assignment for the benefit of creditors, or a petition in bankruptcy is filed by or against Seller, Buyer reserves the right without liability (in addition to its other rights and remedies hereunder and at law and equity) to cancel this order by written or telegraphic notice or verbal notice confirmed in writing (which notice shall be effective when received by or communicated to Seller) as to any of the Goods not shipped to purchase substitute goods elsewhere, and to charge Seller with any loss incurred. Provisions for delivery of the Goods by installments shall not be construed as making the obligations of Seller severable. (b) Shipments shall be suitably packed to prevent damage, and shipped only by licensed carrier and the least expensive route, unless otherwise instructed. Shipments F.O.B. Seller's plant shall be released at a declared valuation of the true replacement value, but in no event shall such declared valuation exceed the maximum permitted under the carrier's least expensive rate schedule applicable to Goods consisting such shipment. (c) Concurrent with shipping the Goods, Seller shall forward notice thereof, together with a copy of the bill of lading (or other shipment documents) and the packing list applicable thereto to [address]. All Bills of Lading (or other shipment documents), packages, packing slips and correspondence must show Buyer's Purchase Order Number. Packing lists must bear a complete description of Goods shipped.</p>	<p>Anonymous - Airline Industry</p>
<p><u>Time of Shipment</u></p> <p>Delivery – Time is of the essence with respect to Seller’s obligations hereunder. Quantities delivered shall not vary from the quantities specified in this order. Unless specifically stated in this order, partial shipments will not be accepted by Buyer. Seller shall strictly comply with delivery instructions contained on the front of this order, or, if no instructions are stated, goods shall be delivered F.O.B. destination designated by Buyer, freight allowed. Time and risk of loss of the goods shall pass to Buyer upon completion of delivery of each shipment.</p>	<p>ELF Atochem</p>
<p><u>Time of Shipment</u></p> <p>Delivery, Quantity and Payment. Time is of the essence of this contract. If delivery of goods or</p>	<p>GS Electric</p>

Clause	Company
<p>rendering of services is not completed by the time promised, the Buyer reserves the right, without liability, in addition to its other rights and remedies, to terminate this contract as to stated goods not yet shipped or services not yet rendered, and to purchase substitute goods or service elsewhere and charge the Seller with any loss incurred. Any provisions herein for delivery of goods or the rendering of services by installments shall not be construed as making the obligations of Seller severable. Shipment send C.O. D. without Buyer's written consent will not be accepted and will be at Seller's risk. Buyer reserves the right to return early deliveries of excess or short shipments at Seller's expense. Goods purchased shall be shipped in the most economical manner and payment is subject to and conditioned upon Buyer's inspection and approval or rejection at destination. Tender of payment is not a condition to Seller's duty to tender and complete any delivery. Seller shall be paid, upon the submission of invoices, vouchers or such information or documentation as Buyer may reasonably require, the prices stipulated herein for goods delivered or services rendered less deduction due Buyer, if any. Payment will be made on partial deliveries only if, in Buyer's sole discretion, it is desirable to make such payment Upon Buyer's request, Seller shall suspend shipment and delivery of goods and all work and operation hereunder for such period as Buyer may request, at no expense or liability to Buyer.</p>	
<p><u>Time of Shipment</u></p> <p>Delivery. Deliveries shall be made within thirty days of receipt of order. If Seller is unable to deliver the requested model configuration, Seller shall, with Purchasers approval, temporarily substitute a comparable configuration. At such time as the ordered model is available, the units will be model changed at no cost to purchaser.</p>	<p>Anonymous - Auto Industry</p>
<p><u>Time of Shipment</u></p> <p>Delivery schedules. Deliveries shall be made both in quantities and at times specified in Buyers schedules. Buyer shall not be required to make payment for goods delivered to Buyer which are in excess of quantities specified in Buyers delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this order. For orders of goods where quantities and/or delivery schedules are not specified: Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.</p>	<p>Anonymous - Auto Industry</p>
<p><u>Time of Shipment</u></p> <p>Seller shall give XXX notice of any prospective failure to ship Goods or provide Services in time to meet the date on which such Goods or Services must be received by XXX (the</p>	<p>Hewlett Packard</p>



Clause	Company
<p>"Delivery Date"). If only a portion of Goods is available for shipment to meet the Delivery Date, Seller shall ship the available Goods unless directed by XXX to reschedule shipment. If Seller ships Goods by a method other than as specified in this Order, Seller shall pay any resulting increase in the cost of freight incurred over that which would have been incurred had Seller complied with XXX's shipping instructions.</p> <p>If due to Seller's failure to timely ship Goods the specified method of transportation would not permit Seller to meet the Delivery Date, the Goods affected shall be shipped by air transportation or other expedient means acceptable to XXX. Seller shall pay for any resulting increase in the cost of freight incurred over that which would have been incurred by the specified method of transportation.</p> <p>If Seller makes any shipment more than three work days prior to the date required to meet the Delivery Date by the specified method of transportation, XXX may either return the Goods or delay processing the corresponding invoice until the Delivery Date.</p>	
<p><u>Time of Shipment</u></p> <p>Time of delivery/performance: time is of the essence of this contract. Equipment or services shall be delivered or performed by the date specified, not before or after. In the event Merchandise or Services cannot be shipped or performed within dates specified, Vendor shall notify Purchaser of the deviation, including specifics relating to the delay. Vendor's failure to ship Equipment or provide Services within the dates specified shall constitute a default. In the event of late shipment or performance, Purchaser may, in its sole and absolute discretion, (a) cancel all or a portion of this Contract; (b) reject the late shipment of Equipment and return all or a portion of the Equipment to Vendor at Vendor's expense; or (c) accept and pay for all or a portion of the Equipment or Services received (based on the unit price of the Equipment or a fair allocation of the portion of Services performed compared to those ordered). It is understood and agreed that, for purposes of this section, each late shipment of Equipment or late performance of Services is to be considered separately, and Purchaser's right to reject a late shipment or late performance shall not be affected by acceptance of prior late shipments from or performance by Vendor. It is further understood and agreed that Vendor will be liable for any loss caused as a result of failure to provide Services or deliver Equipment within dates specified, including, without limitation, additional costs incurred by Purchaser in obtaining the Equipment or Services elsewhere.</p>	<p>Mervyn's</p>
<p><u>Time of Shipment</u></p> <p>Time of performance. XXX's production schedules are based upon delivery of goods to XXX by the date specified on the face of the Purchase Order (or such amended date as may be agreed</p>	<p>Nalge</p>

Clause	Company
to by XXX in writing). XXX reserves the right, upon notice to Seller, to defer or delay delivery of some or all of the goods. No delay in delivery ordered by XXX shall be the cause for a claim by Seller, unless Seller has given XXX written notice at the time of the delay, and an estimate of charges to be incurred.	

Clause	Company
<p><u>Time of Shipment</u></p> <p>Delivery. Time is of the essence in the performance of this Order. All deliveries shall be strictly in accordance with the applicable quantities and schedules set forth in this Order. Whenever it appears Seller will not meet the delivery schedule, Seller shall immediately notify Buyer of the reason and length of the delay. Seller shall make every effort to avoid or minimize the delay to the maximum extent possible including the expenditure of premium time and most expeditious transportation. Any additional cost caused by these requirements shall be borne by Seller.</p> <p>B. If Seller is unable to meet the required delivery schedules for any reason, other than a change directed by Buyer, Buyer shall have the option to cancel this Order, or fill such Order or any portion thereof, from sources other than Seller and to reduce Seller's Order quantities accordingly at no increase in unit price, without any penalty to Buyer. This condition shall not limit buyer's rights under the default provision contained herein.</p>	<p>Northrop Grumman</p>
<p><u>Time of Shipment</u></p> <p>Delivery Schedule. Buyer's requested delivery dates shall be set forth on Buyer's Purchase Orders to Supplier. Provided that Buyer has met the established lead times for ordering Products, 100% on-time delivery by Supplier is required for all Products shipped under this Agreement. Supplier's failure to meet requested delivery dates shall constitute material breach.</p> <p>A delivery is considered on time if it arrives at the receiving facility a maximum of 5 working days before the scheduled delivery date, and zero days after the scheduled delivery date. Deliveries delayed by Force Majeure are not considered late if reasonable effort is made to achieve delivery on time.</p> <p>The normal lead times that apply to Products sold under this Agreement will be established by Supplier and submitted to Buyer for advance review and approval. The parties recognize that market conditions may require lead times to be changed during the term of this Agreement. It is the responsibility of Supplier to notify Buyer of any lead time changes that may be necessary with sufficient advance notice so as not to impact on-time delivery.</p> <p>Buyer will pay the cost of premium freight charges due to expedited delivery when requested delivery dates allow less than the established lead times to manufacture and ship Products. Supplier shall pay such premium freight charges where necessary to meet delivery dates requested by Buyer that are within the established lead times.</p>	<p>Outboard Marine</p>

Clause	Company
<p>Supplier shall pay a late penalty in accordance with the following schedule:                      Days Late Price Adjustment for Late Units                      1 - 7 days 2% of unit price                      8 – 4 days 4% of unit price                      15 - 21 days 6% of unit price                      22 days and up 8% of unit price                      In the event that Supplier's failure to deliver the Products in accordance with this Agreement shall result in the slow-down or shut-down of Buyer's manufacturing operations, Supplier shall, in addition to the above, be responsible for all costs or losses incurred directly by Buyer as a result thereof.</p>	
<p><u>Time of Shipment</u>                       Time of Essence. With regard to any and all aspects of the Order, time is of the essence. If the delivery date(s) specified in this order or in any subsequent writing from Buyer to Seller are not met, Buyer may, in addition to its other rights and remedies, terminate or cancel all or any part of this Order and shall have the right to a full refund of any monies paid.</p>	Phelps Dodge
<p><u>Time of Shipment</u>                       Delivery. Time is of the essence in Seller's performance of this Order. If the delivery of goods or the performance of services is not completed within the specified time, Buyer shall have the right, without incurring liability to Seller, (i) to terminate this Order upon written notice to Seller as to goods not delivered and accepted or services not performed and (ii) to purchase substitute goods or services and charge Seller for any loss or additional cost incurred as a result thereof.</p>	Anonymous - Metal Industry
<p><u>Time of Shipment</u>                       Delivery, Performance, and Acceptance (Material only or Material and Service). Supplier acknowledges the competitive telecommunications marketplace in which BUYER operates and understands BUYER's business requires prompt Delivery of Material and provision of Services by the specified Delivery Dates. Therefore, the parties agree that all dates for Delivery of Materials and Services are firm, time is of the essence, and Supplier will complete such Delivery in strict conformance with the Specifications.</p>	Anonymous - Telecom Industry (2)
<p><u>Time of Shipment</u>                       Delivery. Unless otherwise provided herein, delivery dates are considered firm and delivery</p>	Shell

