

The documentation is a necessary and intrinsic part of any purchase order. Flanders reserves the right to withhold payment of an invoice until an order is complete with both the physical equipment (material, item, or part) and the required documentation. Flanders also reserves the right to refuse shipment that does not include required certifications.

1. **COMPLETE AGREEMENT:** This purchase order including these general conditions and any specifications or attachments hereto, constitutes the sole and entire agreement between the parties. The Seller's quotation is incorporated in and made a part of this purchase order only to the extent of specifying the nature and description of the goods ordered, and then only to the extent that such items are consistent with the other terms of this purchase order. No other terms or conditions shall be binding upon Buyer unless accepted by it in writing. *Seller agrees that all items referencing C of C, CMTR's must be provided under a quality system in accordance with 10 CFR 50 appendix B, ASME NQA-1 and/or been accepted by Flanders QA department as an approved vendor. *As found data is required with all certificates of calibration submitted. *Shelf life - If item ordered has a shelf life, supplier shall submit documentation indicating the shelf life/or expiration date, the care and/or manufacture date for each item/lot supplied.
2. **CHANGES-TERMINATIONS:** Buyer may by written change order, make changes in the specifications or drawings or increase or decrease the quantities originally ordered. If any such change affects the amount due or the time of performance hereunder, an equitable adjustment shall be made. Buyer may at any time, by written change order, terminate this agreement as to all or any portion of the goods then not shipped, subject to an equitable adjustment between the parties as to any work or materials then in progress, provided that no such adjustment be made in favor of Seller with respect to any undelivered goods which are Seller's standard stock. No such termination shall relieve Buyer or Seller of any of their obligations as to any goods delivered hereunder. Any claim for adjustment must be asserted within 30 days from the date when the change or termination is ordered.
3. **PRICE AND PAYMENT:** The price herein specified shall, unless otherwise expressly stated, exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of the goods covered by this agreement, but shall include all charges for packing and loading. Any taxes, freight and duties shall be shown as separate items on invoices. Payment will be made in accordance with the applicable provisions of this purchase order. The time for payment of invoices or for accepting any discounts offered, shall run only from the date correct invoices are furnished to Buyer.
4. **DELAYS:** Time is of the essence. Seller shall not, however, be liable for delays or failure to ship due to causes beyond its control and not due to its fault or negligence, provided it gives prompt notice of such cause to Buyer. If Seller does not ship as ordered on or before the shipping date shown on the order, or if Seller shall default in any respect or become insolvent or if a petition in bankruptcy or insolvency is filed by or against Seller under any state or federal law. Buyer may terminate this order or the undelivered part thereof. In addition to Buyer's right of termination as herein provided, Buyer's rights and remedies shall be as provided by law or as otherwise provided herein and shall expressly include consequential damages resulting from loss of use, and shall, in no event, be limited by terms proposed by Seller or subject to arbitration.
5. **NONWAIVER:** Failure of Buyer to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or to properly notify Seller in the event of breach, or the acceptance of or payment for any goods hereunder or approval of design, shall not release Seller of any of the warranties or obligations of this purchase order, and shall not be deemed a waiver of any right of Buyer to insist upon strict performance hereof or any of its rights or remedies as to any such orders, regardless of when shipped, received or accepted, or as to any prior or subsequent default hereunder, nor shall any purported oral modification or rescission of this purchase order by Buyer operate as a waiver of any of the terms hereof.
6. **CONTROLS OF MATERIAL/SERVICES:** *Identification traceable to the items/services by lot/batch number shall be maintained and documented to assure that positive identification is established.
7. **INSPECTION-NONCONFORMANCE/NOTIFICATION:** Buyer shall have the right to inspect and test the goods at any time during manufacture and prior to shipment and to final inspection with a reasonable time after arrival at the ultimate destination. *Right of access applies to this contract and subcontractors by Flanders and/or Flanders customer. *Upon seller's awareness of defective supplies/services and/or subcontracted supplies/services, a written notification will be submitted to buyer within 5 business days. This notification shall outline: supplies/services affected, quantities, description of defect/nonconformance, applicable Buyer's purchase orders and corrective action recommended for product/services supplied.
*Materials supplied shall not contain and shall not be contaminated by mercury or mercury compounds.
*Note: Notification of reporting defects/nonconformances shall be passed to sub-tier suppliers when applicable.
8. **EXPEDITING:** The goods furnished under this purchase order shall be subject to expediting by Buyer or its representatives. Buyer's personnel shall be allowed reasonable access to Seller's plants, and those of his sub-suppliers, for expediting purposes. As required by Buyer, Seller shall supply schedules and progress reports for Buyer's use in expediting.
