

## TERMS AND CONDITIONS

1. INVOICE AND B/L DATA: In the event that Seller's failure to comply with any of the instructions, terms or conditions of this Purchase Order causes delay by the Purchaser in making payment of Seller's invoices, then, in that event, such delay will be taken into account in computing cash discounts. Invoices are to be submitted in duplicate.

Where freight is prepaid, such freight charge shall be supported by copy of the paid freight bill at the time the invoice is submitted for payment.

2. CERTIFICATION OF MATERIAL: All mill test reports/affidavits and/or certifications if applicable must be mailed with shipment of materials in duplicate.

3. ACCEPTANCE - (a) This purchase order is not binding until accepted, and the acceptance of this order with delivery information is required promptly.

(b) Upon acceptance of this order, the Buyer's terms and conditions constitute the entire agreement between the parties. No other agreements or stipulations including terms and conditions stated by the Seller in accepting this order, in any way modifying or adding to the terms and conditions of this order, shall be binding, unless made in writing and signed by the authorized representatives of the parties hereto.

4. INSPECTION AND REJECTION - (a) all goods subject to Buyer's inspection and approval. In case any supplies are defective in material or workmanship, or otherwise fail to meet our specifications, Buyer shall have the right to reject or to retain and correct such goods.

(b) Rejected supplies will be returned to Seller at Seller's risk for credit, and Seller shall pay Buyer for all packing, handling, sorting and transportation expenses incurred.

(c) Seller shall pay Buyer for expenses incurred in correcting defective goods.

(d) C.T. Inc. or its Representative shall be afforded the right to verify at source or upon receipt that purchased product conforms to specified requirements. This verification shall not absolve the supplier of the responsibility to provide acceptable product quality.

5. COMPLIANCE WITH LAW: Seller shall in the performance of this Order comply with all laws, ordinances, rules and regulations, Federal, State and local, applicable thereto. Seller certifies to Buyer that the materials purchased by Buyer hereunder were produced in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended, including the requirements as to records.

"The Equal Employment Opportunity clause in Section 204 of the Executive Order 11346 as amended, relative to equal employment opportunity and implementing rules and regulations of the President's Committee on Equal Employment Opportunity are incorporated herein by specific reference."

Seller certifies that it complies with, and incorporates herein by reference, all provisions of Executive Order 11246, as amended, the Vietnam Era Veterans Readjustment Act, The Rehabilitation Act, all other equal employment opportunity laws and Executive Orders, and the rules, regulations, and orders of the Secretary of Labor. This Clause is hereby incorporated into every non-exempt contract between Seller and Buyer, and shall be contained in each non-exempt contract between Seller and its subcontractors.

6. LABOR: In this Order covers the performance of labor on Buyers' premises, Seller agrees to indemnify and protect Buyer against all claims and liabilities for injury or damage to any person or property arising out of the performance of this Order. Seller also agrees to furnish Buyer with a certificate from Seller's insurance carriers showing that it carries adequate Workmen's Compensation, public liability, and property damage insurance, and showing the amount of coverage, number of policy and date of expiration.
7. Vendor warrants that all items furnished on the purchase order are in compliance with the provision of OSHA 1970, PL91-596 and the regulations issued pursuant thereto, as well as applicable state laws, and vendor further agrees to indemnify and save harmless purchaser from all damages, costs and fines resulting from failure of items covered by this purchase order to so comply.