

6.2 Delays in receiving invoice, errors or omissions on invoices, such as Purchase Order number, or lack of supporting documentation required by the terms of the Purchase Order, will be cause for Buyer's withholding payment without losing discount privileges.

6.3 The Price includes all duties, charges, royalties, tariffs and fees, and other related costs. Foreign Taxes and taxes on the Contractor's income shall remain the responsibility of the Contractor and shall be for Contractor's account. Any adjustments to the Price must be in accordance with the terms and conditions.

7. Warranties

7.1 Seller warrants that materials ordered or delivered hereunder will be merchantable, free from defect in materials and workmanship, and conform to specifications, drawings, samples, or other descriptions furnished by Buyer, and will be fit and sufficient for the purpose intended. If the materials delivered will be incorporated in an item to be delivered to Buyer's customer, Seller's warranty under this clause shall be extended to Buyer's customer. Such warranties, from date of acceptance, together with Seller's service warranties and guarantees, shall run to Buyer, its successors, assigns, customers at any tier, and ultimate user and joint users.

7.2 In the event of a breach of the foregoing warranty, Buyer may, at its option, either (a) return the materials for credit or (b) require prompt correction or replacement of the defective or nonconforming materials, and delivery to Buyer of any corrected or replaced materials shall be at Seller's expense. Materials required to be corrected or replaced shall be subject to the provisions of this paragraph and the 'Inspection' section hereof in the same manner and to the same extent as materials originally delivered under the Purchase Order. The rights and remedies of Buyer provided in this clause shall not be exclusive and are addition to any other rights and remedies provided at law, or in equity, or under this Purchase Order.

7.3 Seller warrants that all labor or services provided pursuant to the Purchase Order shall be performed in a prompt and workmanlike manner, in accordance with Seller's and material manufactures plans, instructions, specifications, requirements, and all applicable laws, rules, and regulations.

7.4 Seller warrants that:

7.4.1 Cost and pricing data furnished by Seller is complete, accurate, and current either (a) as certified in Seller's Certificate of Current Cost or Pricing Data, or (b) as furnished to Buyer by Seller, whether or not certified.

7.4.2 Cost and pricing data furnished to Seller by its subcontractors at any tier is complete, accurate, and current, either (a) as certified in that subcontractor's Certificate of Current Cost or Pricing Data, or (b) as furnished to Seller by its subcontractor, whether or not certified.

7.4.3 Cost and pricing data furnished to Seller by its subcontractors at any tier or prospective subcontractors at any tier, which was required to be complete, accurate, and current and to be submitted to support a subcontract cost estimate furnished by Seller, is complete, accurate, and current either as certified in Seller's Certificate of Current Cost or Pricing Data or as furnished to Buyer, whether or not certified.

7.4.4 Any data not within, 1, 2, or 3 above, furnished by Seller or a lower tiered subcontractor or prospective subcontractor to Seller is complete, accurate, and current, as submitted.

8. Compliance with Laws and Regulations

8.1 Seller will comply with the Fair Labor Standards Act of June 30, 1938, (29 USC 201- 209), as amended, the Occupation Safety and Health Act of 1970, as amended, and the Toxic Substances Control Act, as amended. Seller also warrants that in the performance of this order Seller will comply with all applicable laws, rules, and regulations.

8.2 Environmental Management System The facility has established an Environmental Management System; contractors and suppliers must communicate the VPA/VIT Environmental Policy to its employees (this policy [can be found here](#)). All contractors and suppliers are expected to adhere to this policy and to the environmental procedures described in this document. The facility has identified environmental aspects and impacts and has developed environmental programs for

their management.

8.2.1 Anyone entering any VIT terminal must obtain an Access Agreement signed by VIT.

8.3 Occupational Health and Safety Management System The facility has established an Occupational Health and Safety Management System; contractors and suppliers must communicate the VPA/VIT Occupational Health and Safety Policy to its employees (this policy [can be found here](#)). All contractors and suppliers are expected to adhere to this policy and to all occupational health and safety procedures described in this document. The facility has identified occupational sources, situations and activities and has developed a safety management system for their management.

9. Changes

9.1 Buyer may, at anytime by written notice to Seller, change the materials or services covered by this Purchase Order. If any such change causes an increase or decrease in the cost of, or the time required for, Seller's performance hereunder, then an equitable adjustment shall be made in the price or delivery schedule, or both.

9.2 Any claim by Seller for adjustment under this section shall be proposed in writing within twenty (20) days from the date of receipt of Buyer's written notice directing the change. Where the cost of property acquired for the performance of a Purchase Order made obsolete or excess as a result of a change is included in the claim for equitable adjustment, Buyer shall have the right to prescribe the manner of disposition of such property, and Seller will diligently follow Buyer's direction.

9.3 Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" section of this Purchase Order. However, nothing in this section shall excuse Seller from proceeding with the order as changed.

10. Buyer-Furnished Material or Supplies

Buyer may, from time to time, deliver to Seller materials required by Seller for the performance of this order. In such an event, the total price of the Purchase Order shall be reduced by Seller's cost of such materials which Seller will provide upon Buyer's request and shall be agreed upon no later than thirty (30) days prior to such delivery.