Clause	Company
<p>terms are F.O.B. unloaded onto delivery freight dock. Title to purchased goods and any risk of loss or damage pass to BUYER at time of delivery.</p>	
<p><u>Time of Shipment</u></p> <p>Promptness: Time is of the essence for the performance of all rights and obligations created by this order.</p>	<p>Smith Fiberglass</p>
<p><u>Time of Shipment</u></p> <p>Shipment of Goods. Time is of the essence of this contract. Goods must be shipped within dates specified, not before or after. In the event Goods cannot be shipped within dates specified, Vendor shall notify Purchaser of the deviation, including the order number and department number for the affected Goods. Vendor's failure to ship Goods within dates specified shall constitute a default. In the event of late shipment, or shipment after the order has been canceled, Purchaser may, in its sole and absolute discretion, (a) cancel all or a Portion of the order prior to shipment, (b) reject and return all or a portion of the Goods to Vendor, at Vendor's expense, or (c) accept and pay for all or a portion of the Goods received (based on the unit price of the Goods ordered). In the event of early shipment, Purchaser may, at its option. (a) reject and return all or a portion of the Goods to Vendor, at Vendor's expense, to be held by Vendor for Purchaser until dates specified, or (b) accept and pay for all or a portion of the Goods received (based on the unit price of the Goods ordered). It is understood and agreed that Purchaser may reject Goods that are not shipped within dates specified, without cancellation or later shipments. It is understood and agreed that, for purposes of this section, each shipment of Goods is to be considered separately, and Purchaser's right to reject a late shipment shall not be affected by acceptance of prior late shipments from Vendor. It is further understood and agreed that Vendor will be liable for any loss caused as a result of failure to ship within dates specified, including, without limitation, costs incurred by Purchaser in obtaining the Goods elsewhere.</p>	<p>Target</p>
<p><u>Time of Shipment</u></p> <p>Delivery. Time is of the essence. Seller shall furnish sufficient labor and management forces, plant, and equipment and shall work such hours/days (including night shift, overtime, weekend and holiday work) as may be required to assure timely delivery.</p>	<p>United Defense</p>
<p><u>Time of Shipment</u></p> <p>Quantity' Deliveries and Packing. Supplier shall ship and deliver goods and render services hereunder on the date or dates specified on the Order, unless prior written approval of any change in such date or dates is given by ABC. If Supplier's deliveries fail to meet the schedules</p>	<p>Anonymous - Health Industry</p>

Clause	Company
<p>specified in the Order and express shipments and/or partial shipments are requested by ABC, Supplier will assume all excess shipping charges. No charge will be paid by ABC for packing, boxing, or cartage, unless specified on the Order. Loss of or damage to any goods not packed in such a manner as to insure proper protection to same shall be borne by Supplier. Each package of goods shipped must contain a memorandum showing shipper's name, contents of package, and ABC's Order number.</p>	
<p><u>Waiver</u></p> <p>Non-Waiver. Either party's failure at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided will in no way be construed to be a waiver of such provisions, rights, remedies or options or in any way to affect the validity of this Agreement. The exercise by either party's of any rights, remedies or options provided hereunder or at law or equity shall not preclude or prejudice the exercising thereafter of the same or any other rights, remedies or options.</p>	<p>Anonymous - Telecom Industry (4)</p>
<p><u>Waivers</u></p> <p>Waivers and Assignment. Any waiver of strict compliance with the terms of this purchase order shall not be a waiver of Buyer's right to insist upon strict compliance with the terms of the purchase order thereafter. Seller may not assign any of its rights or delegate any of its duties hereunder without Buyer's prior written consent.</p>	<p>Black and Decker</p>
<p><u>Waiver</u></p> <p>Any term or condition of these General Terms and Conditions or the BUYER Supply Agreement may be waived at any time by the party hereto which is entitled to the benefit thereof but such waiver is effective only if evidenced by a written document signed by such party. A waiver by BUYER must be signed by the President or a Vice-President of BUYER. A waiver on one occasion shall not be a waiver of the same or any other breach on any other occasion. No course of dealing or performance by any party, and no failure, omission, delay or forbearance by any party, in whole or in part, in exercising any right, power, benefit or remedy, shall constitute a waiver of such right, power, benefit or remedy.</p>	<p>Anonymous - Restaurant Industry</p>
<p><u>Waivers</u></p> <p>Nonwaiver of defaults. Any failure by XXX at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Contract</p>	<p>Superior Essex</p>

Clause	Company
shall not constitute a waiver of such terms or conditions in any way, or the rights of XXX at any time to avail itself of such remedies as it may have for any breaches of such terms or conditions.	

Clause	Company
<p><u>Waivers</u></p> <p>Non-Waiver. Buyer's failure at any time to require strict performance by Seller of any of the provisions herein shall not waive or diminish Buyer's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default.</p>	GS Electric
<p><u>Waiver</u></p> <p>Non-Waiver. Either party's failure to enforce any of the provisions of this Agreement or any purchase order, or to exercise any option, shall not be construed as a waiver of such provisions, rights, or options, or affect the validity of this Agreement or any purchase order.</p>	Anonymous - Telecom Industry (5)
<p><u>Waiver</u></p> <p>No implied waiver. The failure of either party at any time to require performance by the other party of any provision of this order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this order constitute a waiver of any succeeding breach of the same or any other provision.</p>	Anonymous - Auto Industry
<p><u>Waiver</u></p> <p>The waiver of any term or condition of this Order must be in writing. No such waiver shall be construed as a waiver of any other term or condition except as provided in writing, nor as a waiver of any subsequent breach of the same term or condition.</p>	Hewlett Packard
<p><u>Waiver</u></p> <p>An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.</p>	Anonymous - Technology Industry
<p><u>Waiver</u></p> <p>Nonwaiver. Acceptance or acquiescence in a course of performance rendered under this Order shall not be relevant to determine the meaning of this Order, even though the accepting or acquiescing party has knowledge of the nature of performance and opportunity for objection.</p>	Northrop Grumman
<p><u>Waiver</u></p> <p>None of the provisions of the contract shall be considered waived by XXX except when such</p>	Anonymous - Energy Industry



Clause	Company
waiver is in writing.	

Clause	Company
<p><u>Waiver</u></p> <p>BUYER's failure to insist on any of the terms or conditions herein or to exercise any right or privilege or BUYER's waiver of any breach hereunder shall not thereafter waive any other terms, conditions or privileges whether of the same or similar type.</p>	<p>Pharmacia &amp; Upjohn Company</p>
<p><u>Waiver</u></p> <p>Buyer shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is in writing and duly executed by it. No failure to exercise, delay in exercising or course of dealing with respect to any right, power, privilege or remedy shall operate as a waiver thereof by Buyer or of any other right, power, privilege or remedy. No exercise or partial exercise of any right, power privilege or remedy shall preclude any other or further exercise thereof by Buyer or the exercise of any other right, power, privilege or remedy by Buyer.</p>	<p>Anonymous - Metal Industry</p>
<p><u>Waiver</u></p> <p>Amendments and Waivers. This Agreement and any Orders placed hereunder may be amended or modified only by a written document signed by the authorized representative of the party against whom enforcement is sought. No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a general waiver or relinquishment of such term, right, or condition. A waiver by either party of any default shall not be deemed a waiver of any other default.</p>	<p>Anonymous - Telecom Industry (2)</p>
<p><u>Waiver</u></p> <p>Non-waiver. No course of dealing or failure of either party to enforce strictly any term, right or condition of this Agreement will be construed as a waiver of such term, right or condition. Waiver by Buyer of any default of Seller hereunder will not be deemed a waiver of any other default of Seller. The express provision herein for certain rights and remedies of Buyer are in addition to any other legal and equitable rights and remedies to which it would otherwise be entitled.</p>	<p>Anonymous - Telecom Industry (3)</p>
<p><u>Waiver</u></p> <p>Invalidity/ Non-waiver/ Course of Dealing. The invalidity in whole or in part of any Terms of this Contract shall not affect the validity of other Terms. No failure on the part of Purchaser to exercise, and no delay in exercising, any right hereunder will operate as a waiver thereof. No express waiver shall operate beyond the express terms thereof nor waive the same provision at any future date. Purchaser's right to require strict observance of each of the Terms hereof shall</p>	<p>Target</p>

Clause	Company
not be affected by a waiver of any other Terms or by any previous waiver, forbearance or course of dealing.	
<p><u>Waiver</u></p> <p>Buyer's failure to insist on Seller's strict performance of this order at any time shall not be construed as a waiver by Buyer for performance in the future.</p>	United Defense
<p><u>Warranty</u></p> <p>Warranty and Indemnity. Seller expressly warrants that all goods, material and workmanship will conform with applicable drawings, specifications, samples, or other descriptions given, will be fit for the purpose intended, and will be free from defects. All goods delivered and services performed will be subject to test and inspection by Buyer at the place of manufacture or at destination or at both. Any of the goods found at any time to be damaged (including goods damaged due to unsatisfactory packaging by Seller) or defective in material or workmanship or not in conformity with this purchase order may be corrected by Buyer at Seller's expense or rejected and returned at Seller's expense. If Buyer elects to return such goods to Seller at any time, Buyer shall be entitled to credit or replacement goods or services at the price charged. However, Buyer's inspection or failure to inspect shall in no way relieve Seller of responsibility hereunder, and Seller will in all cases indemnify and hold Buyer harmless against any and all claims, liabilities, costs, damages or expenses (including attorneys' fees) of any kind caused by Seller's breach of the foregoing warranty including but not limited to all costs and expenses related to product recall. The foregoing shall not be in limitation of any rights that Buyer may have at law or in equity by reason of any breach of warranty, express or implied. Seller shall maintain product liability insurance in such amounts as is customary for its type of business, and upon request by Buyer. Seller will provide Buyer with a certificate of such insurance.</p>	Black and Decker
<p><u>Warranties</u></p> <p>Seller expressly warrants that all goods and services covered by this P.O. will: (a) conform to any and all specifications, drawings, plans, instructions, samples or other descriptions, whether express or implied, furnished by Purchaser or by Seller; (b) be fit and sufficient for the purpose(s) for which they were manufactured and sold, and if Seller knows of or has reason to know of any particular purpose for which Purchaser intends to use such goods the goods will be fit for such particular purpose; (c) be new and merchantable; (d) be of good material and workmanship and free from defects, whether latent or patent; and (e) be free from any claim of any nature by any third person and that Seller will convey clear title thereto to Purchaser. The foregoing warranties shall survive Purchaser's inspection, acceptance and use of the goods.</p>	Anonymous - Outdoor Equipment

Clause	Company
<p>Seller hereby extends to Purchaser any and all warranties received from Seller's suppliers and agrees to enforce such warranties on Purchaser's behalf. All Seller's warranties shall run to Purchaser, its successors, assigns, customers and users of products sold by Purchaser. Seller agrees promptly to correct defects in any goods not conforming to the foregoing warranties, or to replace such goods, without expense to Purchaser, when notified by Purchaser, provided Purchaser elects so. In the event of Seller's failure to correct or replace such defective or nonconforming goods, Purchaser may, after reasonable notice to Seller, make such correction or replacement at Seller's expense.</p> <p>Foregoing warranties and remedies shall be in addition to any warranties and remedies of additional scope herein or otherwise provided by Seller to Purchaser or provided by law. In addition to the foregoing, Seller shall indemnify and hold Purchaser harmless from and against all damages, claims, liabilities and expenses (including court costs and attorney's fees) arising out of or relating to or resulting in any way from a breach of any warranty, whether express or implied, or from any act or omission of Seller, its officers, agents, employees or subcontractors.</p>	
<p><u>Warranty</u></p> <p>Seller, in addition to any express or implied warranties of additional scope given to Buyer by Seller or implied by law, hereby warrants that Items furnished by Seller will be in full conformity with Buyer's specifications, drawings and data, or Seller's samples or representations, and will be free from defects in design (to the extent that Seller furnishes the design), materials and workmanship. Seller agrees that this warranty shall survive acceptance of the Items. Seller shall be responsible for every claim of damage or injury that is based on a breach of the foregoing warranty, and, at Buyer's option, Seller shall handle any such claims or shall provide all reasonable assistance to Buyer in Buyer's handling of such claims.</p>	Caterpillar
<p><u>Warranties</u></p> <p>Seller warrants that all goods and services supplied under this order shall; (a) conform to all specifications, drawings, samples or other descriptions requested or referenced by Buyer, (b) be delivered and performed in a safe and responsible manner, (c) be of quality and workmanship consistent with the highest standards of the trade; (d) be of uniform grade and consistency (e) be merchantable and free from all defects; (f) be fit for the purposes intended; (g) be free from encumbrances with food is the conveyed; and (h) be manufactured, contained, packaged, labeled, transported or otherwise provided in accordance with all applicable laws, regulations, permits and industry standards. Seller also warrants that it shall obtain and assign or otherwise provide to Buyer the benefits or warranties provided by manufacturers or suppliers of material</p>	ELF Atochem

