



**GLEN DENIN
BROTHERS, INC.**
ESTABLISHED 1865

CONDITIONS AND STIPULATIONS

1. TERMS AND CONDITIONS: Any shipment made pursuant to this order or any acknowledgement whether containing different or additional terms or not will constitute acceptance of this purchase order on the exact terms, conditions, and stipulations hereof or attached by Buyer hereto, which represent the entire contract between the parties and which may not be amended, modified or rescinded except by written agreement signed by an authorized representative of each party expressly referring to this order.

2. FORCE MAJEURE: Buyer may cancel, without liability, any unshipped portion of this order or uncompleted portion of any services if buyer finds it impractical to accept material or services due to causes beyond its control, including without being limited to, fires, floods, labor troubles, strikes, breakdowns, act of God or act of any government. Seller, with consent of buyer, shall have the same privilege if buyer determines as a matter of fact that seller is unable to deliver or perform and such inability is due to causes beyond seller's control, including, but not limited to, fires, floods, labor troubles, strikes, breakdowns, act of god or act of any government, provided, however, that if buyer does not consent, Seller's performance hereunder shall be excused during the period of seller's inability to perform due to such causes and seller's performance hereunder shall be extended by such period. In the event of any such cancellation, Seller will immediately refund to buyer that portion of the purchase price applicable to the cancelled portion of this order which has been paid by the cashing or deposit of the order for payment of money attached hereto.

3. WARRANTY: Seller represents and WARRANTS that the goods, materials and articles furnished under this order are merchantable and are fit for use for the particular purposes for which they are purchased by buyer and are free from all defects in design, workmanship, and material and are in strict accordance with the specifications, and/or to samples, drawings, designs or other specifications hereof approved or adopted by buyer, unless otherwise agreed in writing. Buyer retains its right to reject any goods, materials or articles which are not as warranted for a period of one year after receipt. In the event of rejection of said goods, materials or articles buyer shall as its option hold such goods, materials, or articles at seller's expense for seller's disposition or shall return them to seller at seller's expense. Any goods, materials or articles so rejected shall, at buyer's option, either be replaced or repaired by Seller at no additional cost to buyer or seller shall refund the purchase price and transportation costs applicable thereto. Buyer reserves the right to cancel this order without liability except for goods, materials and articles shipped and finally accepted if any of the goods, materials or articles are not as warranted herein, or if they are not shipped in compliance with the schedule specified herein.

These **WARRANTIES** and **REMEDIES** are in addition to. And shall not be construed as restricting or limiting any warranties or remedies of the buyer, express or implied, in this order to which are provided by law or exist by operation of law.

4. MANIFEST: Seller agrees to include with each shipment a complete detailed list of all items contained therein and mail a copy of same to consignee at destination address at the time shipment is made.

5. PREPAID TRANSPORTATION CHARGES: If transportation charges are prepaid by seller and charged to buyer, the amount thereof must be separately stated on the invoice part of check for the goods (not billed separately) and must be supported by receipted transportation bills.

6. EXTRA OR ADDITIONAL CHARGES: Buyer will not pay any extra or additional charges of any kind unless authorized herein or subsequently agreed to by the buyer in writing.

7. WAIVER: Buyer's payment of all or any part of the purchase order price shall not constitute a waiver of any of Buyer's rights hereunder.

8. PATENT INFRINGEMENT: Seller guarantees that buyers purchase, use or sale of the goods furnished on this order, in the form in which furnished to buyer, will not infringe any valid patent, and seller agrees to defend any claim, action or suit that may be brought against buyer for patent infringement and to hold buyer harmless against all judgements, decrees, damages, cost and expenses recovered against buyer or sustained by buyer on account of any such actual or alleged infringement.

9. PATENT DISCLAIMER: Seller agrees that if the articles designated in this order are to be manufactured by seller in accordance with any ideas, designs or specifications, the essential, secret, or novel features of which originated with buyer or were developed by buyer or are owned or controlled by buyer (a) Seller will not disclose any such essential, secret or novel features to anyone and (b) Seller will not file, or attempt to file, any application for a patent thereon and (c) seller will upon buyers request, execute any document necessary or desirable to confirm title thereto in buyer. If this order requires seller to develop or design any article in order to perform this order, Seller agrees that all rights in such development or design shall belong to buyer.

10. TAXES AND OTHER EXACTIONS: Seller agrees to assume exclusive liability under all laws that impose taxes or exactions on the manufacture or sale of the materials covered hereby, or on any component party thereof, or on any process of labor involved therein, or any service to be performed by seller. Any taxes which Buyer by law is required to pay shall be separately stated on invoice. Prices shall not include any taxes for which Seller can obtain or Buyer can furnish exemption.

