1. ACCEPTANCE: PURCHASE ORDER CONSTITUTES ENTIRE AGREEMENT – This Order constitutes the Buyer's offer and shall be accepted by the Provider only in accordance with the terms hereof. Any acceptance herein of an offer of the Provider, or any confirmation herein of a prior agreement between the Buyer and the Provider shall be rendered void if the Provider's offer or acceptance is not expressly embodied and incorporated in the Provider's signature or is otherwise in writing. A separate invoice and duplicate shall be rendered for each separate order or for each shipment, if more than one (1) is made on one (1) order. No invoice shall be delivered by the Provider to any employee of the Buyer. An itemized delivery ticket, bearing the Buyer's Purchase Order number, shall be delivered with each shipment. The date of delivery shall be the date on the invoice or the date of delivery of the goods, materials, equipment and/or services. In case of errors on an invoice, the payment discount period shall date from the receipt of corrected invoices. If the Buyer has paid any amount on any invoice, the Provider shall refund the purchase price, any and all charges associated in connection therewith.

2. SERVICE AND PERFORMANCE – Goods, materials, equipment and/or services delivered by the Provider to the Buyer without an Order from the Buyer shall be the sole responsibility of the Provider.

3. PAYMENT – Buyer reserves the right to reject any or all deliveries if the Provider is not in full compliance with the Specifications in force on the date of delivery. Risk of damages or loss following shipment and prior to official acceptance by the Buyer shall be the responsibility of the Provider.

4. RIGHT OF INSPECTION / REJECTION – Goods, materials, equipment or services purchased shall be subject to Buyer's inspection and approval within a reasonable time after delivery. Provided that any rejection or acceptance of the goods, materials, equipment or services shall be done without any prejudice to the Provider. Any decision of the Buyer to accept or reject the goods, materials, equipment or services shall be at the sole responsibility of the Provider and under no circumstances shall the Buyer be held liable or responsible for any payment of such.