Clause	Company
or equipment incorporated into the goods or services and shall perform its responsibilities so that such warranties remain in full effect.	
<p><u>Warranty</u></p> <p>Seller expressly warrants all goods and work covered by this order to be of the quantity, quality, size, description and dimension specified or referred to, fit and sufficient for the purpose intended, merchantable, of good quality and workmanship, and free from defects in material and workmanship, as well as of design in the event that the goods are of the Seller's design. Such warranties shall apply to Buyer and customers of Buyer, shall survive acceptance of the times and shall not be deemed waived by reason of either the receipt of said goods, inspection by Buyer or payment by Buyer. Seller will indemnify and hold Buyer, Buyer's customers, and anyone claiming through Buyer or Buyer's customers, harmless against any and all liabilities whatsoever incurred by virtue of a breach of such warranties. Such warranties shall be in addition to any warranties of additional scope given to Buyer or Seller or any other liability, including negligence, provided at law or equity.</p>	GS Electric
<p><u>Warranty</u></p> <p>Seller warrants that the products to be supplied under this Agreement are fit and sufficient for the purpose intended; that they are merchantable, of good quality and free from defects, whether patent or latent, in materials or workmanship; and that products sold to Buyer hereunder conform to the standards as outlined in Paragraph 4 hereof. Seller further warrants that it has good title to the products supplied and that the products are free and clear from all liens and encumbrances. Such warranties, together with any other warranties set forth in Seller's advertising literature, and service warranties and guarantees, shall run to Buyer, its successors, assigns and customers.</p>	Anonymous - Health Industry (2)
<p><u>Warranties</u></p> <p>Seller expressly warrants that all goods or services covered by this order will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and expressly warrants that all goods covered by this order which have been selected, designed, manufactured, or assembled by Seller, based upon Buyer's stated use, will be fit and sufficient for the particular purposes intended by Buyer.</p>	Anonymous - Auto Industry
<p><u>Warranties</u></p>	Anonymous - Financial

Clause	Company
<p>Each party warrants and represents that it has full and legal authority to enter into Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which it is a party or by which it may be bound.</p> <p>Seller warrants and represents that each of its employees assigned to perform, services under this Agreement shall have the proper skill, training, education, and background so as to be able to perform in competent, qualified, and professional manner.</p>	<p>Industry</p>
<p><u>Warranties</u></p> <p>Vendor's Representations and Warranties. Vendor represents and warrants to Buyer, in addition to all warranties implied by law, that each item of merchandise described on the face of an Order (or in an EDI or telephone Order), together with all related packaging and labeling and other material furnished by Vendor ("Merchandise"), must: (a) be free from defects in design, workmanship and/or materials including, without limitation, such defects as could create a hazard to life or property; (b) conform in all respects with all applicable federal, state and local laws, orders and regulations including, without limitation, those regarding (i) safety, (ii) content, (iii) flammability, (iv) weights, measures and sizes, (v) special use, care, handling, cleaning or laundering instructions or warnings (vi) processing, manufacturing, labeling, advertising, selling, shipping and invoicing, (vii) registration and declaration of responsibility, and (viii) occupational safety and health; (c) not infringe or encroach upon Buyer's or any third party's personal, contractual or proprietary rights, including, without limitation, patents, trademarks, trade names, copyrights, rights of privacy or trade secrets; (d) conform to all of Buyer's specifications and to all articles shown to Buyer as Merchandise samples; and (e) not be adversely affected by the inability or incapacity of any hardware, software (including embedded software), firmware or system to process accurately date and date-related data from, into and between the twentieth and twenty-first centuries, including the years 1999 and 2000, and leap year calculations.</p>	<p>K-Mart</p>

Clause	Company
<p><u>Warranty</u></p> <p>Seller warrants, for a one (1) year period from the date of receipt by Buyer, that all products or services delivered hereunder shall be free from defects and shall conform to specifications, drawings or samples supplied by Seller. In addition to any other rights Buyer may have, Buyer may, at its option, either return for full credit or require repair or replacement of defective or nonconforming products. Returns and repairs of defective or nonconforming products hereunder shall be made at Seller's expense.</p>	<p>Kodak</p>
<p><u>Warranty</u></p> <p>Warranties. Compliance: Vendor warrants that the Services provided and Equipment produced hereunder (including all related packaging, labeling and printed matter), and the manufacture, sale, safety and transportation of the Equipment, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with such Equipment or Services shall be in accordance with, comply with, and where required, be registered under, all applicable laws, regulations, standards, codes, orders and ordinances of the United States or any state or other subdivision thereof.</p> <p>Merchantability, fitness, conformance: Vendor warrants that all Equipment (including all related packaging, labeling and printed matter), and Services provided by it are: (a) merchantable; (b) of good quality and workmanship; (c) free from defects, latent or patent, in material, design, and workmanship on delivery, or if vendor installs the equipment, or installation; (d) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were purchased, if Vendor knows or reasonably should know such particular purpose; (e) in compliance in all respects with all specifications, performance standards, drawings or descriptions furnished, specified or adopted by Purchaser or incorporated herein by reference; (f) in conformity with Vendor samples, if any; and (g) free of any claim of any third party.</p> <p>Other warranties: The warranties set forth herein are in addition to all other express warranties and shall run to the benefit of and shall create direct rights of enforcement and remedy in Purchaser.</p>	<p>Mervyn's</p>
<p><u>Warranty</u></p> <p>In addition to its standard warranty and/ or service guaranty, Seller warrants that it has good and merchantable title to all goods supplied hereunder and that such goods shall be free and</p>	<p>Nacco</p>

Clause	Company
<p>clear of all liens and encumbrances; be free from any defects in design, material or workmanship and of good and merchantable quality; conform to Buyer’s specifications or the sample approved by Buyer, as the case may be, and be fit for the known purposes for which purchased hereunder and comply and have been produced, processed and delivered in conformity with all applicable federal, state or other laws, administrative regulations and orders. The foregoing warranties shall survive inspection, delivery and payment and shall run in favor of Buyer and its customers.</p>	
<p><u>Warranty</u></p> <p>Supplier expressly warrants that all goods and/or services furnished under this PO shall conform to all specifications and appropriate standards, will be new and free from defects in materials and workmanship and will not be adulterated in any way. Supplier warrants that all such goods and/or services will conform to any statements made on the container, labels or advertisements for such goods and/or services and that any goods will be adequately contained, packaged, marked and labeled. Supplier warrants that all goods and/or services furnished hereunder will be merchantable, safe and appropriate for the purpose for which goods and/or services of like kind are normally used and will be free of any and all patent and latent defects. If Supplier knows or has reason to know the particular purpose for which BUYER intends to use the goods and/or services, Supplier warrants that such goods and/or services will be fit for such particular purpose. Supplier warrants that it has good title to all goods furnished under this PO, they are free of any encumbrance and free of any claim by any third party. Supplier warrants those goods and/or services furnished will conform in all respects to any samples supplied. Inspection, testing, acceptance or use of the goods and/or services furnished hereunder shall not affect the Supplier's obligation under this warranty and such warranty shall survive inspection, testing, acceptance and use. Supplier's warranty shall run to BUYER, its successors, and assigns. Supplier agrees, provided BUYER elects to provide Supplier with the opportunity to do so, to promptly replace or correct defects of any goods and/or services not conforming to the foregoing warranty, without expense to BUYER, when notified of such nonconformity by BUYER. BUYER retains the right to pursue all legal and/or equitable remedies for any breach of the above warranty. Supplier recognizes that BUYER's production requirements may require immediate replacement, repairs or rework of defective goods, without notice to Supplier. In such event, Supplier shall reimburse BUYER for the costs of repairs or rework of defective goods.</p>	<p>Pharmacia &amp; Upjohn Company</p>
<p><u>Warranties.</u></p> <p>General Warranties. Seller warrants that the Goods shall conform to the specification, drawings, samples, models and or other descriptions, affirmations or promises furnished Buyer and that</p>	<p>Phelps Dodge</p>



Clause	Company
<p>the Goods shall be merchantable, free from defect, new, of good workmanship and quality, and fit for any particular purpose for which the Goods are required where Seller has reason to know of such purpose. Seller warrants that delivery of the Goods will not be affected or interrupted by any error, problem or failure, including computer errors or failure, directly or indirectly relating to or arising out of date data that represents or references different centuries or more than one century. All such warranties shall survive inspection, test and acceptance of the Goods, and shall extend to future performance of the Goods. These warranties shall also run in favor of an person or entity using or affected by such Goods, Seller shall assign to Buyer any manufacturer’s or other warranties applicable to the Goods.</p> <p>Warranty of Title and Against Infringement. Title conveyed shall be good and its transfer rightful. The Goods shall be delivered free from any security interest or other lien or encumbrance whatsoever. The Goods shall be delivered free and clear of any rightful claim or any third person by way of tortuous interference, unfair competition, infringement or the like, including patent, trademark, copyright, trade secret or proprietary interest infringement, even if Buyer has furnished specification for the Goods to Seller.</p> <p>Indemnification for Breach of Warranty. Seller shall defend, indemnify, save and hold harmless Buyers, its officer, directors, agents and employees and, if applicable, Buyer’s partners or participants and their respective officers, directors, agents and employees from and against any and all Losses suffered or caused as a result of breach, or as a result of any assertion, claim, suit, action or other proceeding alleging facts or circumstances which if true would constitute a breach, of any of the representations and warranties of Seller in the Order and the agreement between Buyer and Seller. As used in the Order “Losses” includes any and all claims (including third party claims) , liabilities, demands, losses, damages, penalties, fines, assessments, costs and expenses of every character, including attorneys’ fees and disbursements. This indemnification shall survive any termination or cancellation of this Order, or such agreement.</p>	

Clause	Company
<p><u>Warranties</u></p> <p>Warranties, remedies and limitations of liability. Seller warrants that the Products will be as specified or described in this Agreement and will meet the specifications, if any, attached to the Agreement. If no specifications are attached to this Agreement, Seller warrants that the Products will meet Seller's standard specifications and descriptions for such products. Seller further warrants that it will convey good title to the Products and that the Products will be delivered free from any lawful security interest, lien or encumbrance. If any of the Products delivered to Buyer in connection with this Agreement are not as warranted, Seller shall either (i) correct or replace such Products at no additional cost to Buyer or (ii) refund the purchase price and transportation costs applicable thereto, whichever option Buyer selects. Seller shall not be liable for, and Buyer assumes all responsibility for, bodily injury to any person (including death) and loss of, or damage to, any tangible property resulting from or arising out of the handling, possession, use or resale of the Products by Buyer, whether used alone or in combination with other substances; provided, however, that notwithstanding the foregoing or anything in this Agreement to the contrary, Buyer does not waive or limit any rights it might have to recover from Seller, or any other party for any bodily injury (including death) to any person or any loss of, or damage to, any tangible property to the extent that such loss, damage or injury results from or arises out of Seller's breach of any of its warranties under this Agreement or the negligent acts or omissions or willful misconduct of Seller or such other party.</p>	<p>Anonymous - Metal Industry</p>
<p><u>Warranties</u></p> <p>Seller warrants that it knows of Buyer's intended use for the goods or services covered by this Order and that all such goods or services are (i) merchantable, (ii) fit for the particular purpose intended, (iii) free from all defects in design, workmanship and material and (iv) in strict conformance with the specifications, samples, drawings, designs or other descriptions upon which this Order is based. Any goods not as warranted shall either be repaired or replaced by Seller at no additional cost to Buyer or Seller shall refund the purchase price and transportation costs applicable thereto, whichever option Buyer selects. Any goods so repaired or replaced shall be covered by the foregoing warranties from the date of such repair or replacement. No inspection, test, acceptance, use or payment in connection with this Order shall affect Seller's obligations under this Order, and such obligations shall survive inspection, test, acceptance, use or payment.</p>	<p>Anonymous - Metal Industry</p>
<p><u>Warranty</u></p>	<p>Anonymous - Telecom</p>

