

TERMS AND CONDITIONS OF PURCHASE ORDER

The Principia ("Buyer") and Seller agree that this Purchaser Order is subject to and includes the following terms and conditions:

ATTACHMENTS: All specifications, plans, and/or attachments referred to in this Purchase Order shall form a part of the Purchase Order.

OFFER AND ACCEPTANCE: This Purchase Order contains the entire agreement between Buyer and Seller, and becomes a contract on the earlier of signed acknowledgment by Seller, commencement of performance, or shipment according to schedule of all or any portion of the goods covered by this Order. No changes shall be made to this Purchase Order unless agreed to in writing by Buyer. Failure of either party to enforce any of such party's rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder.

QUANTITIES: Any quantity shipped in excess of the quantity Ordered here is subject to Buyer's rejection and return at Seller's expense.

PRICE: If price is omitted on this Purchase Order, except where Purchase Order is given in acceptance of quoted prices, it is agreed that Seller's price will be the lowest prevailing market price or, if lower, the price last previously quoted or charged Buyer by Seller. If Seller's quoted prices offered to anyone for goods covered hereunder are, at the time of this shipment, reduced by rebate, price reduction, discount or otherwise, Seller agrees that the price hereunder will be reduced accordingly. This Purchase Order shall not bind the Buyer for an amount in excess of that noted on the face of this Purchase Order. In case goods of a value in excess thereof is forwarded to the Buyer hereunder, Buyer may at election retain the goods at the invoice price, or return the goods to the Seller at Seller's expense. No additional amount shall be charged Buyer on account of taxes or other costs or charges levied on Seller. Seller certifies that the prices herein are not higher than any price being charged to other non-profit organizations purchasing identical goods on any similar or smaller quantities at this particular time and do not discriminate against Buyer. Quoted prices are not subject to increase without Buyer's prior written consent

PERFORMANCE: Time is of the essence on this Purchase Order. If delivery is not effected by the date or dates indicated, or is otherwise nonconforming, Buyer reserves the right to cancel the Purchase Order or remainder thereof, and purchase the goods elsewhere, and charge the Seller with any loss incurred through Seller's failure to deliver.

WARRANTIES: Seller warrants that any goods furnished under this Purchase Order will conform to the specifications, drawings, samples or descriptions agreed to by Buyer; will be free from defects in material or workmanship; and will not infringe upon the patent, trademark, copyright or other rights of any third party. The Seller warrants Seller has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this Purchase Order. If the Seller has been informed of the intended use of goods purchased, Seller warrants that the goods furnished hereunder are suited and appropriate for such use. Seller agrees to forever indemnify Buyer, its officers, employees and agents, from and against all claims, suits, damages, losses, liabilities or expenses of any kind, including reasonable attorney's fees, arising out of a breach of this warranty. This warranty shall survive any inspection, delivery, acceptance, or payment by Buyer for goods or service purchased hereunder.

CASH DISCOUNT PERIOD: The cash discount period shall be calculated from the date that an acceptable invoice (see INVOICE AND PAYMENT paragraph) is received by Buyer in accordance with instructions on the face of this Purchase Order, or from the date the goods are received, checked, and found to be in acceptable condition, whichever is later.

RISK OF LOSS: Risk of loss or damage to the goods prior to the time of receipt of the goods by Buyer is upon the Seller.

ACCEPTANCE OF GOODS: Acceptance shall be after inspection and testing, or no later than 30 days after delivery, whichever is sooner. Testing will include having the goods perform acceptably to Buyer under Buyer's normal usage. Payment should not be construed as acceptance, and signature of Buyer's receiving agent at time of delivery should not be construed as acceptance of goods or of any terms that conflict with this Purchase Order. All goods which are discovered to be defective or which do not conform to any warranty or specification of the Seller upon initial inspection, or at any later time if the defects contained in the goods weren't reasonably ascertainable upon the initial inspection, may be returned to the Seller for full credit or replacement. All transportation charges on rejected goods, both to and from the original destination, shall be at the expense of Seller. No goods returned as defective shall be replaced by Seller without Buyer's written authorization.

PACKAGING: Buyer will not be liable for any charges for drayage, packing, cartage, boxing, crating, or storage, unless specifically agreed to herein.

INVOICE AND PAYMENT: Invoices must be mailed to Buyer's address shown on the face of this Purchase Order. Invoices used as packing sheets, or which are submitted in any other way which is inconsistent with the requirements of this Purchase Order, may not be honored promptly. Description, unit price, F.O.B., and terms on invoice must be consistent with this Purchase Order. Buyer's Purchase Order number must be shown on all packages, shipping papers, invoices, and correspondence that pertain to this Purchase Order.

HOLD HARMLESS AND INDEMNIFICATION: Seller agrees to forever indemnify and hold harmless Buyer, its officers, employees and agents, from and against all claims, suits, damages, losses, liabilities, or expense of any kind, including reasonable attorney's fees, involving injury or death, damage to property, or any other harm, which arises out of or results from the negligence or other act or omission of the Seller, Seller's officers, employees, agents or contractors, in the performance of the Purchase Order.

INSURANCE: When installation is to be made by employees or agents of Seller, upon the request of Buyer, Seller will deliver to Buyer, in advance, evidence of adequate public liability, workmen's compensation, and motor vehicle insurance satisfactory to Buyer.

LIENS: Upon request of Buyer, Seller shall furnish Buyer with written proof of payment of all costs of labor, material and other charges that entered into the cost of the goods by Seller, including Seller's agents and contractors, which proof shall be in the form of waiver of lien, and Seller hereby waives and relinquishes all liens and claims statutory or otherwise, which Seller now has or may hereafter having arising hereunder.

GOVERNING LAW AND ASSIGNMENT: This instrument shall be construed under the laws of the State of Missouri, and shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of each of the parties hereto. Seller shall, however, make no assignment of any right, obligations, or duties hereunder without Buyer's prior written consent and any attempted assignment without Buyer's prior written consent will be void.

COMPLIANCE: Buyer may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.