

TERMS AND CONDITIONS APPLYING TO ALL SELLERS

This order expressly limits acceptance to the terms stated herein. Any additional or different term proposed by the Seller is objected to and hereby rejected.

Acknowledgement

Please acknowledge receipt and acceptance of this order at once and state price if other than as indicated. It is understood that unless Seller advises to the contrary at the time of acknowledging receipt of this order, Purchaser can rely on shipments being made in accordance with the specification and shipping schedule.

Quality

All deliveries furnished on this purchase must be of the quality specified, or in event no quality is specified, must be of the best, and will be subject to the inspection and approval of Purchaser after delivery. Defective material, whether discovered at first external inspection or developing later will be returned for credit, transportation charges collect, and where quality warrants, must be promptly replaced.

Quantity

This order must not be filled in greater quantities than shown without written approval from Purchaser, and material delivered in error or in excess of the quantity called for will be returned at Seller's expense.

Shipping, Routing, Risk of Loss and Insurance

All shipment are to be made as noted on the face of this order, and notices sent to consignee. Ship via Parcel Post, express, rail, or lowest licensed truck rate: lowest rate must apply, otherwise, Purchaser reserves the right to charge back the difference to Seller. On carload shipments, as soon as material has been forwarded on account of this purchase order, a notice must be sent to consignee giving the number of order, kind of material, shipper's name, car number and initials, and routing. Failure by the Seller to notify the Purchaser shall be ground for rejecting the goods even if no material or delay or loss ensues.

The risk of loss, destruction or deterioration of the goods, whether complete or partial, shall pass to the Purchaser only on its actual receipt of the goods. In arranging for the shipment of the goods, Seller shall agree to a limited valuation with the carrier and procure insurance from a reliable insurance company of the Seller's choosing covering the goods during the shipment in the amount of their price under this contract. Seller shall not be excused from performing his obligations under this contract if the goods identified are lost, destroyed or have deteriorated in value. Substitute goods of equal quantity and quality will be tendered by Seller unless the Purchaser agrees to the contrary in writing.

Packing and Cartage

No charges will be accepted for crating, boxing, cartage or like services unless stated herein.

Invoices

Invoices in duplicate must be mailed immediately after shipment of goods. Separate invoices are required and must be rendered for each purchase order.

Patents

Seller shall defend and hold Purchaser harmless from all suits or claims for infringement of any patent rights or similar rights if such suit or claim arises from the use of materials purchased herein.

Guarantee

Seller shall replace, repair or make good, without cost to the Purchaser, any damages, defects or faults resulting from imperfect or defective work done or materials furnished by the Seller.

Where work is to be performed, or materials or equipment furnished, in compliance with architectural and/or engineering plans and specifications, the period of guarantee shall cover one year from the date of completion of the work and final acceptance; or the delivery of materials or equipment, unless otherwise specifically designated for a shorter or longer period of time, ordinary wear and tear being excepted.

Federal Labor Laws

This order is placed by Purchaser with the understanding that the goods produced and furnished thereon will be provided in conformity with all applicable provisions of the Federal Fair Labor Standards Act of 1938 and that no Federal Statute has been violated in the manufacture or sale of the items covered by this order.

Insurance and Taxes

It is understood that Seller assumes full responsibility for payment of all State and Federal Unemployment Insurance and Old Age Benefit taxes and contributions under such acts required to Seller and his employees; also all State and/or Federal Sales or Use Taxes.

ADDITIONAL TERMS AND CONDITIONS APPLYING IN CASES WHERE SELLER IS TO PERFORM WORK AT JOB SITE

Mechanic's Lien

Seller will keep the premise and work free and clear of all mechanic's liens and furnish Purchaser proper affidavits and/or waivers certifying thereto, upon request.

Worker's Compensation & Public Liability Insurance

Before starting work, Seller will furnish Purchaser with certificates of an insurance company, certifying that he is covered on the said work with Worker's Compensation and Public Liability insurance with minimum limits of \$1,000,000 and \$2,000,000 and Property Damage insurance with minimum limits of \$1,000,000 and \$2,000,000; or with limits as called for in the contract specifications, whichever is greater.

