1. PURCHASE ORDER ACCEPTANCE: This Purchase Order constitutes an offer which can be accepted by the Seller only under its exact Terms and Conditions by: (1) signing and returning the acknowledgment (or copy) of this Purchase Order; (2) commencing work on any products or services ordered; or (3) shipping any of the products or providing any of the services ordered; or (4) by Seller’s Acknowledgement which conflicts with or are additional to the Terms and Conditions of this Purchase Order shall apply. Purchase Orders for subcontract work that include special terms shall be acknowledged in writing and accepted on behalf of the Seller as sub-contractor prior to beginning any work.

2. SPECIFICATIONS: Specifications describe the products or services to be furnished including but not limited to the descriptions of the dimensions, finish, functional characteristics, general quality, material, manufacturing methods, quality control procedures, and tolerances of the products or services. Specifications are furnished in various forms including, but not limited to, blue prints, catalogs, designs, drawings, engineering instructions, quality control procedures, and written specifications. If any specification or instruction, in whatever form, supplied by the Buyer appears to be in conflict with another specification or instruction or is insufficient or unclear, it shall be the duty of the Seller to request clarification from the Buyer. Buyer shall be the final judge of whether the products or services are non-conforming under the specifications and under this Purchase Order.

3. DELIVERY: Products shall be delivered and services provided in accordance with the shipping and delivery instructions provided by the Buyer. Unless otherwise specified all products shall be tendered in a single delivery. Seller shall immediately notify the Buyer whenever the Seller has reason to believe that any scheduled delivery will be late.

4. PRICES AND EXTRA CHARGES: If the amount to be paid for the materials, equipment, supplies or services to be furnished under this Purchase Order is not specified on any basis, or involves a fixed price, or may be adjusted by an escalator clause, the SELLER shall keep accurate records and books of account showing the actual cost of all items of labor, materials, equipment, supplies, services and other expenditures of whatever nature in connection with the performance of this Purchase Order. The method of accounting employed by the SELLER must conform to good accounting practice. This accounting record shall be true, complete and correct. The method of accounting employed by the SELLER must conform to good accounting practice. This accounting record shall be true, complete and correct.