Clause	Company
<p>Warranty - For Material and Service (Where No Software Is Separately Licensed Under the Agreement)</p> <p>a. Supplier warrants to Buyer that Material furnished hereunder will be merchantable, free from defects in design, material and workmanship, fit and sufficient for the purposes intended by Buyer, free from all liens and encumbrances and will strictly conform to and perform in accordance with applicable Specifications, drawings and samples. In addition, if Material contains one or more original equipment or software manufacturer's ("OEM") warranties, Supplier hereby represents that it has the authority to and does hereby assign such warranties to Buyer.</p> <p>b. Supplier also warrants to Buyer that any Services provided hereunder will be performed in a first-class, professional manner, in strict compliance with the Specifications, and with the care, skill, and diligence, and in accordance with the applicable standards, currently recognized in Suppliers profession or industry. If Supplier fails to meet applicable professional standards, Supplier will, without additional compensation, promptly correct or revise any errors or deficiencies in the Services furnished hereunder.</p> <p>c. The warranty period for Materials and Services shall be the longer of the warranty period stated in the Work Order, the Specifications, the applicable OEM's warranty, or one year. The warranty period in all cases shall commence upon Acceptance.</p> <p>d. Supplier represents and warrants that: There are no actions, suits, or proceedings, pending or threatened, which will have a material adverse effect on Supplier's ability to fulfill its obligations under this Agreement; it will immediately notify Buyer it during the term of this Agreement, Contractor becomes aware of any action, suit, or proceeding, pending or threatened, which may have a material adverse effect on Supplier's ability to fulfill the obligations under this Agreement or any Order; it has all necessary skills, rights, financial resources, and authority to enter into this Agreement and related Orders and to provide or license the Material or Services, including that the Material and Services will not infringe any patent, copyright, or other intellectual property; no consent, approval, or withholding of objection is required from any entity, including any governmental authority with respect to the entering into or the performance of this Agreement or any Order; the Material and Services will be provided free of any lien or encumbrance of any kind; it will be fully responsible and liable for all acts, omissions, and work performed by any of its representatives, including any subcontractor; that all representatives, including subcontractors, will strictly comply with the provisions specified in this Agreement; and it will comply with the terms of this Agreement or Work Order, including those specified in any Exhibits or Appendices thereto.</p> <p>e. Supplier warrants that all Material provided to Buyer hereunder shall be tested prior to shipment to insure it is compliance with the Specifications.</p>	<p>Industry (2)</p>

Clause	Company
f. All warranties will survive inspection, acceptance, payment and use. These warranties will be in addition to all other warranties, express, implied, or statutory. Supplier will defend, indemnify, and	

Clause	Company
<p><u>Warranty (cont.)</u></p> <p>hold Buyer harmless for a breach of these warranties.</p> <p>g. If at any time during the warranty period for Material or Services Buyer believes there is a breach of any warranty, Buyer will notify Supplier setting forth the nature of such claimed breach. Supplier shall promptly investigate such claimed breach and shall either 1) provide information satisfactory to Buyer that no breach of warranty in fact occurred or 2) at no additional charge to Buyer, promptly use its best efforts to take such action as may be required to correct such breach.</p> <p>h. If a breach of warranty has not been corrected within a commercially reasonable time, or if two or more breaches of warranty occur in any sixty (60) day period, Buyer may Cancel the applicable Order.</p>	<p>Anonymous - Telecom Industry (2)</p>
<p><u>Warranty</u></p> <p>SELLER, including its affiliates and subsidiaries warrants that SELLER-manufactured GOODS furnished under this PURCHASE ORDER will be of the kind and quality described herein and free of defects in workmanship and material when operated and maintained under design conditions and in accordance with Seller's instructions. SELLER will assign to BUYER all of Seller's rights, title and interest in and to the warranties of GOODS manufactured and/or supplied by any of Seller's SUBSUPPLIERS. If GOODS fail to conform to this warranty any time within 12 months after the date of initial operation or 18 months after the date of shipment, whichever is shorter, SELLER will correct the nonconformity by repairing or replacing the defective GOODS. Transportation charges to be borne by SELLER.</p>	<p>Shell</p>
<p><u>Warranty</u></p> <p>Seller warrants that the goods and services covered by this order will comply with Seller's representations and the specifications, drawings, descriptions or samples furnished or specified by Purchaser and that the same will be merchantable, of good material and workmanship and free from defects irrespective of any inspection or acceptance by Purchaser. Seller warrants that any goods or services furnished under this order that are designed by Seller will be fit and sufficient for the purposes intended. Seller specifically agrees at any and all times to defend, indemnify and hold harmless Purchaser, its successors, Assignees, customers and users of Purchaser's goods from and against any and all claims, losses, damages and expenses (including product recall expenses, actual attorneys fees and punitive and exemplary damages) resulting from or arising out of a breach of Seller's express or implied warranties.</p>	<p>Smith Fiberglass</p>
<p><u>Warranties</u></p>	<p>Texaco</p>

Clause	Company
<p>Seller warrants (a) that the Goods are free from all defects in design, workmanship and material and in strict conformance with the specifications, samples, drawings designs or other descriptions upon which this Order is based; (b) that the manufacture and sale of the Goods covered by this Order do not and will not infringe any patent, trademark, copyright, trade secret or other intellectual property right; and (c) that if produced in the United States, the Goods were or will be produced in compliance with the Fair Labor Standards Act of 1938, as amended. These warranties are in addition to any warranties, express or implied, that exist by operation of law, and extend to Buyer, its successors, assigns, and customers.</p>	
<p><u>Warranties</u></p> <p>(a) By accepting this order, Seller warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with Buyer's specifications, drawings, and data, and Seller's descriptions, promises, or samples, and that such goods will be fit for the Buyer's intended use, provided Seller has reason to know of such use, and that Seller will convey good title to the goods, free and clear from all liens, claims, and encumbrances. This warranty shall survive acceptance of the items, and is in addition to any warranties of additional scope given to Buyer by Seller. No implied warranties by the Seller are excluded.</p> <p>(b) Seller, without cost to Buyer, shall promptly do all things necessary to correct any breach of the above warranties in a manner satisfactory to Buyer. If Seller is unable or refuses to repair or replace as Buyer may require, Buyer may by contract or otherwise repair or replace such defective goods and back-charge Seller for the excess cost. Buyer may, at its sole option, elect to retain nonconforming goods, in which event an equitable adjustment shall be made in the price thereof.</p>	<p>United Defense</p>
<p><u>Warranties</u></p> <p>Supplier warrants that all goods furnished under the Order shall (i) be free from defects in materials and workmanship, (ii) conform to the applicable specifications, drawings, samples or other descriptions, (iii) be free from defects in design except to the degree such goods are manufactured to ABC's design, (iv) be suitable for the intended purpose, if the purpose is made known to Supplier and ABC relies on Supplier's judgment and selection, and (v) be free of defects in title. Supplier further expressly warrants that all services performed under the Order will be free from defects in workmanship. These warranties shall remain in effect, as to the goods and/or services furnished, serviced and/or repaired under the Order for a period of time</p>	<p>Anonymous - Health Industry</p>

Clause	Company
consistent with the warranty life normally offered by the Supplier. Supplier agrees to pass through all warranties from other manufacturers.	
<p><u>Workmanship</u></p> <p>Warranty and workmanship. The Contractor warrants the Work to be performed and the materials and equipment to be furnished under this Contract against defects in material and workmanship for a period of one (1) year from the date of acceptance of the Work by XXX and that the Work shall be suitable for the purpose intended. The Contractor agrees to perform the Work in accordance with XXX's directions in the best and most workmanlike manner by qualified, careful and efficient workers. Unless otherwise specified, all materials and equipment furnished hereunder shall be new. Within a reasonable time after receipt of written notice thereof, the Contractor shall, and shall require its subcontractors to, make good any defects in materials or workmanship which may develop during said warranty period and any consequential or incidental damage or injury caused by such defects or the repairing of the same at its own expense and without cost to XXX.</p>	Superior Essex

<p><u>Services</u></p> <p>General Terms. If this Contract relates to the performance of Services (including any activity other than the mere delivery of Equipment such as, but not limited to, the installation of equipment or materials or any construction activity) then the following terms shall apply in addition to all others:</p> <p>(a) Vendor shall furnish all materials, supplies, equipment and labor necessary to complete the work which is the subject of this Contract in accordance with the job schedule established by Purchaser.</p> <p>(b) ALL such work shall be done as an independent contractor and the persons doing such work shall not be considered employees of Purchaser. Vendor shall pay all taxes imposed by reason of the employment of such persons, including, but not limited to, any payroll taxes, social security taxes, unemployment compensation taxes, and the like.</p> <p>(c) Vendor shall keep the worksite free from waste and rubbish and shall leave the site in a clean and workmanlike condition.</p> <p>(d) Vendor shall, at its expense, obtain all Licenses and permits and shall pay all inspection fees necessary to complete the work. In the performance of the work, Vendor shall comply with all Laws, ordinances, and regulations applicable thereto.</p> <p>(e) Without Limiting Vendor's Liability under any other warranties contained in this Contract, Vendor warrants that the work will be performed in a safe and workmanlike manner and that the work will be sound, fit and suitable for the purposes intended. In addition to the warranties given by Vendor in this Contract, Vendor hereby assigns to Purchaser any rights under warranties which Vendor may have with respect to any Equipment which are incorporated in the work or provided as part of the work.</p> <p>(f) Without limiting Vendor's Liability under any warranties contained in this Contract, Vendor guarantees the work for a period of three years from and after completion of all work covered by this Contract, or for such Longer period as may be provided in any of the other Terms of this Contract. In the event any of the work covered by this Contract requires repair, replacement or adjustment during the guarantee period, Vendor shall promptly make all necessary repairs, replacements or adjustments at its sole cost, except where such repairs, replacement or adjustments are due to the sole negligence of Purchaser. The foregoing is in addition to any other remedies Purchaser may have.</p> <p>(g) Vendor shall defend, indemnify and hold harmless Purchaser, its agents and employees, from any and all liability, claims, suits, damages, losses and expenses, including costs and attorneys' fees, arising out of, or in any manner based upon, the performance of Services under this Contract, or arising or occurring by reason of the Services performed, the use of the equipment</p>	Mervyn's
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<p>provided, or any defect therein or condition thereof.</p> <p>(h) In the event Vendor fails to perform any act or make any payment required of it hereunder,</p>	
<p><u>Services (cont.)</u></p> <p>Purchaser may, at its option but without any obligation to do so, perform such act or make such payment and Vendor shall reimburse Purchaser for the cost thereof or, at Purchaser's option, such amount may be deducted from payments due Vendor hereunder.</p> <p>(I) In addition to the other events of termination provided in this Contract, Purchaser may terminate this Contract if Vendor fails to perform the work with sufficient diligence. In the event of such termination, or any termination pursuant to Paragraph 3 of this Contract, Purchaser may take possession of the work and may cause the work to be completed in such manner as Purchaser shall determine and Vendor shall reimburse Purchaser for the cost of completion.</p> <p>(j) Vendor acknowledges that it is familiar with all conditions relating to the work and the site and with all other matters and conditions which would affect the performance of this Contract, and Vendor assumes all risk with respect thereto. Commencement of work constitutes Vendor's acknowledgment that all plans, specifications and other contract documents relating thereto are sufficient for the completion of Vendor's work.</p> <p>(k) Vendor agrees to complete the work within the period of time required. Any overtime or extra personnel required to meet Purchaser's schedule shall be solely at Vendor's expense.</p> <p>(l) No price increase shall be permitted by reason of any claim of extra work unless the extra work was performed pursuant to a written order by Purchaser setting forth the amount of the price increase.</p> <p>(m) Unless payment terms are otherwise specified in this Contract, Purchaser may choose to make payment hereunder in a lump sum or in installments. If payment is made in a Lump sum, payment will be made within thirty (30) days after the completion of all work covered by this Contract and the receipt of Vendor's application for payment. If payment is made in installments, payment of each installment will be made within thirty (30) days after receipt of Vendor's application for payment. The amount of each installment shall not be more than 90% of the portion of the Contract price attributable to the work in place as of the 25th day of the preceding month as determined by Purchaser Less the aggregate of all previous payments. The final payment will be made within thirty (30) days after completion of all work covered by this Contract and the receipt of Vendor's final application for payment. Each application for payment shall include appropriate sworn statements and waivers or releases of mechanic's Liens from all subcontractors and material suppliers relating to the work for which payment reasonably is requested, together with such other documentation as Purchaser may request.</p>	<p>Mervyn's</p>
<p><u>Services</u></p>	<p>Anonymous – Telecom</p>

