



Guyson Corporation Standard Purchase Order Terms and Conditions

ACCEPTANCE: The acceptance of this Order is expressly limited to the terms and this Order. The Buyer recognizes that the Seller may desire to utilize its own form of acknowledgement of this Order or otherwise acknowledge it by other than simple acceptance. Therefore, it is agreed that any provisions in the form of acceptance used which modify, conflict with or contradict any provisions of this Order or warranties or rights granted to Buyer under the Uniform Commercial Code shall be deemed to be waived unless specifically agreed in writing by Buyer.

TERMS AND CONDITIONS:

1. **CONTRACT.** The contract resulting from the acceptance of this Order is to be construed according to the laws of the State of New York, including the Uniform Commercial Code as adopted in that state. Any disputes arising from this Order or terms and conditions hereof, will be settled only by a New York State or federal court of competent jurisdiction. This contract shall constitute the entire agreement of the parties with respect to the subject matter hereof.
2. **SELLER.** The Seller agrees that it is a "merchant" dealing in goods and/or services of the kind involved in this contract.
3. **DELIVERY SCHEDULES.** Deliveries are to be made both in quantities and at times specified in schedules furnished by Buyer. Buyer may from time to time change delivery schedules or direct temporary suspension of scheduled shipments.
4. **TAXES.** The total remittance specified in this Order is not deemed to include all federal, state and local taxes, unless otherwise specified.
5. **TERMINATION.** Buyer may terminate this contract in whole or in part at any time upon giving written notice to Seller. Termination charges, if any, in the event of such termination shall be subject to negotiation by the parties, but in no event shall exceed either (1) the purchase price under this Order or (2) the Seller's actual costs plus a pro rata profit for partial performance of this Order, which such actual costs shall be determined in accordance with generally accepted accounting principles. All goods or materials for which Buyer pays termination charges shall be delivered to Buyer. Nothing in this paragraph shall be construed to affect either the Buyer's or Seller's rights in the event of cancellation due to breach by the other.
6. **CHANGES.** Buyer reserves the right to make changes to the description of the goods under this Order, followed by an agreeable adjustment to the price or delivery schedule, if appropriate.
7. **RESTRICTIVE DATA.** The use of drawings or specifications or information given to or derived therefrom by Seller in the performance of this contract is restricted to Seller's manufacture of Buyer's goods or materials. Any other use or disclosure is prohibited. Buyer retains all intellectual property rights in patterns, designs, drawings, specifications and other data or papers furnished Seller in connection with this Order and the contract. Upon completion of the work, Seller shall promptly return to Buyer all designs, drawings, specifications, patterns and all other data or papers furnished by Buyer, together with all copies or reprints then in Seller's possession or control.
8. **INFORMATION DISCLOSED TO BUYER.** Any knowledge or information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the purchase of the goods or services covered by this Order shall not, unless otherwise specifically agreed upon in writing by Buyer, be deemed to be confidential or proprietary information and shall be acquired free from any restrictions (other than a claim for patent infringement) as part of the consideration of this Order.
9. **INFRINGEMENT.** Except to the extent that claims arise out of Seller's compliance with Buyer's specifications, Seller guarantees that the goods hereby ordered and the sale or use of them will not infringe any United States or foreign Letters Patent or trademark, and Seller agrees to defend, protect and save harmless Buyer, its successors, assigns, customers, and users of its products, against all suits at law or in equity, and from all damages, claims and demands for actual or alleged infringement of any patent or trademark by reason of the sale or use of the goods sold hereunder.
10. **NON-ASSIGNMENT.** This contract may not be assigned by the Seller or assumed by a Trustee in Bankruptcy without the prior written consent of the Buyer.
11. **WORK ON BUYER'S PREMISES.** If Seller's work under this Order involves operations by Seller on the premises of Buyer, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work. Except to the extent that any such injury is due solely or directly to Buyer's negligence, Seller shall indemnify Buyer against all loss which may result in any way from any act or omission of the Seller, its agents, employees or subcontractors. Seller shall maintain such Public Liability, Property Damage, and Employee's Liability and Compensation insurance as will protect Buyer from said risks and from any claims under any applicable Workmen's Compensation and Occupational Disease Acts.
12. **INSOLVENCY.** If Seller is generally not paying its debts as they become due or shall become insolvent or make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed by or against it, or any proceeding shall be instituted by or against it for any relief under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, recompositions or extensions, or if a receiver shall be appointed of its property or assets, Buyer may, by delivery of a written notice of termination to Seller, terminate this contract in its entirety without penalty.
13. **REMEDIES.** The remedies provided in this Order shall be cumulative and in addition to any other or further remedies available to Buyer. No waiver by Buyer of a breach of any provision of this contract or of any right shall constitute a waiver of any other breach of such provision or of an other provision or right.

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