

CPP Syracuse Standard Terms and Conditions

Goods and services purchased by Buyer are expressly subject to the terms and conditions set forth below. Any different or additional terms and conditions in Seller's quote, invoice or other communications are objected to, shall not be binding on Buyer unless expressly agreed to in writing by Buyer. This order shall be the exclusive agreement between the parties, with no other express or implied agreements or representations, with respect to the subject matter hereof, upon Seller's written acknowledgement of, commencement of performance or shipment of goods which shall constitute complete acceptance of Buyer's terms and conditions.

1. **MODIFICATION; TERMINATION:** Cancellations, modifications and waivers by Seller of this order or of any of these terms and conditions shall not be effective without Buyer's express, written consent nor shall they be modified by any course of dealing or trade customs and usage. Buyer may make changes in the drawings, specifications, quantities, delivery schedules, services, or methods of shipment or packaging on any item at any time by written change order. If any such change results in a delay or a change in expense to Seller, an equitable adjustment may be provided if Seller notifies Buyer within 20 days from the date of the change order for any claim for adjustment or it shall be deemed waived. Seller shall not commence or continue work until Seller has notified Buyer of such difference and Buyer has given its written consent. Buyer may, at any time, terminate this order, as to all or any portion of the goods and/or services not delivered, by transmitting a change order to Seller. Buyer shall pay Seller for reasonable costs incurred before termination that are not recoverable in the normal course of business, that are not related to items which are Seller's standard stock and that are detailed in a written claim delivered to Buyer by Seller within 30 days of termination; provided, however, that in no case shall the cost exceed the purchase price in the order. No such termination shall relieve Buyer or Seller of any of their obligations as to any goods delivered in accordance with the order before termination. Notwithstanding the foregoing, in addition to all other rights Buyer may have at law and equity, in no case shall Buyer be obligated to pay any such costs to Seller if Buyer terminates this order in response a breach by Seller.

2. **INSPECTION; ACCEPTANCE:** Buyer shall have the right to inspect and test the goods at any time during manufacture and prior to shipment, and to final inspection within a reasonable time after arrival at the ultimate destination. If, prior to final inspection, any goods are found to be defective or not as specified, Buyer may reject them and require Seller to correct them without charge or cost to Buyer, or require delivery of such goods at a reduction in price which is equitable under the circumstances. The goods shall not be deemed accepted until after that final inspection by Buyer. The making or failure to make any inspection of, or payment for or acceptance of the goods, shall in no way impair Buyer's right to reject nonconforming goods, or to avail itself of any other remedies to which Buyer may be entitled, notwithstanding Buyer's knowledge of the nonconformity, its substantiality or the ease of its discovery. At Buyer's option, nonconforming goods shall be returned to Seller at the risk and expense (including transportation and handling costs) of Seller.

3. **PRICE:** Prices specified in this order are not subject to increase unless expressly authorized by Buyer in writing. No charge will be allowed for packing, unless specifically itemized in this order. Unless otherwise provided, the price includes all applicable federal, state and local taxes in effect on the date of the order. In case of new taxes or the repeal of taxes or a change in rates, the price shall be adjusted accordingly. Seller shall provide Buyer prompt notice of such adjustment.

4. **DELIVERY TERMS; RISK OF LOSS:** Time is of the essence. If delivery is delayed beyond the specified delivery date by events or causes other than those enumerated in "Force Majeure," Buyer shall have the right to cancel the unfilled portion of this order without further obligation to Seller, and Buyer shall have the right to place the unfilled portion of the order with another supplier(s) without notice, and any consequential increase in cost to Buyer shall be paid by Seller. Unless otherwise stated, terms are F.O.B. the destination designated for delivery by Buyer on the face of the order. Title shall pass upon acceptance by Buyer pursuant to Section 2 above.

5. **FORCE MAJEURE:** Seller shall be excused for a delay of deliver of goods or services beyond the specified date only for causes beyond Seller's reasonable control such as restrictions imposed by any governmental regulation, embargoes, riots, storms, fire, accidents, war, act of terrorism, delay in transportation, or inability to obtain necessary labor, materials, or manufacturing facilities. If any such delay continues for an unreasonable length of time, the unfilled portion of this order may be cancelled at Buyer's option and Buyer shall have no obligation with respect to the portion so cancelled.