<p>Advertising. Public announcements/press releases. Contractor shall not publish or issue any press or media releases, public announcements or public disclosures relating to this Agreement, its subject matter or its expiration or termination for any reason, including without limitation promotional or marketing material (but not including any customer listing (limited to naming of XYZ as a customer) or announcement intended solely for internal distribution by such party to its directors, officers or employees or any disclosures required by legal, accounting or regulatory requirements beyond the reasonable control of the parties) without XYZ prior written approval, which shall not be unreasonably withheld or delayed.</p>	Industry
<p><u>Services</u></p> <p>Assignment. Neither party shall assign any right or obligation under this Agreement to any third party without the other party's prior written consent, provided that either party may freely assign this Agreement to a parent corporation, a wholly-owned subsidiary of its parent corporation, and any company into which a party may merge or consolidate or which acquires substantially all of its assets or stock. Any assignment in violation of this provision will be null and void.</p> <p>Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.</p>	Anonymous - Telecom Industry
<p><u>Services</u></p> <p>Audits (On-site). Monthly Audits and Reviews. The parties shall perform monthly audits of Services performed by Contractor. The results of such audits shall be reported to a Review Committee consisting of two (2) persons from XXX and two (2) persons from Contractor.</p>	Caterpillar
<p><u>Services</u></p> <p>Auditing (Off-site). XXX has the right to review work being performed by Contractor for XXX at any time during regular business hours and may assign a fill-time or part-time employee or employees to Contractor's place of business to assist with XXX business.</p>	Caterpillar
<p><u>Services</u></p> <p>Audit rights. During the term of this Agreement and for a period of one (1) year thereafter, XYZ shall have the right, upon three (3) days notice to Contractor and during reasonable business hours, to audit the records of Contractor relating to the transactions and activities described in this Agreement and to inspect the work-sites of Contractor in order to verify compliance with the obligations of Contractor under this Agreement.</p>	Anonymous - Telecom Industry
<p><u>Services</u></p>	Shell

<p>Changes. CONTRACTOR shall make no change in the work or perform any additional work without Buyer's specific written approval. BUYER may order changes in the work or require additional work at any time, and CONTRACTOR shall comply therewith; but the price hereunder shall be increased by an amount equal to the increase (if any) in Contractor's cost of labor and materials only plus 10% of such increase unless specified otherwise herein.</p>	
<p><u>Services</u></p> <p>Compliance With Laws. Contractor, at its expense, shall procure in a timely manner and maintain all required licenses and permits, and all required amendments, extensions and supplements thereto, and renewals thereof; in order to perform Services hereunder, and shall provide XXX with copies thereof upon request. Contractor shall comply with all applicable laws and regulations of local, state or federal governments.</p>	Caterpillar
<p><u>Services</u></p> <p>Compliance with Laws. Provider shall, at its expense, obtain all permits and licenses, pay all fees, and comply with all federal, state and local laws, ordinances, rules, regulations and orders ("Laws") applicable to Provider's performance under this Agreement. Provider hereby certifies compliance with all such Laws, including but not limited to Laws relating to: The Telecommunications Act of 1996; payment of payroll and other taxes; equal employment opportunity, non-discrimination, affirmative action, non-segregated facilities, employment of veterans and the disabled; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (as amended), and its related Laws, and all other applicable Laws relating to hazardous materials, substances or wastes, clean air and water, asbestos or toxic items, health, safety or environmental protection. The regulations and contract clauses required by government contracts, where applicable, are incorporated herein by this reference.</p>	Outboard Marine
<p><u>Services</u></p> <p>Compliance with Laws. In performance hereunder and every activity connected therewith, CONTRACTOR shall comply fully with all applicable laws, ordinances, rules and regulations, and when requested, shall furnish evidence satisfactory to BUYER of such compliance. Without limiting the foregoing, CONTRACTOR warrants that all articles and materials furnished were and shall be produced in compliance with the Fair Labor Standards Act of 1938 as amended. (Without limiting the foregoing, CONTRACTOR SHALL NOTIFY BUYER if CONTRACTOR or anyone performing services under this Order is a former employee of the Department of Defense or is a retired member of the armed forces who is prohibited from receiving compensation under 10 U.S.C. 2397.) CONTRACTOR. As a subcontractor under U.S. Government contracts, hereby</p>	Shell

<p>certifies and confirms that CONTRACTOR is and will remain in compliance with all Executive Orders and laws and the regulations issued thereunder required of subcontractors under U.S. government contracts, including, but not limited to the following which, as applicable, are incorporated herein by reference: Executive Order 11246, as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; Executive Order 11625, as amended; Executive Order 12138, as amended; Small Business Act, as amended; Ant- Kickback Enforcement Act of 1986; Drug-Free Workplace Act of 1986; Clean Air Act, as amended; Clean Water Act, as amended; Executive Order 11738, as amended.</p> <p>CONTRACTOR will promptly furnish such further certificates and assurance of compliance with the foregoing as may from time to time be requested.</p>	
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<p><u>Services</u></p> <p>Contractor Performance. CONTRACTOR shall perform all work diligently; carefully and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. CONTRACTOR shall conduct all operations in Contractor’s own name and as an independent contractor, and not in the name of or as agent for BUYER.</p>	<p>Shell</p>
<p><u>Services</u></p> <p>Disclosure. Confidential Information. Contractor agrees to hold in confidence any proprietary technical and business information observed on the Premises or otherwise received from XXX (e.g., information relating to XXX products or manufacturing methods or both). Contractor shall obtain a written agreement acceptable to XXX from each of its employees, prior to performing Services for XXX. The agreement shall provide that the employee agrees to hold such proprietary information in confidence, to not disclose such information to third parties, and to not use it for any purpose. Upon request, Contractor agrees to make the agreements signed by its employees available to XXX for inspection. An agreement acceptable to XXX for signature by Contractor's employee is attached.</p>	<p>Caterpillar</p>
<p><u>Services</u></p> <p>Confidentiality and non-disclosure.</p> <p>14.1 Contractor acknowledges that all information about XYZ its business, operations and customers that Contractor, Contractor Personnel and/or its permitted subcontractors learn in any way and from any source as a result of this Agreement, including the Developed Information and confidential information of third parties to which XYZ provides Contractor access (all of such information collectively referred to herein as "Confidential Information"), constitutes a trade secret, or is confidential or proprietary to XYZ or to the third party. Contractor shall receive such trade secrets and/or confidential or proprietary information in confidence, shall hold the same in trust, shall not disclose or furnish the same to any third party without XYZ prior written consent, and shall not use the same for any purpose other than the performance of its obligations under this Agreement, Job Order or otherwise in direct connection with the operation of this Agreement. Contractor agrees to use its best efforts and take all lawful measures to ensure that all Contractor Personnel and its subcontractors fully comply with the terms of this paragraph; provided that in any case, Contractor shall be responsible for the breaches of confidentiality by any of them. Upon termination of this Agreement, Contractor shall return or, at the discretion of XYZ destroy all XYZ trade secret and/or confidential and proprietary material in Contractor's care, custody or</p>	<p>Anonymous - Telecom Industry</p>

control. Notwithstanding the foregoing, this paragraph shall not encompass information about XYZ that is or becomes publicly available through no fault of Contractor, is already lawfully in Contractor's possession, is independently developed by Contractor, or is legitimately and lawfully obtained by Contractor from third parties not under obligations of confidentiality to XYZ.

Contractor agrees to obtain from all Contractor Personnel working under this Agreement a signed agreement to comply with the terms of Article 14 of this Agreement.

14.2 Contractor acknowledges that the Confidential Information under this Agreement constitutes unique, valuable and special trade secret and business information of XYZ and that disclosure may cause irreparable injury to XYZ. Accordingly, Contractor acknowledges and agrees that the remedy at law for any breach of the covenants contained in this Agreement may be inadequate, and in recognition, agrees that XYZ shall, in addition, be entitled to seek injunctive relief without bond including reasonable attorneys' fees and other court costs and expenses, in the event of a breach or threatened breach of any of the provisions of this Agreement, which relief shall be in addition to and not in derogation of any other remedies which may be available to XYZ as a result of such breach.

14.3 Contractor may not a) use lists of XYZ customers or information regarding XYZ customers for its own benefit and/or for reasons unrelated to the performance of services for XYZ benefit under this Agreement, or b) sell, transfer, lease, exchange or disclose lists of XYZ customers or information regarding XYZ customers to any third party during the term of this Agreement and for a period of seven (7) years thereafter.

