

## **INSTRUCTIONS AND CONDITIONS**

**1. INVOICES.** All invoices shall be accompanied by a copy of the bill of lading if on collect freight shipment and

by a prepaid freight bill if all or any part of the freight is included on the face of the invoice.

**2. SHIPPING INFORMATION.** Where applicable, the seller shall show on all packages and invoices the name, purchase order number, vendor name and weight or quantity of the goods shipped, and any other specified labeling. Purchase reserves right to cancel this order or any portion of same if delivery is not made when and as specified.

**3. QUANTITY AND PRICE.** The quantity and price of the goods furnished shall be as shown on this order with no allowance for packing or cartage charges. Terms are as specified on this order. In case of unpriced orders do not fill orders at higher prices than last quoted or invoiced without our specific authority. This order is subject to maximum 5% overrun and 10% underrun terms. Any order quantity produced in excess of 5% is subject to return. Any order quantity produced below 90% is subject to return at full quantity price.

**4. INSPECTION.** Buyer shall have the right to inspect and test all material at destination before acceptance. Seller warrants that the material and workmanship of material delivered is the quality specified or if not so specified conforms to standard specifications. Statement of specifications on reverse side is in no way intended to relieve seller of any additional warranties, express or implied, which may exist. All costs incurred by buyer as a result of rejections shall be at the expense of the seller, and buyer may return such materials at seller's expense. Materials are subject to buyer's inspection and rejection notwithstanding prior payment to obtain discount.

**5. WARRANTIES.** The seller hereby warrants:

A. That any food or drugs delivered pursuant to this order comply with the laws of the United States and of the United States governing weights, measures and sizes, and that none of said food or drugs is adulterated or misbranded within the meaning of any State Pure Food and Drug Laws or of the Federal Food, Drug and Cosmetic Act, or is an article which may not, under the provisions of section 404 or 505 of the Act, be introduced into interstate commerce.

B. That all goods called for herein have been produced in compliance with the requirements of section 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended.

**6. INDEMNITY.** The seller shall indemnify and save the buyer harmless from all costs, expenses (including

attorneys' fees) and judgements in the event of a suit or claim for:

A. Any violation of the provisions of warranty above, or

B. Infringement of any United States Patent by the sale or use of the goods covered by this order in the form sold by seller or in combination with other material. Where, however, such combination is the basis for the claim of infringement, there shall be no indemnity unless such combination is the only practical manner in which the goods can be sold or used or combination is recommended by the seller in its advertising or in writing to the buyer.

**7. TERMS AND CONDITIONS.** A condition of the above indemnity is that the buyer must give the seller prompt notice in writing of such suit or claim, and permit the seller, if it so elects, to enter and defend, settle or otherwise terminate such suit or claim. The terms and conditions herein set out supersede any inconsistent provisions in any quotation or offer heretofore made by documents prepared by seller which are inconsistent with these terms and conditions shall not be effective unless expressly assented to by buyer in writing.

**8. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT.** Where applicable, Federal law effects this Purchase Order. The seller certifies (1) that it does not and will not maintain any segregated facilities nor will it permit its employees to perform their services at any location where segregated facilities are maintained, and (2) that it is in compliance with the requirements of Title VII of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, Rehabilitation Act of 1973, Vietnam Era Veteran's Readjustment Assistance Act of 1974, and other directives by the Secretary of Labor relative to the requirements for equal employment opportunity and affirmative action programs. In the event of the seller's non-compliance with the nondiscrimination clause of this Purchase Order or with any of the regulations or orders pertaining to equal employment opportunity, this Purchase Order may be cancelled, terminated, or suspended in whole or in part.