6. **WARRANTIES:** Seller expressly warrants that the goods and/or services shall conform to all samples, specifications, drawings or other descriptions furnished by Buyer, shall be free from defects and of good material and workmanship, shall be merchantable and fit and sufficient for the use and purpose intended, shall conform to any and all warranties arising by usage of trade, course of dealing and course of performance, and, if of Seller's design, shall be free from defects in design. Such warranties shall survive delivery and shall not be deemed waived either by reason of Buyer's acceptance of or any payment for any goods and/or services, and shall extend to Buyer and its transferees, including without limitation its customers. Seller agrees to replace or correct promptly without expense to Buyer any items not conforming to the foregoing requirements as soon as reasonably possible after notification by Buyer. In the event Seller fails to correct or replace goods or services in a timely manner, Buyer may correct or replace such items and charge Seller the cost thereof. Such warranties and remedies shall be in addition to, and shall not limit in any way, any other warranties and remedies given by Seller or arising by law.

7. **TOOLING:** If the price charged includes the cost of any tools, designs, patterns, dies, jigs, fixtures, special machines, drawings or the like ("Tools") acquired for the purpose of filling this order, such Tools shall be the exclusive property of Buyer and shall be disposed of as the Buyer shall direct. Tools supplied by Buyer shall be and remain the exclusive property of Buyer, shall be subject to removal at any time upon demand made by Buyer, without additional cost to Buyer, and shall not be used for the manufacture of any articles other than those expressly ordered by Buyer.

8. **INFRINGEMENT:** Seller shall indemnify, defend and hold harmless Buyer and Buyer's successors, assigns, affiliates, officers, employees, customers and agents against all loss, damages, expense (including attorneys' fees and costs), liability, claims, demands and actions, for actual or alleged infringement of any letters patent, trademarks, or other property rights, resulting from the sale or use of any goods related to this order, except those which have been specifically designed by Buyer.

9. **INDEMNIFICATION:** Seller agrees to indemnify, defend and hold harmless Buyer and Buyer's successors, assigns, directors, officers, employees and agents from and against any and all loss, damage, liability, cost or expense of whatever nature or cause (including attorneys' fees and costs) arising out of any act or omission by Seller, including without limitation defects in the design, manufacture or other attributes of items sold or work performed by Seller or its agents, including while upon the property of Buyer or work performed on Buyer's property while in the possession of Seller. The foregoing includes, without limitation, injury or damage to the person or property of Buyer, Seller or any third party, and their respective employees, agents, and independent contractors. It is the intention of the parties that no risk or liability is or shall be incurred by Buyer in issuing this purchase order. **IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANY CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES OF ANY KIND, WHETHER ARISING OUT OF (A) THIRD PARTY CLAIMS AGAINST SELLER, OR (B) BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORIES OF LAW WITH RESPECT TO ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING, DIRECTLY OR INDIRECTLY, TO THIS ORDER.**

10. **ASSIGNMENT:** None of Seller's obligations under this order are assignable without Buyer's written consent.

11. **APPLICABLE LAWS:** All orders, sales and these terms and conditions shall be governed by the laws of the State of New York, excluding conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply. All laws and regulations required to be incorporated in agreements of this character are incorporated herein by this reference. Seller agrees that in the performance of this agreement it will comply with the requirements of all applicable federal, state and local statutes, rules, regulations and orders, including without limitation, and including the underlying rules, regulations and orders, the Fair Labor Standards Act of 1938 as amended, the Occupational Health and Safety Act, the Arms Export Control Act, the Export Administration Act and all equal opportunity and civil rights laws. Seller warrants that material subject to this order shall be shipped in accordance with the provisions of the Hazardous Materials Transportation Act of 1975. This order hereby incorporates the provisions of Executive Order 11246, as amended on Equal Opportunity, the Rehabilitation Act of 1973, and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974. Seller shall provide any necessary documents, at Buyer's request, to prove and give evidence of compliance with any applicable law. Seller shall indemnify, defend and hold harmless Buyer and Buyer's successors, assigns, officers, employees and agents from and against any and all loss, damage, liability, cost or expense (including attorneys' fees and costs) resulting from Seller's violation of the provisions of any applicable law.

12. **Awareness:** The supplier is responsible for ensuring that persons under their control are aware of their contributions to product or service conformity, their contributions to product safety and the importance of ethical behavior.

13. **Prevention of counterfeit parts:** Prevention of Counterfeit Parts in accordance with AS6174 guidelines: Suppliers shall plan, implement and control processes that are appropriate for the prevention of counterfeit or suspect counterfeit part use and their inclusion in product(s) delivered to CPP or its customers.