<p><u>Services</u></p> <p>Disputes. Arbitration of disputes. Any dispute arising out of or related to this Agreement, which cannot be resolved by negotiation, shall be settled by binding arbitration in accordance with the J.A.M.S/ENDISPUTE Arbitration Rules and Procedures ("Endispute Rules"), as amended by this Agreement. The costs of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the parties unless the arbitration award provides otherwise. Each party shall bear the cost of preparing and presenting its case. All arbitration proceedings shall be held at the location designated by the party seeking the arbitration. The parties agree that this provision and the Arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9 U.S.C. 1-16 et seq. ("USAA"), the provisions of this Agreement, and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. The parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. The Arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings shall be governed by the USAA.</p>	<p>Anonymous - Telecom Industry</p>
<p><u>Services</u></p> <p>Disputes. Seller shall not cause a delay in the performance of the Work pending settlement of any dispute with Buyer unless such delay has been approved in writing by Buyer.</p>	<p>Anonymous - Metal Industry</p>
<p><u>Services</u></p> <p>Drawings. All drawings, models, specifications and other documents prepared by Provider in connection with the goods or services covered by this Agreement shall become the property of XXX. Thereafter, XXX shall have full right to use such drawings, models, specifications and other documents for any purpose without any claim on Provider's part for additional compensation for such use. Provider shall not place any restrictive legend or proprietary notice on any of the foregoing which are inconsistent with the rights of XXX hereunder, and Provider hereby authorizes XXX to obliterate or disregard any such legend or notice appearing on same.</p>	<p>Outboard Marine</p>
<p><u>Services</u></p> <p>Entire Agreement. Entire understanding. This Agreement and the Job Order(s) constitute the entire Agreement between the parties and supersede any prior or contemporaneous oral or written representations with regard to the subject matter hereof. This Agreement may only be modified in writing, signed by both parties. No waiver of any provision hereof shall be effective unless in</p>	<p>Anonymous - Telecom Industry</p>

writing signed by the party alleged to have waived such provision. Any single waiver shall not operate to waive subsequent or other defaults.	
<p><u>Services</u></p> <p>Entire Agreement. This Agreement represents the entire agreement and understanding of the parties hereto and supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements between the parties relating to the subject matter hereof and all prior drafts of this Agreement, all of which are merged into this Agreement.</p>	Outboard Marine
<p><u>Services</u></p> <p>Force Majeure. If the performance of this Agreement, or of any obligation hereunder, is prevented, restricted or interfered with by reason of acts of God; wars, revolution, civil commotion, acts of public enemies, blockage or embargo; acts of the Government in its sovereign capacity; or any other circumstances beyond the reasonable control and without the fault or negligence of the party affected, the party affected, upon giving prompt notice to the other party, but in no event to exceed more than twenty (20) days after either learning of such event or after the date when such party should have known of such event, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations are related to the performance so prevented, restricted or interfered with): provided, however, that the party so affected shall use its best efforts to avoid or remove such causes of non-performance and both parties shall proceed whenever such causes are removed or cease.</p>	Anonymous - Telecom Industry
<p><u>Services</u></p> <p>Force Majeure. Neither party shall be liable to the other for default hereunder due to strikes, fires, floods, acts or God or the public enemy, acts of the government or other causes beyond its control and without its fault or negligence, provided that notification is provided in writing to the other party within a reasonable time from the beginning thereof. The parties shall consult with each other with respect to performance, suspension or alteration and shall endeavor to remove rapidly the cause and resume their obligations as soon as possible after such cause is removed.</p>	Outboard Marine
<p><u>Services</u></p> <p>Indemnity. Contractor agrees to defend, indemnify, and hold harmless XXX, its subsidiaries and affiliates, and its and their directors, officers, employees and agents from and against any and all claims, demands, liabilities, fines, penalties, loss, damage, cost and expense of whatsoever nature, including attorneys' fees, resulting from but not limited to death, personal injury, bodily injury,</p>	Caterpillar



<p>and damage to property and the environment (including any damage caused by Contractor's failure to comply with any state or federal environmental rules and regulations, excluding any conditions existing prior to the date of this Agreement), arising out of or connected with the performance of Services hereunder by Contractor, its agents, subcontractors or employees (including any use of any equipment supplied by XXX hereunder and used by Contractor, its agents, subcontractors or employees) whether occasioned by negligence or otherwise.</p>	
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<p><u>Services</u></p> <p>Indemnity.</p> <p>12.2 Contractor shall indemnify and save XYZ its officers, directors, employees and affiliates (the "Indemnified Parties") harmless from any liabilities, claims, losses and expenses (including (i) any and all reasonable attorney and expert fees, which fees shall include allocable costs of in house counsel, and (ii) all reasonable attorney and expert fees incurred by XYZ in enforcing this Agreement, which fees shall include allocable costs of in-house counsel) to the extent that they arise out of or in connection with (i) a breach or default by Contractor of any of its obligations under this Agreement; (ii) injury to persons, including death, and damage to property, including theft, resulting from Contractor's acts or omissions, or those of persons furnished by Contractor hereunder; (iii) injury to persons, including death, and damage to property, resulting from any materials supplied by Contractor or any materials used by Contractor in a defective and unreasonably dangerous condition or manner; and (iv) Worker's Compensation, or similar employer-employee liability acts, where a claim is against XYZ by persons provided by Contractor.</p> <p>12.3 If any judicial action or any claim is brought against any of the Indemnified Parties based on an allegation that XYZ use of any Developed Information or any materials, products or services, and related documentation that have been provided to XYZ by Contractor or approved by Contractor for use by XYZ ("Indemnified Items") under this Agreement infringes a patent (including a design patent, inventor's certificate, or utility model) or copyright, or any intellectual property right of a third party, or constitutes misuse or misappropriation of a trade secret under the laws of the United States or any other country ("Infringement"), Contractor shall indemnify and hold the Indemnified Parties harmless for and against any loss, damage, expense or liability actually incurred as a result of any such Infringement or claim of Infringement.</p> <p>12.4 If a final injunction is obtained against XYZ use of any of the Indemnified Items by reason of Infringement, or in XYZ opinion such use is likely to become the subject of a claim of Infringement, Contractor, shall, at its own expense, and in addition to its obligations under paragraph 12.3 above, and in this order of preference, either procure for XYZ the right to continue using the Indemnified Items, replace or modify the same so that they become non-infringing, or refund to XYZ the fees paid by XYZ for the Indemnified Item.</p> <p>12.5 If any Indemnified Party makes an indemnification request to Contractor, the Indemnified Party shall permit Contractor to defend or settle at its own expense, any action or claim against the Indemnified Party for which Contractor is responsible under this provision; provided that (i)</p>	<p>Anonymous - Telecom Industry</p>
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<p>any such settlement or disposition shall impose no obligation whatsoever on the Indemnified Party that</p>	
<p><u>Services (cont.)</u></p> <p>is not wholly discharged or dischargeable by Contractor and (ii) Contractor will be capable of fully performing its obligations pursuant to such settlement or disposition, including the financial capacity to pay when due all sums it is obligated to pay pursuant to such settlement or disposition.</p> <p>12.6 The Indemnified Party shall notify Contractor promptly of any claim of Infringement for which Contractor is responsible and shall cooperate with Contractor in every commercially reasonable way to facilitate defense of any such claim, provided that the Indemnified Party's failure to notify Contractor shall not diminish Contractor's obligations under this Section unless Contractor is materially prejudiced as a result of such failure.</p>	<p>Anonymous - Telecom Industry</p>
<p><u>Services</u></p> <p>Indemnity. Provider Indemnification. Provider hereby warrants and represents that the Services, or anything related to the Project, provided hereunder shall not infringe any third party patent, copyright, trademark, trade secret or other proprietary rights. Provider shall indemnify, hold harmless and defend, XXX, its officers, directors, Affiliates, agents and employees from any and all claims, demands, litigation, expenses and liabilities (including costs and attorneys' fees) of every nature ("Liabilities") arising from or incident to breach of such warranty and representation. If the Services or anything related to the Project become the subject of a preliminary or final order or judgment against XXX's use due to a claim of infringement, Provider shall, at its expense, either procure the right for XXX to continue using such part of the Services or the Project or replace or modify the same so as to become non-infringing, while remaining compatible, functionally equivalent and in conformity with the requirements of this Agreement. If neither of the foregoing alternatives is reasonably possible, Provider shall refund a pro-rata portion of the fees to XXX and reimburse XXX for all reasonable expenses of removal and replacement. Except to the extent of XXX's negligence, Provider shall further indemnify, hold harmless and defend, XXX, its officers, directors, Affiliates, agents and employees from any and all Liabilities arising from or incident to the performance of Services or anything related to the Project, the presence of Provider's employees or agents on XXX premises, Provider's negligent actions or omissions, or Provider's breach of any term of this Agreement.</p>	<p>Outboard Marine</p>
<p><u>Services</u></p> <p>Indemnity. Liability-Indemnity. CONTRACTOR shall be solely responsible for all materials, equipment and services until the work is completed to BUYER'S satisfaction. Contractor's</p>	<p>Shell</p>

responsibility for loss of or damage to work in progress (defined as materials on or in storage on BUYER'S premises or in transit to Buyer's premises which are intended for incorporation in the work) shall however, be limited to \$5,000 per occurrence. CONTRACTOR shall be solely responsible for tools, equipment and other property owned, rented or based by CONTRACTOR or any subcontractor or employee of either which are not to be incorporated in the work. Except as stipulated above in this Article, and to the maximum extent permitted by applicable law, CONTRACTOR shall defend, indemnify and hold harmless BUYER, its parent affiliates and subsidiary companies, coventurers, and directors, employees and agents of such companies against any loss, damage, claim, suit, liability; judgment and expense (including but not limited to attorneys' fees and other costs of litigation), and any fines, penalties and assessments, arising out of injury, disease or death of persons (including but not limited to Contractor's employees) or damage to or loss of any property (inducing but not limited to Buyer's existing facilities) or the environment or violation of the applicable law of any governmental authority having jurisdiction resulting from or in connection with performance or nonperformance of work under this order by CONTRACTOR, its agents or subcontractors (including but not limited to employment decisions or employee relations practices or policies of CONTRACTOR, its agents or subcontractors made or instituted in connection with performance of this Order), even though caused by the concurrent and/or contributory negligence (whether active or passive or of any kind or description) or fault of a party indemnified, subject to the next succeeding sentence herein. Without regard to the extent of negligence, if any, of an indemnified party, CONTRACTOR, at its expense shall defend any such claim or suit against an indemnified party and shall pay any judgment resulting therefrom. If, after CONTRACTOR has both defended any such suit and paid any resulting judgment, it is judicially determined that the injury, disease, death or damage was caused by the sole negligence of a party indemnified, then BUYER shall reimburse CONTRACTOR for the judgment and for reasonable defense costs incurred. BUYER shall have the right but not the duty to participate in the defense of any such claim or suit with attorneys of its own selection without relieving CONTRACTOR of any obligations hereunder.

The obligations, indemnities, and liabilities assumed by CONTRACTOR under this Article 11 shall not be limited by any provisions or limits of insurance required and shall survive the termination of this order.

If it is judicially determined that any of the indemnity obligations (which CONTRACTOR agrees shall be supported by insurance) under this Article or insurance obligations are invalid, illegal or unenforceable in any respect, said obligations shall automatically be amended to conform to the maximum monetary limits and other provisions in the applicable law for so long as the law is in effect.

<p><u>Services</u></p> <p>Indemnity. Infringement. CONTRACTOR shall indemnify and defend BUYER against all claims, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder or with the performance of any service provided hereunder. BUYER may participate in the defense of any claim or suit without relieving CONTRACTOR of any obligation hereunder.</p>	<p>Shell</p>
<p><u>Services</u></p> <p>Intellectual property rights. Contractor, Contractor Personnel, and, as approved by XYZ Contractor's subcontractors, will disclose and furnish promptly to XYZ any and all business and technical information, compute programs, specifications, drawings, records, reports, documentation, works of authorship or other creative works, ideas, knowledge or data, written, oral or otherwise expressed, originated or developed by Contractor or by any of its authorized subcontractors during the course of and for the purposes of this Agreement ("Developed Information"). Contractor will include on all copies of any Developed Information (regardless of the form or media on which the Developed Information is found) in which it or its agents or subcontractors may have in their possession or create, whatever type of designation XYZ may reasonably require, to indicate that such material is proprietary and confidential to XYZ.</p> <p>XYZ shall own all rights, including copyrights, trade secrets, patents and other intellectual property rights, in and to the Developed Information. Consistent with the foregoing, it is expressly understood and acknowledged that the work performed by Contractor in accordance with this Agreement is to be a "work made for hire" under U.S. copyright laws, to the extent permitted under law. In addition, any and all rights, title and interest which Contractor may otherwise have in the Developed Information, and to the extent that such work does not qualify as a "work made for hire," including any copyright, trademark, trade secret, patent or other proprietary rights, under the laws of the United States or of any other jurisdiction, are hereby irrevocably assigned by Contractor to XYZ in perpetuity. Contractor agrees to give XYZ or any person designated by XYZ all information and to execute all such additional documents and take such other action as may be reasonably required to perfect the rights referred to herein Contractor agrees to execute any documents requested by XYZ to accomplish any assignment of copyrights or other intellectual property rights by Contractor or a third party under this subsection.</p> <p>All Developed Information while in Contractor's custody or control shall be maintained in good condition at Contractor's expense and shall be held at Contractor's risk</p>	<p>Anonymous - Telecom Industry</p>

