1. APPLICATION. These General Terms and Conditions of Purchase of Goods (the "Terms and Conditions") are incorporated into all purchase orders placed with Seller. The terms and conditions of purchase shall be deemed accepted unless Buyer issues written notice of rejection within thirty (30) days of their receipt by Seller. Any terms and conditions of purchase submitted by Buyer shall be void unless Seller in writing. All rights reserved. No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, for any purpose, without the express written permission of Seller.

2. WARRANTIES AND LIABILITIES OF SELLER. Seller represents that the price or prices specified in the Order do not exceed the current selling price for the same or substantially similar equipment, materials, or labor. Seller warrants that all Goods will be free from defects in material and workmanship. Seller warrants that Seller's Breach of the preceding sentence shall constitute cause for immediate termination of the Order. Neither Buyer nor Seller shall be responsible for the acts or omissions of Subcontractors, Subcontractors' contractors, and their respective agents or representatives. The provision shall specifically include specific performance, shall be cumulative and alternative and in addition to any other rights or remedies to which Buyer may be entitled. Seller shall not be entitled to payment, if any, until all of the Goods are delivered to Buyer in accordance with the Order. The foregoing specific rights, which shall not be exclusive, shall be in addition to any other rights or remedies to which Buyer may be entitled.