

TERMS AND CONDITIONS

1. PARTIES. Whenever the word SHARP is used in this Order it shall be deemed to refer to SHARP and whenever the word SELLER is used herein it shall be deemed to refer to the other contracting party hereto whether the Order be one for the purchase of goods, for the performance of services or both.
2. ACCEPTANCE. This Order is SHARP'S offer to SELLER and becomes a binding contract upon the terms and conditions set forth herein by SELLER'S signing and returning the acknowledgement copy hereof and the same shall not be changed or modified except by writing signed by a duly authorized employee of SHARP.
3. PRICE. If the price payable to SELLER for completing this Order is a fixed price, all charges for packing, boxing and crafting are deemed to be included therein and no additional charge will be allowed therefore unless agreed to in writing by SHARP. If said price is not a fixed price but is to be determined on a cost-plus-basis, SELLER'S cost shall comprise the total sums actually expended by SELLER in wages and for materials used in completing this Order, with all materials to be charged at the same amounts as invoiced to SELLER, and, in every such case, SELLER shall be obliged to keep accurate and detailed records of all sums thus expended in wages and for materials and to furnish certified statements thereof to SHARP upon request.
4. SHIPMENT OF GOODS. SELLER shall exercise due care in packing, boxing and crafting for shipment under this Order and shall make all shipments in strict compliance with SHARP'S shipping instruction. SELLER shall be strictly liable for any excess shipping charges incurred and also for any damage or loss sustained in transit, storage, delivery or otherwise as a consequence of improper packing, boxing, crating or shipping on SELLER'S part. The term F.O.B., when used herein, refers only to the responsibility for payment of transportation costs and any price set forth herein includes all transportation costs to the F.O.B. point. No charges for insurance of any kind upon safe delivery of any shipment will be allowed.
5. DELIVERY SCHEDULE. Time is of the essence of the contract and, if SELLER fails to comply with the delivery schedule provided hereby, SHARP, reserving the right to claim damages for such failure, may either approve a revised delivery schedule or terminate the within contract without liability to SELLER on account thereof.
6. WARRANTY. SELLER hereby warrants, and each such warranty shall survive delivery by SELLER and payment therefore by SHARP, that the goods purchased and the services performed hereunder shall be in full conformity with SHARP'S specifications, drawings and instructions, free from defects, patent or latent, and capable of being used by SHARP in accordance with SHARP'S manufacturing processes, and, in the event this Order provides for the performance of services on SELLER'S part, then SELLER warrants and guarantees the same against all defects of material and workmanship, agreeing to correct and remedy any and all such defects at SELLER'S own cost and expense. SELLER further guarantees that any machinery, equipment, devices, etc., purchased as well as any work done or installation made hereunder will strictly comply with all applicable FACTORY MUTUAL safety requirements and standards.
7. RIGHTS AND REMEDIES RESERVED TO SHARP. In the event this Order is one either for the purchase of goods or for the performance of services by SELLER in relation to any personal property, or both, then, SHARP shall have the rights to inspect and approve any of the goods so purchased and any of the services so ordered both during the process of the manufacture or performance, as the case may be, and in the completed stage, at either SELLER'S plant, SHARP'S plant or in transit, with the rights reserve to SHARP to reject either the goods or services, in whole or in part, within a reasonable time following actual discovery of any patent or latent defect therein. In case of the purchase of any goods which may be found defective, whether used or unused, SHARP, at its option, may either return to SELLER all or any part thereof for credit by SELLER TO SHARP or hold all or any part thereof at SELLER'S disposition and, in either such event, terminate the within contract without further liability to SELLER. All goods so rejected, whether returned to SELLER or held by SHARP at SELLER'S disposition, shall be credited by SELLER to SHARP at the price or prices charged hereunder plus any expenses reasonably incurred by SHARP in the inspection, receipt, transportation, care or custody thereof. In the event that the credits to which SHARP is entitled as a consequence of such rejection exceed the sums owing by SHARP to SELLER, then, SELLER shall refund forthwith to SHARP all such excess credits. In the performance of any services by SELLER which may be found defective, SHARP shall have rights to require SELLER to correct the same without cost to SHARP.

The remedies herein reserved to SHARP shall be cumulative and additional to any other remedies provided in law or equity and no waiver by SHARP of a breach of any provision of this contract shall constitute a waiver of any other breach of any other provision thereof.
8. IMPROVEMENTS, ETC., TO REAL ESTATE. In the event this Order requires SELLER to do any work to or upon SHARP'S real estate, including , but not limited to, improvements, additions, new construction and repairs, then SELLER covenants as follows: (I) to be alone responsible for injury to person, including death, and damage to property resulting from performance of the work and for any claims for workmen's compensation arising there from; (II) to maintain insurance, in form and amounts satisfactory to SHARP, for both public liability and workmen's compensation, with certificates thereof to be given SHARP before commencing any work; (III) no lien or claim against the premises covered in this Order shall inure to, or be files by, either SELLER or SELLER'S subcontractors or material men for any labor or materials furnished hereunder; (IV) to deliver such waiver or release liens, or other documents, for labor and materials as SHARP may, at any time prior to either commencement or work or final payment hereunder, require; and (V) to obtain, at SELLER'S cost, any permit or license required by any Federal, State or Local law or regulation in connection with the work. SELLER guarantees all work performed hereunder against any defects of material and workmanship for a period of one (1) year following completion and acceptance by SHARP.
9. PATENTS. SELLER warrants that the sale or use of the goods purchased hereunder and that the services performed according to the requirements hereof, as the case may be, will not infringe any patent issued either in the United States or any foreign country and SELLER hereby agrees to indemnify and save harmless and promptly and punctually to defend, at SELLER'S cost, SHARP and any person selling or using SHARP'S products from any loss or liability, including costs and expenses and claims for profits, by reason of any actual or alleged infringement by SHARP or persons selling or using SHARP'S products of any patent applicable to the use of sale of the goods purchased hereunder or the services performed as required hereby.
10. ASSIGNMENT. SELLER may not assign this contract or subcontract any part hereof without written consent to SHARP.
11. QUANTITY OF ORDER AND OVERSHIPMENTS. Goods delivered in error or in excess of the quantity provided by this Order may, at the option of SHARP an at SELLER'S expense and risk, either be held by SHARP at SELLER'S disposition or returned by SHARP to SELLER.
12. COMPLIANCE WITH LAWS. Seller SHALL IN THE FULFILLMENT OF THE Order comply with all applicable Federal, State, and Local laws and regulations, including the requirements of Executive order 11246, Part II, Subpart B, Section 202(1) through (7); the Rehabilitation Act of 1973; the Veterans Readjustment Assistance Act of 1974, and the regulations promulgated thereunder. The Equal Opportunity Clause, 41 C.F.R. § 60-1.4; the Affirmative Action Clause for the Handicapped, 41 C.F.R. § 60-741.4; and the Affirmative Action Clause for the Disabled Veterans of the Viet Nam Era, 41 C.F.R. § 60-250.4, are incorporated by reference in this Order as if fully set forth herein.
13. APPLICABLE LAW. This contract shall be construed and applied in accordance with the law of the Commonwealth of Pennsylvania.