<p><u>Services</u></p> <p>Modifications. This Agreement shall not be modified except as in writing and signed by both parties hereto.</p>	<p>Outboard Marine</p>
<p><u>Services</u></p> <p>Patents. XXX may, at its sole discretion, file patent applications at its expense on any inventions resulting from work performed by Provider or Inventors on the Project. Provider agrees and shall require all Inventors to assign to XXX all patents and other proprietary rights to inventions resulting from work performed on the Project and to assist in every way possible in obtaining Letters Patent and other appropriate forms of protection, and to sign all necessary documents and papers in connection therewith, and shall direct its personal representative to do likewise. In addition, Provider agrees and shall require Inventors to sign all papers necessary to transfer the ownership of such know-how, inventions, patents, writings and copyrights resulting from work performed by Provider or Inventors the Project and to cooperate fully in obtaining and enforcing any such patents or copyrights.</p> <p>Patentable material, designs, formulas and know-how on methods of development (the Technology) which were not in the public or XXX domain and provided by Provider at the outset of this Agreement or created by Provider prior to the Agreement shall remain the property of Provider. XXX will treat same as confidential information and will not use it in any way without the prior written consent of Provider. If XXX desires to pursue production and sales of products containing Technology, XXX and Provider agree to negotiate in good faith towards a licensing arrangement including conditions of transfer of the Technology and compensation.</p>	<p>Outboard Marine</p>
<p><u>Services</u></p> <p>Payment. XYZ shall pay you at the rate specified in Schedule A for all work performed during the term of this Agreement. Work not specifically requested by XYZ shall not be billable. XYZ shall reimburse you for all reasonable expenses incurred by you in fulfilling your duties under the Agreement, except as noted in Schedule A. You shall submit all expenses in accordance with the written travel and expense policies of XYZ. A copy of those policies is available at your request.</p>	<p>Anonymous - Telecom Industry</p>
<p><u>Services</u></p> <p>Payment. Payment to Provider. Provider will be compensated for Services at the rates and to the limits of hours as provided for on Exhibit A.</p> <p>The following costs shall, upon preapproval by XXX, be reimbursed by XXX to Provider on an</p>	<p>Outboard Marine</p>

<p>as-incurred basis: necessary and reasonable travel, lodging and subsistence, long distance telephone and fax, express mail or postage and other reasonable direct costs while traveling away from its place of business.</p> <p>Provider shall issue invoices within thirty (30) days following the delivery or completion of Services rendered or monthly for Services provided for a longer term. Invoices shall contain an itemized description of all expenses, charges, costs, Service descriptions and all state, federal, sales, or other applicable taxes separately. All undisputed invoices shall be paid within thirty (30) days of receipt. Payment shall not constitute acceptance or approval of Services or a waiver by XXX of any right.</p>	
<p><u>Services</u></p> <p>Personnel. Replacement of Personnel. Contractor agrees that if any employee of Contractor is not acceptable to XXX for any reason, XXX may notify Contractor and request removal of the personnel involved and an acceptable replacement will be provided.</p>	<p>Caterpillar</p>
<p><u>Services</u></p> <p>Personnel. Contractor personnel selection. The Job Order shall include the assigned XYZ and Contractor Project Managers who will be responsible for appropriate input as it relates to each Job Order. The Contractor personnel who shall perform the work under this Agreement shall be specified in the Job Order, if requested by XYZ. Contractor shall make every reasonable effort to er replacement at any time. When a replacement is requested by XYZ Contractor shall submit to XYZ the name and resume of the proposed replacement, and such replacement shall be at least as qualified as the individual he or she is replacing.</p>	<p>Anonymous - Telecom Industry</p>

<p><u>Services</u></p> <p>Price. Fee compensation, expense reimbursement and billing procedures</p> <p>3.1 Each Job Order shall set forth, as described in Exhibit A, the basis on which Contractor shall be paid for the work to be performed, such as hourly rate or fixed fee.</p> <p>3.2 XYZ shall receive a volume of work discount based upon the total annual amount of commission and fee income received by Contractor under the terms of this Agreement. When the total amount billed to XYZ by Contractor under all Purchase Orders and check requests (excluding travel and postage expenses) issued pursuant to this Agreement reaches the appropriate level, the discounts shown below shall be applied to all invoices submitted. Discounts shall not be applied retroactively, but shall apply immediately to all billings once the volume discount level has been attained. It is the Contractor's responsibility to track billings and properly apply the discount. The volume of discount shall be determined according to the following schedule:</p> <p>Volume Discount Schedule:</p> <p>Annual Total Billings: Discount Rate:</p> <p>\$100,000 - \$200,000 1%</p> <p>\$200,001- \$300,000 2%</p> <p>\$300,001- \$400,000 3%</p> <p>\$400,001- \$500,000 4%</p> <p>\$500,001- Above 5%</p> <p>3.3 All amounts to be billed to and paid by XYZ hereunder are gross amounts, and Contractor shall be solely responsible for all reporting and payment obligations relating to FICA, income tax, unemployment compensation and workers compensation withholdings, and other employer-related obligations of a similar nature. XYZ shall be liable for all taxes, however designated, levied on the prices, terms or performance of this Agreement, except taxes based on Contractor's income and employer-related taxes.</p> <p>3.4 All costs associated with work performed under this Agreement shall be submitted to XYZ and approved by XYZ in advance. The following provisions shall apply to the production, postage and staff and labor services:</p> <p>3.4.1 XYZ shall reimburse Contractor at cost for production materials (including but not limited to paper, ink and associated printing materials), courier, postage and freight expenses associated with Work performed under this Agreement. All materials, services, and freight purchased on behalf of XYZ by Contractor will be billed to XYZ at Contractor's cost without mark-up or add-on. Contractor shall provide XYZ with copies of vendor invoices, postal forms and other third party costs as supporting documentation when submitting Contractor invoices pertaining to the aforementioned.</p> <p>3.4.2 XYZ shall reimburse Contractor at cost for all postage expenses associated with the</p>	<p>Anonymous - Telecom Industry</p>
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mailing of all communications produced by Contractor personnel, relevant to an approved job	
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<p><u>Services (cont.)</u></p> <p>Order, under the terms of this Agreement. Contractor shall use its best efforts to maximize XYZ qualification for any available postage discounts.</p> <p>3.4.3 Invoiced production costs shall be inclusive of any and all discounts, allowances and rebates made available to Contractor, relevant to an approved Job Order, by third party vendors and suppliers.</p> <p>3.4.4 Timely and quality performance by Contractor of production services is the essence of this Agreement. Therefore, in the event that Contractor produces and/or mails sales material, marketing materials, customer communications, or other documents that contain material errors caused by Contractor personnel (in either factual information or visual presentation) that require correction or additional clarifying communications to customers, Contractor shall be responsible for all costs associated with correcting the errors including all production, labor and postage costs, provided that, to the extent XYZ has reviewed and approved such materials prior to their release for production or mailing, and such approval is evidenced in writing by authorized XYZ representatives, Contractor shall be relieved of any such responsibility. In addition, XYZ shall have the discretion to assess a performance fee against Contractor in the amount of the cost (as set forth in applicable Job Order) per piece mailed and/or produced that contains material errors requiring correction and/or additional customer communication. The fees described in this Paragraph shall not apply in the event that XYZ has issued a written approval of the material containing the material error. In the event that (i) Contractor prepares and renders lists to XYZ for XYZ to use in mailing sales material, marketing materials, customer communications, or other documents to customers and performs such preparation and rendering of such lists in a manner that is not in accordance with XYZ customer suppression, merge/purge, or other data manipulation instructions, or (ii) Contractor mails sales material, marketing materials, customer communications, or other documents to customers in a manner that is not in accordance with XYZ customer suppression, merge/purge, or other data manipulation instructions, Contractor shall be responsible for all costs including mailing, postage and production associated with any erroneous mailings by XYZ or by a subcontractor of XYZ based on such lists, including the cost to XYZ of fulfilling any customer offer contained therein.</p> <p>3.5 All travel for which expense reimbursement will be sought, requires prior written approval from the XYZ project manager responsible for Contractor's work as identified by the relevant Job Order. Contractor must include the XYZ written approval for travel as supporting documentation when submitting travel expenses to XYZ. All travel shall be in accordance with Exhibit C, XYZ Policy and Procedure guidelines for Travel and Business Expenses. XYZ shall not reimburse Contractor for local travel incurred as a result of commuting to XYZ facility to perform work required herein. Approval of all travel requests must be in writing, which shall be</p>	<p>Anonymous – Telecom Industry</p>
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<p>deemed to include electronic mail. Contractor shall itemize and submit appropriate documentation (including receipts for expenditures in excess of \$25.00) for all travel, transportation, and per diem expenses.</p>	
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<p><u>Services (cont.)</u></p> <p>XYZ shall reimburse Contractor for all approved travel as follows:</p> <p>3.5.1 Commercial transportation - Reimbursable on an "incurred cost" basis at economy, tourist or coach rates.</p> <p>3.5.2 Private automobile - Reimbursable at XYZ standard rate, not to exceed \$0.24 per mile.</p> <p>3.5.3 Per diem - Reimbursable for actual lodging expenses and local transportation. Actual meal expenses are not to exceed \$30.00 per day. Contractor shall use reasonable efforts to utilize the corporate rates obtained by XYZ through participating hotels and airline organizations for accommodations and airfare necessitated by a Job Order.</p> <p>3.6 All other extraordinary expenses must also be approved in writing by XYZ prior to the incurred expense. All expenses for which reimbursement is sought shall be invoiced and detailed on the next regular invoice submission to XYZ</p> <p>3.7 Other than the rates specified in a Job Order, and the allowable expenses described in this Article 3, Contractor shall not bill XYZ for clerical/administrative support services, overhead expenses, or any other items, unless prior written approval is provided by the XYZ Project Manager. XYZ written approval, for any of the aforementioned services billed, shall be submitted as back-up documentation upon invoicing XYZ</p> <p>3.8 Contractor shall invoice XYZ once each month for the total hours worked during the prior month (if the Job Order provides for compensation on a per hour basis) and total ordinary an( approved expenses incurred by Contractor in accordance with the provisions of this Agreement If the Job Order provides for compensation for the project according to a fixed fee, the; Contractor shall invoice XYZ either upon satisfactory completion of the project or upon; satisfactory acceptance of one or more Deliverables, as specified in the Job Order. Fad invoice shall include such information as may be reasonably requested by XYZ but, at minimum, shall include the following:</p> <p>3.8.1 Purchase Order number, if available at the time of execution of Job Order,</p> <p>3.8.2 Billing Period,</p> <p>3.8.3 Unless all work is performed off XYZ sites, Social Security number(s) of assigned Contractor Personnel,</p> <p>3.8.4 Number of hours worked by each individual during the billing period and that applicable hourly rate, if any, which shall not vary from the rates specified in Exhibit B or the lesser rates set forth in a Job Order,</p> <p>3.8.5 Detailed description of the work performed during the Billing Period, and,</p> <p>3.8.6 Itemization (by category) of materials, postage and other related expenses.</p> <p>3.9 All invoices, copy of Job Order, backup documentation and detailed reporting, if any, shall be submitted to:</p>	<p>Anonymous - Telecom Industry</p>
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<p><u>Services (cont.)</u></p> <p>XYZ Corporation  VENDOR SERVICES  Street Address  Anytown, USA</p> <p>3.10 XYZ shall make payment within thirty (30) days after receipt of a properly prepared invoice backup documentation and detailed reporting. Invoices that are not properly prepared in accordance with Article 3.8 and 3.9 shall be returned to the Contractor for revision. XYZ shall be entitled to receive a discount of two percent (2%) against the amounts billed if payment made by XYZ within fifteen (15) business days of receipt of the invoice. In order to verify receipt of any invoice, invoices shall be delivered by Contractor by a method That provide Contractor with notice of the date on which XYZ received such invoice.</p>	<p>Anonymous –  Telecom  Industry</p>
<p><u>Services</u></p> <p>Safety. Contractor, its employees, subcontractors, and agents shall comply with all applicable XXX health and safety requirements and procedures while performing Services at the Premises. Upon Contractor's request, XXX shall provide Contractor with a copy of the relevant XXX specific requirements and procedures prior to Contractor's commencement of any Services at the Premises. Contractor shall provide and maintain the necessary precautions, supervision, and safeguards for the safety of all persons performing the Services and shall not cause or permit to exist an unlawful, hazardous, unsafe, unhealthy, or environmentally unsound condition over which Contractor has control.</p>	<p>Caterpillar</p>
<p><u>Services</u></p> <p>Safety. Supervision and safety. Contractor is responsible for the supervision and safety of any and all work and/or services provided or performed or caused to be provided or performed under this Agreement by Contractor or its representatives or other persons provided by Contractor, wherever such work or services may take place.</p>	<p>Anonymous –  Telecom  Industry</p>