11. Rights and Reservations

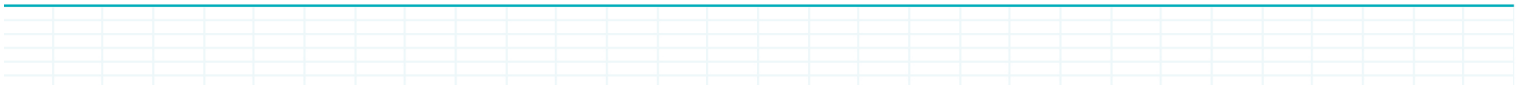
11.1 Seller warrants and insures that all designs, processes, drawings, specifications, reports, data and other information, and the features of all parts, equipment, tools, gauges, patterns, and other items furnished or disclosed to Seller by Buyer in connection with a request for bid, request for quote, request for proposal or Purchase Order, are maintained in strict confidence and shall not be transmitter to any other person or entity. Upon completion or termination of the designated process, Seller shall return all such information and items to Buyer or make such other disposition thereof as may be directed or approved by Buyer.

11.2 Information which Seller shall have disclosed or may hereafter disclose to Buyer, in connection with the placement and performance of a request or Purchase Order, shall be non- confidential and non-proprietary. Accordingly, such information shall be free from any restrictions.

12. Stop Work Order

12.1 Buyer may at any time by written notice to Seller, require Seller to stop all or any part of the work called for by this Purchase Order for a period of up to ninety (90) days after the notice is delivered to Seller ("Stop Work Order"). Upon receipt of the Stop Work Order, Seller shall comply with its terms and take all reasonable steps to minimize costs allocable to the work covered by the Stop Work Order during the period of work stoppage.

12.2 Within a period of ninety (90) days after a Stop Work order is delivered to Seller, Buyer Shall either cancel the Stop Work Order or terminate the work covered by the Stop Work Order as provided in the "Default" or the "Termination for Convenience" sections hereof, as Buyer deems appropriate. Seller shall resume work upon cancellation or expiration of any Stop Work Order. If the Stop Work Order results in an increase in the time required for the performance of this order or in Seller's costs properly allocable thereto, an equitable adjustment shall be made in the delivery schedule or prices, or both.



16.2 Buyer may, at any time, pay Seller for the cost of part or all materials paid for or produced by Seller and immediately become the owner thereof free and clear of all liens, claims, and encumbrances. Buyer shall be entitled to possession at the completion of the order, or at such earlier date as Buyer designates. Seller will segregate such property upon Buyer's request, and Seller will give Buyer a bill of sale for such material and evidence that it is free and clear of liens, claims, and encumbrances. Upon termination of an order for cause or convenience, Buyer may use all drawings, documents, or other records related to this order for cause or convenience. Buyer may use all drawings, documents, or other records related to this order whether created by Buyer or Seller without further compensation to Seller. Seller may not disclose the existence of an order or the items to be supplied without buyer's written consent.

17. Patents and Copyrights

17.1 Seller warrants that Buyer will suffer no claim, damages, or liability arising from any of the material's breach of any patent, trademark, copyright, or similar law. Seller agrees to defend, indemnify, and hold harmless Buyer, its customers and agents against all claims, liability, damages, and attorney's fees arising from any breach of the foregoing warranty or the actual or alleged infringement of any patent, copyright, or work arising out of the manufacture use, sale, delivery, or disposal of materials furnished under this order. In the event of any such claim against Buyer, Seller shall furnish to Buyer all evidence and information in possession of Seller pertaining to the infringement and relating to the performance of the Purchase Order.

17.2 Seller shall disclose, deliver, and does hereby assign to buyer all inventions, discoveries, processes, data, plans, specifications, information, and computer software generated from this order whether or not specified to be delivered hereunder. Seller agrees to execute all documents required by Buyer in this regard.

18. Insurance-Work on Buyer's Premises

18.1 If Seller, Seller's employees or agents enter on to Buyer's premises for any reason in connection with any order or otherwise, Seller and such other parties shall comply with all of Buyer's security requirements and all safety, protection, traffic, and OSHA regulations.

18.2 Seller shall defend, indemnify, and hold Buyer harmless from all claims, actions, demands, loss, liability and causes of action, including without limitation attorney's fees, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of Seller, Seller's employees or agents, except damage caused solely by the gross negligence of Buyer.

18.3 Seller and any subcontractor used by Seller in connection with an order shall carry Worker's Compensation and Employee's Liability Insurance to cover Seller's and contractor's legal liability arising from accidents to their employees. Seller and its subcontractors shall carry Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering the legal liability of Seller and the subcontractors for damage to person and/or property arising out of the operations of Seller or its subcontractors.

18.4 At Buyer's request, Seller shall furnish to Buyer certificates from Seller's insurers showing such coverage is in effect and agreeing to give Buyer ten (10) days' prior written notice of cancellation of the coverage. Buyer may stipulate minimum liability coverage. Buyer shall be named as an additional insured under such liability insurance policies.

19. Assignment and Subcontracting

Seller shall not assign any Purchase Order in whole or part without prior express written consent of Buyer. Nor shall Seller subcontract for completed or substantially completed materials or services purchased hereunder without the prior express written consent of Buyer. The limitation shall not apply to the purchase by Seller of standard commercial supplies or raw material. Seller shall select subcontractors (including supplies) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of Buyer and the Purchase Order.

20. Notices

All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing

