



Oztech Industrial Purchase Order Terms and Conditions

In this Document "Buyer" is "Oztech Industrial Inc.". Seller is the company that sells products and services to Oztech Industrial Inc.

Acceptance of Purchase Order

This purchase order constitutes Buyer's offer to Seller and shall become a binding contract upon the terms and conditions stated in this purchase order upon acceptance by Seller by any expression of acceptance, or commencement of performance, whichever occurs first. Any terms and conditions proposed by Seller in acknowledging or accepting Buyer's offer which are different from or in addition to the terms set forth in this purchase order shall not be binding upon Buyer and shall be void and of no effect, except to the extent expressly accepted in writing by Buyer's authorized procurement representative(s).

Oztech Industrial has the option to cancel this Purchase order if it is not duly accepted within 15 days from the date PO released to seller.

Packing and Shipping

Seller shall deliver the Goods and/or perform the Services at the delivery point and on the Delivery date(s) specified in this Order. If no delivery date is specified, Seller shall deliver in full within a reasonable time of receipt of the Order. Timely delivery is of the essence. No partial shipments are permitted unless approved by Buyer. In case of delays on schedule must be advised at least 30 days prior to delivery date. If Seller fails to deliver the Goods or Services in full, on the Delivery Date, Oztech Industrial may terminate the Order immediately and Seller shall indemnify Buyer against any losses, damages, and reasonable costs and expenses attributable to Seller's failure to deliver. Supplier will include with each delivery of Products a packing list identifying the Oztech Purchase Order number, NSN number (if applicable), a description and the quantity of each of the Products.

Seller's Warranty

Seller warrants that all Deliverables will conform to applicable specifications, drawings, descriptions, and samples, and free from design defect for a period of eighteen (18) months from the Delivery Date, and will be of new manufacture, good workmanship and materials. Seller agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to Buyer, when notified of such nonconformity by Buyer, provided Buyer elects to provide Seller with the opportunity to do so. Buyer reserves the right to reject and refuse acceptance of goods which are not in accordance with this order or Seller's representation or warranties, expressed or implied. In the event of failure of Seller to correct defects in or replace nonconforming goods or services promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the cost incurred by Buyer in doing so.



Quality Requirements

Seller is required to notify Oztech Industrial of any nonconforming product; nonconforming product disposition; notify the organization of changes in product and/or process definition, change of suppliers, change of manufacturing facility location. Seller is required to flow down to the its supply chain the applicable requirements of this purchase order including customer requirements. Supplier is required to keep all records related to product IAW applicable customer requirement and which is min 8 years after the goods are delivered date.

Terminations

Buyer may also terminate this order fully or any part hereof for cause in the event of any default by the Seller, or if the Seller fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of goods which are defective or which do not conform to this order, and failure to provide Purchaser, upon request, reasonable assurances of future performance shall all be causes allowing Buyer to terminate this order for cause. In the event of termination for cause, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all damages sustained by reason of the default which gave rise to the termination.

Setoff

Any counterclaim against Seller or any of its related entities by Buyer or any of its related entities which arise out of this or any other transaction may be set off against any money due seller under this order.

Governing Law and Venue

All matters arising out of or relating to this Order shall be governed by the laws of the State of New York, without regard to its choice of law principles, and any dispute, controversy or claim arising out of or relating to this Agreement shall be adjudicated in state or federal courts in New York. This contract contains the entire agreement of the parties, and may not be modified unless such modification is in writing and signed by both parties. The rule of contra proferentem shall not be applied.

Inconsistent Terms

The terms found on the face of this Order shall govern over the terms and conditions herein. Any separate written overriding agreement signed by both parties shall govern over the terms of the Order.



Shipment

No air freight shipments are permitted unless authorized by Oztech Industrial for FOB Origin orders. Seller shall bear the risk of loss or damage to the goods covered by this order until they are delivered to and accepted by Buyer for FOB Destination orders.

HAZARDOUS MATERIALS must be packed and shipped in accordance with all applicable laws and regulations including, but not limited to, D.O.T/I.A.T A. and CFR-49, and accompanied by an MSDS.

Shelf Life

All shelf life sensitive material must have a minimum of 75% of the shelf life remaining upon receipt on our dock.

Insurance

Seller shall, at its own expense, maintain, and carry insurance in full force and effect with financially sound and reputable insurers, which includes commercial general liability (including product liability) for FOB Destination order. Insurance is covered by Buyer for FOB Origin Orders.