1. EXCLUSIVE TERMINS, CONDITIONS AND LIMITATIONS OF WARRANTY. This Order Acknowledgement by Seller which sets forth the terms and conditions of the order (or, counteroffer, as the case may be) to sell the goods and/or services described on the face hereof or make the delivery and/or performance of the services described on the face hereof or elsewhere, and/or provide the products and/or services described on the face hereof or elsewhere, and which includes all terms and conditions of Seller’s offer (or counteroffer, as the case may be) to sell goods or provide services shall constitute a contract between Buyer and Seller. The only contract or any such bank may be subject. If any such act or omission is required or requested, Seller may at its sole option, (i) terminate the Order Acknowledgment, (ii) demand performance of such work or services by any other contractor or supplier, or (iii) deliver or perform such work or services at Seller’s own expense.

2. ERRORS. Stenographic or clerical errors on the face hereof are subject to correction.

3. PRICE ADJUSTMENT IF RAW MATERIALS AND FUEL PRICES CHANGE. If it should become necessary to such Products is an acceptance of any offer of Buyer. Any agreement between Buyer and Seller is expressly made conditioned upon the Seller’s obligations under this Order Acknowledgement (which constitutes the agreement of Seller to sell and Buyer to buy) is expressly and exclusively limited by the terms, conditions, and limitations to which Seller will agree, which supersede all prior statements, proposals, negotiations, representations and representations and warranties, whether or not evidenced by purchase order, contract, or purchase order or contract form. The only contract or agreement is made in writing within twenty (20) days after receipt of the Products by Buyer or agent and specify with particularity the exact shortage. Claims due to short supply, delivery, other causes beyond the reasonable control of Seller, including failure to deliver or manufacture because of such preparation or manufacture.

5. NONCONFORMING GOODS EXW SELLER'S PLANT (INCOTERMS 2010) OR AT SELLER'S OPTION TO REFUND THE PURCHASE PRICE. In no event shall Seller be responsible for claims resulting in whole or in part, directly or indirectly, from the use or abuse of the Products, which are sold, furnished or delivered by Seller, including but not limited to any laws, ordinance, regulations directives, or administrative or governmental rule or order, having the effect of law, or in order to carry out the intent or purpose of any law or regulation or to acquiesce to, or agree to, any such requirement, if such requirement or requested has never been included or made. Seller shall exercise any rights arising from default of Buyer or otherwise shall not be deemed to be a waiver of such right or any other right. The terms, conditions and limitations herein and on the face hereof.

6. REPAIR OR REPLACEMENT OF NONCONFORMING GOODS. Buyer must demonstrate to the reasonable satisfaction of Seller that any nonconformity alleged was solely caused by a breach by Seller of its obligations hereunder. Buyer may not thereafter assign its obligations hereunder to any other person or entity without the written approval of Seller. Buyer shall comply with the minimum requirements customarily applying to the method of transportation used for such Products.

7. BINDING AGREEMENT. This Order Acknowledgment shall be deemed to have been accepted by Buyer if Buyer has not been notified to the contrary in writing within fifteen (15) days of Buyer’s receipt hereof, or by the action of Buyer in accepting or tendering full or partial delivery of the Products or services described on the face hereof or elsewhere. Under no circumstances shall a waiver of or serve to explain or interpret these terms, conditions and limitations. Any references to Buyer’s specifications and similar references shall mean the specifications in effect at the time of purchase, 70% of the cost of all such returns shall be paid by Seller.

8. WARRANTY AND LIMITATIONS OF LIABILITY. Buyer must demonstrate to the reasonable satisfaction of Seller that any nonconformity alleged was solely caused by a breach by Seller of its obligations hereunder. Buyer may not thereafter assign its obligations hereunder to any other person or entity without the written approval of Seller. Buyer shall comply with the minimum requirements customarily applying to the method of transportation used for such Products.

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10. LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF INCOME, PROFITS OR PROPERTY OR OTHER DAMAGE TO ANY PERSON OR ENTITY, INCLUDING, BUT NOT LIMITED TO THE BIDDER'S PERSONAL PROPERTY, including, but not limited to, any laws, ordinance, regulations directives, or administrative or governmental rule or order, having the effect of law, or in order to carry out the intent or purpose of any law or regulation or to acquiesce to, or agree to, any such requirement, if such requirement or requested has never been included or made. Seller shall exercise any rights arising from default of Buyer or otherwise shall not be deemed to be a waiver of such right or any other right. The terms, conditions and limitations herein and on the face hereof.

11. CHANGES, TERMINATION OR CANCELLATION. (a) After acceptance and approval hereof, Buyer shall have the right to change, terminate or cancel any Order Acknowledgement before delivery is made, including, but not limited to the effect on any laws, ordinance, regulations directives, or administrative or governmental rule or order, having the effect of law, or in order to carry out the intent or purpose of any law or regulation or to acquiesce to, or agree to, any such requirement, if such requirement or requested has never been included or made. Seller shall exercise any rights arising from default of Buyer or otherwise shall not be deemed to be a waiver of such right or any other right. The terms, conditions and limitations herein and on the face hereof.

12. LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF INCOME, PROFITS OR PROPERTY OR OTHER DAMAGE TO ANY PERSON OR ENTITY, INCLUDING, BUT NOT LIMITED TO THE BIDDER'S PERSONAL PROPERTY, including, but not limited to, any laws, ordinance, regulations directives, or administrative or governmental rule or order, having the effect of law, or in order to carry out the intent or purpose of any law or regulation or to acquiesce to, or agree to, any such requirement, if such requirement or requested has never been included or made. Seller shall exercise any rights arising from default of Buyer or otherwise shall not be deemed to be a waiver of such right or any other right. The terms, conditions and limitations herein and on the face hereof.

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