

RING POWER SYSTEMS - PURCHASE ORDER TERMS AND CONDITIONS

1. Acceptance of this Purchase Order is limited to the terms on the face hereof and these Purchase Order Terms and Conditions. Additional or modified terms on Seller's form are objected to and rejected and shall be deemed a material alteration hereof.
2. TAX INSTRUCTIONS: Do not include sales and use tax. **Our tax exempt # is 26-08-011286-58.**
3. Ring Power Corporation ("Purchaser") reserves the right to terminate all or part of its contract for its convenience. In such event Seller shall immediately stop all work and observe any instructions from Purchaser as to work in progress. Seller shall be paid an equitable adjustment for work already performed.
4. Purchaser may also terminate all or part of this contract for cause in the event of default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for, and shall hold Purchaser harmless from, any damage occasioned by the Seller's breach or default. If it should be determined that the Purchaser has improperly terminated this contract for default, such termination shall be deemed to be for Purchaser's convenience.
5. Seller warrants that all goods or services furnished hereunder shall be merchantable and free from any defects in workmanship or material. If Seller has been informed of the use of products, Seller also warrants that the items furnished hereunder are suited and appropriate for such use. Seller shall indemnify and save the Purchaser harmless from any breach of this warranty, and no limitations on Purchaser's remedy in Seller's documents shall operate to reduce this indemnification. Seller shall extend all warranties it receives from its vendors to Purchaser. This warranty is in addition to all warranties contained under the law.
6. Seller warrants that the prices quoted hereunder are the lowest prices inclusive of all applicable discounts for these or similar articles sold by the Seller to other customers. In the event of any price reduction between execution of the Purchase Order and delivery of the goods, Purchaser shall be entitled to such reduction.
7. Purchaser may delay delivery or acceptance of goods in the event of any unforeseen event. Seller shall hold the goods pending Purchaser's direction and Purchaser shall be liable for the direct increased costs incurred by the Seller by reason of Purchaser's instructions.
8. Purchaser or its representatives shall be allowed access to Seller's plants and to plants of Seller's suppliers to expedite the production and shipment of goods. Seller shall upon timely requests, furnish schedules and progress reports for Purchaser's use in expediting.
9. Seller agrees to hold Purchaser harmless from any patent or similar proceedings, which are based on products sold by the Seller hereunder. Seller shall defend any such suits at its own expense, and Purchaser shall have the right to have such litigation monitored by its own counsel at the expense of the Seller.
10. Seller shall defend, indemnify and hold harmless Purchaser against all damages, claims or liabilities and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of Seller, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller.
11. In the event that Seller's contemplated performance of service hereunder, by Seller's employees or by persons under contract to Seller is to be done on Purchaser's property, Seller agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Purchaser. Seller shall maintain all necessary insurance coverage's, including public liability and Workers Compensation Insurance. Seller shall indemnify and save harmless all claims of liabilities arising out of the work covered by this paragraph.
12. Payment for the goods delivered under this order shall not be deemed acceptance of such goods. Goods shall only be deemed accepted when they have been counted, inspected and tested by the Purchaser and found to be in conformance with this order. However, failure to inspect or test by Purchaser shall not relieve the Seller of any responsibilities hereunder.
13. Time is of the essence on this contract. Seller shall take all reasonable actions, including, but not limited to use of overtime and shipment by expedited means, all at Seller's expense, to meet promised delivery.
14. The Purchase Order shall be governed by and construed in accordance with the laws of the State of Florida. All actions, claims and disputes arising out of or relating to this Purchase Order shall be brought and maintained exclusively in the courts in and for Duval County, Florida. If an action is brought arising out of or relating to this Purchase Order, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs and expenses incurred in such action or proceeding. All goods or services offered by Seller pursuant to this contract shall comply with, satisfy and be subject to all applicable codes, ordinances, rules and regulations of any governmental authority having jurisdiction.
15. Material Safety data sheets (MSDS) must accompany shipments of any items containing toxic substances listed in Chapter 442, Florida Statutes.
16. This Purchase Order and any documents referred to on the face hereof and these Purchase Order Terms and Conditions constitute the entire agreement between the parties and can only be modified by change order. No part of this order may be assigned or subtracted without the prior written approval of Purchaser. Any monies due Purchaser from Seller can be set off from any monies due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver on any other right.
17. **INVOICING - Our Purchase Order Number must appear on all packing slips, packages, crates, bills of lading and invoices.**