

1. **DELIVERY.** QualiTau, Inc. (BUYER) relies on the Seller to comply with the delivery schedule stated on this Purchase Order. Seller shall not ship nor deliver prior to delivery schedule stated on this Purchase Order, unless directed by BUYER in writing. Seller shall immediately notify BUYER of any anticipated delay and the cause of the delay. Upon Seller's failure to comply with original schedule, BUYER may cancel this Purchase Order, in whole or in part, without liability furthermore goods shipped and invoiced prior to delivery schedule will be rejected and shipped back at Seller's expense.
2. **CHANGES.** This Purchase Order shall not be modified or canceled in whole or part without a written change order from the BUYER. By written notice, BUYER may cancel the entire Purchase Order, or change specific items, quantities, or delivery requirements. If such a change increases the cost or time required for Seller's performance, an equitable adjustment will be made in the price or other terms of this Purchase Order if requested by Seller and approved by BUYER prior to change implementation. If Seller lowers the price of any item specified on the Purchase Order prior to the item being delivered to BUYER, Seller will modify the price to the BUYER and incorporate the lower price on current and subsequent invoices.
3. **TERMINATION.** BUYER may, by written notice to Seller, terminate this Purchase Order in whole or in part (a) for its convenience, (b) if Seller fails to complete or deliver any part thereof when required, at any time prior to delivery. Upon receipt of such termination notice, Seller shall promptly comply with the directions contained in such notice and shall, as required, (a) take action necessary to terminate the work as provided in the notice, minimizing costs and liabilities for the terminated work, and (b) continue the performance of any part of the work not terminated by BUYER. If termination is due to a failure of completion or delivery or breach of any material term of the Purchase Order, no termination charges will apply.
4. **SUBSTITUTIONS.** No substitution of materials or accessories will be accepted without written permission from BUYER.
5. **EXTRA CHARGES.** No extra charges will be accepted unless agreed upon in writing by BUYER.
6. **PARTIAL SHIPMENTS.** Partial shipments are not authorized unless specified in this Purchase Order.
7. **SHIPPING.** All items are to be suitably prepared and packed for shipping and shall be shipped in accordance with the specific routing instructions provided on this Purchase Order. Seller shall notify BUYER if the specific routing instructions provided cannot be met. BUYER reserves the right to deduct from any invoice the difference in freight charges in the event that the specific routing instructions were not followed. BUYER's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by a packing list. All packages, packing slips, and invoices shall be plainly marked with the BUYER's Purchase Order number. No Declared Value for Carriage shall be selected with FedEx or any other carrier or freight forwarder unless explicitly approved via email by BUYER. If such is done without BUYER's permission, Seller will be responsible to reimburse BUYER for the value charged by FedEx/other for such declaration.
8. **INSPECTION.** All goods and services furnished hereunder will be subject to inspection and test by BUYER at all times and places and will be subject to BUYER's final inspection and approval within a reasonable time after delivery. At its election, BUYER may either cancel the Purchase Order or reject goods and services not in accordance with BUYER's instructions, specifications, drawings, data, or Seller's warranty (expressed or implied), or for untimely delivery. BUYER may return rejected goods to Seller at Seller's expense and BUYER shall have no further obligation for such goods. Payment for any goods or services shall not be deemed acceptance and in no event shall BUYER incur any liability for payment for rejected goods or services.
9. **WARRANTIES.** Seller warrants that all products and services will be: (a) free of any claims by third parties; (b) in strict accordance with the specifications, samples, drawings or other descriptions approved by Buyer in writing; (c) merchantable; (d) free from defects; and (e) to the extent that Buyer relies on Seller to specify the products or services, fit for their intended purpose. Seller further warrants that all services will be performed in accordance with the standards of care and diligence normally practiced by persons performing similar services and in the best workmanlike manner. The above warranties will be in effect for a period of (1) year. If any products or services fail to conform to the above warranties Seller, at Buyer's option, will: (a) with respect to products, replace or repair the nonconforming products at Seller's cost; (b) with respect to services, re-perform all services necessary to correct any such nonconformity at Seller's cost; or (c) refund the purchase price of the nonconforming products or services and any related costs incurred by Buyer. Any replacement products or services also will be subject to the above warranties and warranty period. The warranty period for repaired products will be extended to account for the time lapsed until the repair was completed. If Seller does not replace, repair or re-perform, as applicable, within a reasonable time after notice, Buyer may do so at Seller's expense.
10. **RESOLUTION OF CONFLICTS OR INCONSISTENCIES OCCURRING IN THE ORDER.** It is Seller's responsibility to comply with this Purchase Order and all referenced documents, and to clarify with BUYER any inconsistencies or conflicts in any parts of the Purchase Order or referenced documents. Should Seller fail to contact BUYER to resolve conflicts or inconsistencies, Seller will be solely responsible for errors resulting from said conflicts or inconsistencies. Where documents are referenced, the version in effect at the time of order placement shall apply.
11. **BUYER'S TERMS AND CONDITIONS APPLY.** Acknowledgement of the Purchase Order, shipment of any goods, or commencement or work pursuant to the Purchase Order shall be deemed an acceptance of these Purchase Order Terms and Conditions. No modification or release from this Purchase Order shall be binding unless agreed to in writing by the parties and specifically labeled as a modification or release. Unless specifically agreed to otherwise by BUYER and Seller, these terms and conditions supersede any submitted by Seller in any proposal or acknowledgement.
12. **ENTIRE AGREEMENT.** Unless superseded by a specific signed agreement between BUYER and Seller, this agreement shall include the Purchase Order, these Purchase Order Terms and Conditions, and it shall constitute the entire agreement of the parties with regard to the subject matter contained herein. All other prior or contemporaneous representations, warranties, covenants, or agreements between Seller and BUYER, or their representatives, with respect to the subject matter are hereby superseded. The term "Purchase Order" as used herein means the first and continuation pages of QualiTau's completed Purchase Order form, including any special provisions contained therein. This agreement may not be modified except by mutual written agreement of the parties.