<p><u>Services</u></p> <p>Safety. Safety, Health and Accident Reports. The safety and health of Provider's employees and agents brought on XXX's premises shall be the sole responsibility of Provider. Provider shall comply with all local, state and federal environmental, health and safety requirements, including those relating to the use and handling of hazardous materials. Provider shall report all accidents, injury-inducing occurrences or property damage arising from the performance of Services. XXX shall have the right to receive, at it request, copies of any reports flied with Provider's insurer or others. Provider's employees and agents on XXX premises shall comply with all facility rules and regulations</p>	<p>Outboard Marine</p>
<p><u>Services</u></p> <p>Safety. Safety Measures. Protective and safety measures. (a) Until the completion of the Work and Buyer's final payment to Seller under this Order, Seller shall take all reasonable precautions (i) for the safety of the public and all employees and other persons at the job site and (ii) necessary to prevent damage to property in connection with the performance of the Work, (b) In an emergency threatening the safety of persons or property, including, but not limited to, adjoining property, Seller may act in its discretion to prevent any injury or damage without waiting for special instructions or authorization from Buyer.</p>	<p>Anonymous – Metal Industry</p>
<p><u>Services</u></p> <p>Termination Due to Breach. Either party may terminate this Agreement upon ten (10) days notice, if at any time the other party shall fail to perform in accordance with this Agreement and shall fail to cure such noncompliance within such ten (10) day period.</p>	<p>Caterpillar</p>

<p><u>Services</u></p> <p>Termination. 5.1 XYZ reserves the right to terminate this Agreement or any Job Order (a) for its convenience upon five (5) calendar days written notice to Contractor, (b) if it is dissatisfied with the performance, product or service of Contractor personnel for any reason, immediately upon written notice to Contractor, or (c) if Contractor personnel materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) calendar days of written notice of such breach by XYZ. In such an event, XYZ obligation to Contractor shall be limited to payment for work performed by Contractor in accordance with the applicable Job Order and the terms of this Agreement (including Articles 5.3 and 5.4 below) and related expenses incurred prior to the effective date of termination and those incurred after the date of termination to the extent reasonably necessary to effect the suspension of work.</p> <p>5.2 Contractor reserves the right to terminate this Agreement in the event XYZ materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) calendar days of written notice from Contractor of such breach.</p> <p>5.3 In the event this Agreement or any Job Order is terminated for any reason whatsoever, Contractor shall, immediately, at XYZ option and request document in detail the status of the project under the Job Order that has been terminated and either deliver to XYZ or dispose of all work in progress materials in accordance with XYZ instructions. XYZ shall have all rights to this work in progress in accordance with Article 8 below.</p> <p>5.4 Contractor agrees that, after termination or expiration of this Agreement, it shall use reasonable efforts and cooperate with XYZ in its or another's efforts on XYZ behalf to provide for an orderly transition of the functions provided by Contractor under the Job Order. Contractor shall provide all necessary staff services and assistance required for such orderly transition, provided that XYZ shall pay Contractor the amounts then owing to Contractor and all reasonable costs and expenses actually incurred by Contractor in connection with such orderly transfer.</p>	<p>Anonymous – Telecom Industry</p>
<p><u>Services</u></p> <p>Termination. Either party may terminate this Agreement upon ten days notice to the other in the event of a breach of this Agreement by the other party. XXX may terminate this Agreement at any time upon thirty (30) days written notice to Provider, provided that XXX shall compensate Provider for any and all time spent by Provider on this project, and supported by time sheets, through the date of termination.</p>	<p>Outboard Marine</p>

<p><u>Services</u></p> <p>Warranties. Contractor represents, warrants, and covenants that in connection with any Services performed under this Agreement: it is in the business of performing the Services described hereunder; it is experienced and expert in performing such Services; all equipment used in the performance of Services hereunder shall be suitable for such use; it understands the currently-known hazards which are presented to persons, property, and the environment in connection with the performance of such Services and the transportation, storage and disposal of material; it is aware of all laws, regulations, orders, and other governmental requirements pertaining to the performance of such Services; it will perform such Services in full compliance with all applicable laws, regulations, orders, and other governmental requirements; it will perform such Services in compliance with all necessary and applicable permits and it has obtained or will obtain all permits necessary to perform the Services hereunder; it possesses the professional and technical skills required to perform the Services; no environmental enforcement actions have been brought or are likely to be brought against Contractor that could have a material adverse effect on XXX; and any agents or personnel employed by the Contractor will meet the same standards as apply to Contractor.</p>	<p>Caterpillar</p>
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<p><u>Services</u></p> <p>Warranty. Contractor Representations And Warranties. Contractor warrants that the work to be provided hereunder will be performed in a professional and workmanlike manner in accordance with the highest applicable professional standards, and shall comply with the specifications and other requirements set forth in the applicable Job Order. XYZ may, at its option, require Contractor to correct any errors or deficiencies in its work product or services within a mutually agreeable time period, at no cost to XYZ and in accordance with the provisions set forth in this contract.</p> <p>All Developed Information provided by Contractor shall be the original work of Contractor, and shall not infringe upon or violate any patent, copyright, trademark, trade secret or other intellectual property right of any third party arising under the laws of any country.</p> <p>Contractor warrants and represents that the Work will (i) provide accurate processing of data and date dependent data (including, but not limited to, calculating, comparing and sequencing operations, as well as the transmitting and receiving of date and date dependent data to, from and through the Work) for all dates through the year 2100, including without limitation all leap year instances, and (ii) express all date and date dependent data passed to, from or through the Work through the use of fully complimented 4 digit years in a single field in the format "CCYY", where "CC" stands for the century and "YY" stands for the year. Contractor further agrees both that it will within five (5) business days after XYZ request provide sufficient evidence through adequate testing of the Work or otherwise to demonstrate compliance with this warranty, and that the requirements of this warranty shall be part of the specification applicable to the Work for all purposes under this Agreement, including without limitation for purposes of acceptance.</p> <p>Contractor represents and warrants that it is not currently bound by any other agreement restrictions or obligations, nor will Contractor assume any such obligations or restrictions which do or would in any way interfere or be inconsistent with the terms and conditions of this Agreement.</p> <p>Contractor agrees and warrants that it will comply with all laws (including immigration law and regulations) to which it is bound or which apply to it.</p>	<p>Anonymous – Telecom Industry</p>
<p><u>Services</u></p> <p>Warranty. Services shall be performed in a professional manner, consistent with industry standards, and meet the satisfaction of XXX. XXX reserves the right to inspect Services at any</p>	<p>Outboard Marine</p>

<p>time prior to acceptance. Provider warrants that the Services will be provided free from defects in performance, will conform to all specifications described in Exhibit A, and will be fit and sufficient for the purposes expressed in, or reasonably inferred from this Agreement.</p>	
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<p><u>Services</u></p> <p>Warranty.</p> <p>a. Supplier Warrants to Buyer that any Services provided hereunder will be performed in a first-class, professional manner, in strict compliance with the Specifications, and with the care, skill, and diligence, and in accordance with the applicable standards, currently recognized in Suppliers profession or industry. If Supplier fails to meet applicable professional standards, Supplier will, without additional compensation, promptly correct or revise any errors or deficiencies in the Services furnished hereunder.</p> <p>b. The warranty period for Services shall be the longer of the warranty period stated in the Work Order, the Specifications, or one year. The warranty period shall commence upon Acceptance.</p> <p>c. Supplier represents and warrants that: There are no actions, suits, or proceedings, pending or threatened, which will have a material adverse effect on Supplier's ability to fulfill its obligations under this Agreement; it will immediately notify Buyer if; during the term of this Agreement, Contractor becomes aware of any action, suit, or proceeding, pending or threatened, which may have a material adverse effect on Supplier's ability to fulfill the obligations under this Agreement or any Order; it has all necessary skills, rights, financial resources, and authority to enter into this Agreement and related Orders and to provide or license the Material or Services, including that the Material and Services will not infringe any patent, copyright, or other intellectual property; no consent, approval, or withholding of objection is required from any entity, including any governmental authority with respect to the entering into or the performance of this Agreement or any Order; the Material and Services will be provided free of any lien or encumbrance of any kind; it will be fully responsible and liable for all acts, omissions, and work performed by any of its representatives, including any subcontractor; that all representatives, including subcontractors, will strictly comply with the provisions specified in this Agreement; and it will comply with the terms of this Agreement or Work Order, including those specified in any Exhibits or Appendices thereto.</p> <p>d. All warranties will survive inspection, acceptance, payment and use. These warranties will be in addition to all other warranties, express, implied, or statutory. Supplier will defend, indemnify, and hold Buyer harmless for a breach of these warranties.</p> <p>e. If at any time during the warranty period for Services Buyer believes there is a breach of any warranty, Buyer will notify Supplier setting forth the nature of such claimed breach. Supplier shall promptly investigate such claimed breach and shall either 1) provide information satisfactory to Buyer that no breach of warranty in fact occurred or 2) at no additional charge to Buyer, promptly use its best efforts to take such action as may be required to correct such breach.</p> <p>f. If a breach of warranty has not been corrected within a commercially reasonable time, or if two or more breaches of warranty occur in any sixty (60) day period, Buyer may Cancel the applicable</p>	<p>Anonymous – Telecom Industry (2)</p>
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<p>Order.</p>	
<p><u>Services</u></p> <p>Workmanship. Materials, workmanship and warranty. Strict performance of the Work in accordance with this Order is of the essence. Unless otherwise specified in this Order, Seller warrants that all materials furnished under this order shall (i) be new, (ii) be free from defects in design, workmanship and materials and (iii) conform to generally recognized commercial standards of quality and fitness for purpose. The Work shall be of good quality, be free from faults and defects and conform to the requirements of this Order. If, in Buyer's opinion, any material or Work does not conform to these standards, Buyer may consider it to be defective. If requested by Buyer, Seller shall furnish satisfactory evidence as to the kind and quality of materials and workmanship. Without cost to Buyer, Seller shall replace any defective material and correct any inferior or defective workmanship discovered during the one year period commencing upon Buyer's final payment to Seller under this Order.</p>	<p>Anonymous – Metal Industry</p>