Insurance

The Seller agrees to carry on said work at his own risk until same is fully completed and accepted by Purchaser, and at his own expense repair or replace forthwith and to the satisfaction of Purchaser all work and/or materials damaged or destroyed by fire, accident, force or violence of the elements or any other cause whatsoever.

Property Damage or Personal Injury

The Seller agrees hereby to assume entire responsibility and liability for any and all damage, loss or injury of any kind or nature whatever to person or property caused by or resulting from the execution of the work provided for in this order or in connection therewith; and the Seller agrees to indemnify and hold harmless the Purchaser, HARRY GRODSKY & CO., INC., and any and all of the Purchaser's officers, agents and servant from and against any and all claims, loss, damage, charge or expense whether direct or indirect and whether to persons or property, to which the Purchaser or any of said parties may be put or subjected to by reason of any act, action, breach of warranty, expressed or implied, neglect, omission or default on the part of the Seller, any of his contractors or any of the Seller's or contractors' officers, agents, servants or employees.

Cancellation

Time or times of delivery mentioned in this order are hereby declared to be of the essence hereof. Failure by Seller to ship and/or deliver material of the quality and within the time or times specified shall amount to a substantial impairment of value impossible to cure, and shall, at the option of Purchaser, relieve it of any obligation to accept and pay for such material, as well as undelivered installments, if there be any, and upon failure to deliver as specified Purchaser may buy elsewhere and charge Seller with any loss and all damages incurred thereon, unless deferred shipment be arranged for in writing.

Any failure by Purchaser to exercise this option with respect to any installment shall not constitute a waiver with respect to subsequent installments. Every tender of goods must fully comply with all provisions of this contract. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender. Each installment of this contract is dependent on every other installment and a delivery of non-conforming goods or a default of any nature under one installment will impair the value of the whole contract and constitute a total breach of the contract as a whole.

Plans and Specifications

Where work to be performed hereunder and/or materials or equipment to be furnished, is to comply with architectural and/or engineering plans or specifications, payment therefor will depend on the architect's and/or engineer's acceptance and approval as well as that of Purchaser. Where necessary, Seller shall verify all measurements and take such additional measurements at the job as will insure the proper matching and fitting of all work and/or material and equipment covered by this order, and with contiguous work.

Seller hereby assumes for the portion of the work and/or materials or equipment covered by this order all obligations placed on Purchaser by said drawings and specifications, which drawings and specifications consist of those furnished by architect and/or engineers and which are on file at our main office at Springfield, MA and are hereby made a part hereof.

Arbitration

Provided Purchaser fails to agree with Seller in relation to any matter referred to in this order, at Purchaser's sole option, said matter shall be referred to and decided by three (3) disinterested arbiters, one appointed by each of them, and the third by the other two, thus chosen; and the decision of any two of whom shall be final and binding, Seller and Purchaser each paying one-half of the expense of such arbitration.

Seller's Damages

In the event that the Seller is entitled to damages for non-acceptance under Section 2-703 (e) of the Uniform Commercial Code as adopted in the State of Massachusetts, the damages will be computed by the difference between the market price at the time of breach and the contract price stated in this contract. Such damages shall not include any incidental damages, including but not limited to charges, expenses or commissions incurred in stopping delivery, in the transportation, care and custody of goods after the Purchaser's breach, in connection with return or resale of the goods or otherwise resulting from the breach, as defined in Section 2-710 of the Uniform Commercial Code as adopted in the State of Massachusetts. No alternate method of measuring damages shall apply.

Termination of Offer

Unless an acceptance of this purchase order is received by the Purchaser by midnight of the tenth day after date stated herein, the purchaser may at its sole option cancel this purchase order.

Applicable Law

This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Massachusetts as effective and in force on the date of this agreement.

Attorney's Fees

In addition to any other damages due the Purchaser hereunder, the Seller shall pay a reasonable attorney's fee if any claim under this agreement is placed with an attorney for collection.