9. **WARRANTIES-GUARANTEES:** Seller warrants that: (1) the goods shall be free from defects in design, material, workmanship, and title; shall conform in all respects to the terms of this purchase order, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known by Buyer or reasonably to be inferred and shall be one at least equal to nationally recognized standards or codes of the best quality, if no quality is specified. This is in addition to any warranty or service guarantee offered by Seller or implied or provided by law, if it appears within one year from the date of placing the goods into service for the purpose for which it was purchased that the goods or any part thereof does not conform to these warranties, and Buyer so notifies Seller within a reasonable time after its discovery, Seller shall thereupon promptly correct such nonconformity at its sole expense. Goods used to correct nonconformity shall be similarly warranted for one year. Except as otherwise provided in this purchase order, Seller's liability hereunder shall extend to all damages proximately caused by the breach of any of the foregoing warranties or guarantees, and shall expressly include consequential damages resulting from loss of use. (2) all goods and services supplied under this order were or will be produced or performed in compliance with applicable Federal, State and Local laws and regulations including The Fair Labor Standards Act, as amended, and the standards, rules, orders and regulations promulgated in or prescribed pursuant to the Occupational Safety and Health Act of 1970. (3) no article supplied hereunder is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or is an article which may not under the provisions of Section 4 or 505 of the Act be introduced into interstate commerce and that Seller has registered under Section 510 of said Act, if applicable.
10. **PATENT INDEMNITY:** Seller shall indemnify and save harmless Buyer for any expense, loss and cost of damage resulting from any allegation or charge that any goods furnished by Seller hereunder or the use thereof for the purpose for which the goods are sold, constitutes an infringement of any patent and Seller shall assume the defense of Buyer at Seller's expense against such charge; provided that Buyer shall promptly notify Seller of any implied or actual charge of infringement and furnish Seller, at Seller's request and Seller's expense, all assistance and information available to Buyer's own expense: Seller shall, at any time up to 90 days after it is finally adjudicated that such infringement exists, at no expense to Buyer, minimize Buyer's damage or liability:
 - a. By altering the goods to make them non-infringing, provided that such altered non-infringing goods will fulfill substantially the same function as they fulfilled prior to such alteration.
 - b. By exchanging non-infringing goods which will fulfill substantially the same function for the infringing goods which in that case become Seller's property.
 - c. By obtaining a settlement or license permitting Buyer's use of any infringing goods, or
 - d. By removing and repurchasing the infringing goods at Buyer's straight-line depreciated cost plus the costs or transportation, installation and removal.
11. **COMPLIANCE:** Seller warrants that all goods sold hereunder shall have been produced, sold, delivered and furnished in strict compliance with applicable laws and regulations to which the goods are subject. Seller shall execute and deliver such documents as may be required to effect or to evidence compliance. All laws and regulations required in agreements of this character are hereby incorporated by this reference, including provisions of Executive Orders 10925 and 11114, as amended, and any subsequent executive order relating to equal opportunity for employment on government contracts and all rules and regulations of the President's Committee on Equal Employment Opportunity. If Seller is required by this purchase order to employ workmen at the site of use of the goods supplied hereunder, conditions of such employment shall be consistent with Buyer's labor agreements.
12. **INSURANCE:** Seller shall begin no work or services on Buyer's premises until public liability, workmen's compensation, property damage, and other necessary insurances in amount satisfactory to Buyer are obtained. If Buyer so requests, certificates of insurance shall be furnished. Seller will protect and indemnify Buyer against any and all claims which may arise in connection with the fulfillment of this purchase order. Any limitation of the liability or responsibility of Seller by provisions of Seller's delivery tickets or other instruments shall be entirely ineffective.
13. **SHIPPING:** Seller shall suitably pack, mark, and ship in accordance with instructions, if any, from Buyer, and the requirements of common carriers to secure the lowest transportation costs. Seller shall be liable for any difference in freight charges or damage to the materials by its failure to comply therewith. Seller will send Buyer, as soon as material has been forwarded, a notice of shipment giving order number, car number and initials if any, also condensed description of material; otherwise, Seller is liable for any demurrage charges incurred if the quantity ordered is sufficient, cars shall be loaded to minimum capacity, otherwise, the Seller agrees to pay the excess freight.
14. **APPLICABLE LAW-DEFINITIONS:** The definitions of terms used, interpretation of this agreement, and the rights of all parties hereunder shall be construed under and governed by the laws of the State of North Carolina. The goods means those articles, equipment, materials, supplies, drawings, data and other property and all services, including design, delivery, installation, inspection, testing and expediting specified or required to furnish the goods ordered by this purchase order.
15. **NO ASSIGNMENT:** Any assignment of this purchase order or of any rights hereunder of hypothecation thereof in any manner in whole or in part, by operation of law or otherwise, without prior written consent of Buyer shall be void.
16. **TAXES:** Liability for all taxes (except those specifically imposed upon the Buyer) payable to any City, State, Federal or other governmental authority which have to do with or affect the goods herein ordered shall be assumed and paid by Seller and Seller shall indemnify and hold harmless Buyer against any liability for such taxes as well as any legal fees or costs incurred by Buyer in connection therewith.
17. **WAIVER:** If this order covers the design and construction of equipment by Seller, the review or approval of Seller's drawings or other material by Buyer shall not relieve Seller of responsibility for errors in design, construction, performance nor constitute a waiver of Seller's responsibility for complying with the specifications and other conditions of this purchase order; nor shall waiver of any breach of these conditions be construed as a waiver of any other breach.
18. **ACCEPTANCE:** Acceptance must be without qualification and Buyer will not be bound by any different terms and conditions contained in the acceptance unless agreed to in writing by Buyer. Seller's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of the above terms and conditions.