

## **PURCHASE ORDER & ORDER OF ACKNOWLEDGEMENT**

*Terms and acceptance.* This order becomes a contract (1) when the signed acknowledgement is received by CEEUS, or (2) when the shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (3) when written approval is given by CEEUS of the price and delivery schedule of the goods as stated by the Seller if Seller's written acknowledgement of this order contains either: (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which CEEUS approval applies. Except as provided in the preceding sentence, it is a condition of this order that any provisions printed or otherwise contained in any acknowledgement hereof, inconsistent with or in addition to the terms and conditions herein stated, and any alteration of this purchase order shall not constitute any part of this contract of purchase and sale. This contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any rights hereunder.

*Inspection, warranty.* Goods delivered (whether paid for or not) are subject to inspection, testing, and approval of CEEUS before acceptance. The Seller expressly warrants that all articles, materials, and work will conform to the applicable drawing, specification, samples, or other descriptions given in all respects, and that all goods delivered hereunder will be of good quality, material, and workmanship, merchantable and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by CEEUS for the goods or services.

*Nonconforming goods.* All goods not fully up to standard and not in compliance with the applicable specifications, or shipped contrary to instructions, or in excess of the quantities herein provided, or substituted for goods described, or not shipped in containers conforming to CEEUS specifications (or, in the absence of such specifications, in recognized standard containers), or allegedly violating any statute, ordinance or administrative order, rule, or regulation make be rejected by CEEUS and returned or held at the Seller's expense and risk. CEEUS may charge to Seller all expense of inspecting, unpacking, examining, repacking, storing, and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded to CEEUS shall not be exclusive, but CEEUS may hold Seller liable for any and all damages arising from any breach or default hereinabove set forth.

*Price.* Prices recorded in this order are not subject to increase. No additional amounts shall be chargeable to CEEUS because of taxes or excises, presently or hereafter levied on Seller. If Seller's quoted prices for the good covered by this order are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) at time of any shipment, Seller agrees that the price to CEEUS for such goods will be reduced accordingly, and that CEEUS will be billed at such reduced prices. If price is not recorded on the face of this order, price shall be that of last previous order given by CEEUS to Seller, subject to the provisions of this paragraph. If price includes taxes or excises, and if such taxes or excises or any part thereof are hereafter refunded to Seller, Seller shall immediately pay CEEUS the amount of such refund. Seller certifies that the prices herein are not higher than prices being charged to other organizations purchasing identical goods in smaller quantities at this particular time and do not discriminate against purchaser.

*Payment.* Terms of payment are as previously arranged, or if specified in this order, then as so specified in this order.

*Conflicting terms.* If terms on this order do not appear on or agree with Seller's invoice as rendered, Seller agrees that CEEUS shall be presumed to have changed Seller's invoice to conform to the terms of this order.

*Cancellation.* CEEUS reserves the right at any time and from the time without cause, to cancel all or part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, CEEUS shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect the right of CEEUS to terminate this purchase order for default of Seller.

*Waiver of liens.* Seller hereby waives and relinquishes all liens and claims statutory or otherwise which Seller now has or may hereafter have as a result of labor and material furnished by Seller or CEEUS in performance of the within order.

*Venue of Disputes.* This agreement shall be interpreted in accordance with the laws of the State of South Carolina and in event of a dispute, venue of any actions shall be in the County of Lexington, State of South Carolina and Seller hereby agrees to the same and submits to the jurisdiction of the courts of the State of South Carolina.