11. COMPLIANCE WITH APPLICABLE: Seller agrees to comply with all applicable laws and municipal ordinances; and all rules and regulations thereunder, and all provisions required thereby to be included herein are hereby incorporated herein by reference including, without limitation, the fair labor standards act, the Walsh-Healey Public Contracts Act, the Occupational Safety and Health Act and Procurement Regulations of the United States Government, its agencies and instrumentalities where applicable. Seller agrees to indemnify and hold Buyer harmless from any loss, damage or liability resulting from seller's breach hereof.

12. CANCELLATION: Buyer may at its option cancel any unshipped merchandise or uncompleted portion at any time whether or not seller is in default. Cancellation for default shall not be deemed to be in lieu of a waiver by buyer of any other right or remedy which buyer may have. If Buyer exercises its right to cancel other than for default of seller or as provided in paragraph 2 above then: (a) If the order covers standard stock merchandise, Buyer's only obligation to seller shall be to pay for merchandise shipped prior to the cancellation. (b) If this order covers merchandise manufactured or fabricated to Buyer's specifications or specifications prepared by the seller for buyer then upon receipt of notice of cancellation, Seller shall stop all performance hereunder, except otherwise directed by buyer in such notice and buyer's only obligation to seller shall be to pay to seller; (i) the costs incurred by seller in connection with this order prior to the date of cancellation, (ii) six percent (6%) of the foregoing costs in lieu of profit, and (iii) such other costs including cancellation payment, title to any materials or uncompleted merchandise shall pass to buyer. (c) In the event of cancellation under this clause, Buyer shall promptly refund to Seller that portion of the purchase price applicable to the cancelled portion and such refund shall not be deemed to be in lieu of any of Buyer's other rights and remedies in the event the cancellation was for default.

13. ADVERTISING: Seller shall not, by means of news release, radio or television announcements, sales literature, circulars or brochures, advertise or publish the fact that Seller has contracted to furnish Buyer the material herein ordered without first obtaining the written consent of Buyer.

14. WARRANTY PRICE: Seller warrants that the prices of the goods and services set forth in this order do not exceed those charged by Seller to any other customer purchasing the same or similar goods or services irrespective of the quantity involved. Notwithstanding the price or other terms contained herein, if, during the course of the performance and delivery of the goods and services covered by this order, the seller grants more favorable prices, terms or other conditions on sales of the same or similar goods and services to other customers. Seller shall at once notify buyer and buyer shall at its option be entitled to receive the more favorable price, terms or other conditions as to the unfilled portion of this order.

15. NON-DISCRIMINATION IN EMPLOYMENT:

(a) EQUAL EMPLOYMENT OPPORTUNITY: Unless exempted by federal laws and regulations, seller agrees and certifies to Buyer that in performance of the work under this order seller will do the following: 1) Seller will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin as required, 2) Seller will not discriminate against any employee or applicant for employment because of age or sex unless age or sex is a bona fide occupational qualification, 3) Seller will comply with all provisions of Executive Order 10925, Executive Order 11114, and Executive Order 11246 and amendments, revisions and supplements thereof, and of the rules regulations, opportunity, and 4) Seller will insert the aforesaid provisions in all nonexempt subcontracts. **(b)**

CERTIFICATION OF NON-SEGREGATED FACILITIES: Seller certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, there segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this order. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker room and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which have segregated by explicit directive or are in fact local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he will retain such certification on his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods) **(c) NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES:** A certification of non-segregated facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the secretary of labor (22 federal regulation 7439, May 19, 1967) must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e... quarterly, semi-annually, or annually) (Mar. 1968). (Note: The penalty of making false statements in offers if prescribed in 18 USC 1001.)

16. INSOLVENCY: Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of the seller, the filing of a voluntary petition in bankruptcy, the filing of any involuntary petition to have the seller declared bankrupt provided it is not vacated within thirty (30) days from the date of filing, the appointment of a receiver or trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of filing; the execution by Seller of an assignment for the benefit or creditors.

17. GOVERNING LAW: This purchase order and any ensuing contract or transaction shall be governed by, construed and enforced in accordance with the laws of state of Maryland without regard to its choice of law provisions. The courts of Baltimore, Maryland and/or the United States District Court for the State of Maryland shall have exclusive jurisdiction over the Parties with respect to any dispute or controversy among them arising under or in connection with this transaction or purchase order. The parties hereto agree to submit to the exclusive jurisdiction of the state and/or Federal courts in Baltimore, Maryland and to waive trial by jury.