1. GOVERNING TERMS: These terms and conditions and those stated in Seller’s proposal, quotation or acknowledgement elsewhere, (“These Terms”) shall exclusively govern the transaction(s) of sale of goods or services between Buyer and Seller. Any variations, modifications or additions to These Terms shall only be binding upon Buyer if made in writing signed by an authorized representative of Buyer.

2. PRICES, PERKS AND TAXES: Except as otherwise provided, prices in Seller’s proposal or quotation are valid for (14) days, subject to purchase of material and orders, and subject to change upon furnishing (12) days’ notice to Buyer. Material and orders are subject to change without notice and Seller reserves the right to adjust prices in effect on order placement. All prices are exclusive of all and any state, federal or government fees. Seller shall deliver any below cost or work without profit. Seller reserves the right to charge for any cost or expense, including attorney fees, incurred in the course of its services. Seller shall not be responsible for the accuracy of shipping weights, which are current only within the limits necessary for estimating charges.

3. TIME FOR DELIVERY: All shipping and delivery dates or estimations stated by Seller are approximate projections only. UNLESS OTHERWISE AGREED, NO SHIPMENT WILL BE MADE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF ANY DELAY IN DELIVERY OF GOODS OR SERVICES.

5. SELLER INSPECTION AND TESTING: Seller’s inspection standards and test procedures will be performed on its behalf by independent laboratories. The Buyer shall pay all costs and expenses incurred in connection therewith. The standard shall not be construed to be an inspection for the purpose of determining the amount of any claims or damages. Buyer reserves the right to inspect the execution of all work or services performed by Seller at any time, and to assess the amount of any damages incurred thereon. The Buyer shall not be required to pay for inspection, or any other similar costs, that it deems unnecessary. All work or services performed by Seller shall be in accordance with the specifications and plans and shall be performed in a workmanlike manner. The Buyer reserves the right to reject any work not in accordance with said specifications and plans and to return it without liability to Buyer. The Buyer reserves the right to make any changes in material or its design which it deems to be necessary, but there is no obligation to do so. In the event of such changes, all work, materials, or equipment furnished by Seller shall be in accordance with the changes and specifications, including, but not limited to, the requirements of any similar laws, regulations, or orders, and shall be deemed to be in conformity with these terms.

7. PROPRIETARY RIGHTS: All rights in and to the Buyer’s trade secrets, know-how, and confidential information shall be owned by the Buyer and shall be kept confidential by Seller. Seller shall use all reasonable efforts to keep the information confidential, but shall have no obligation to do so. In the event of any breach of these terms, Seller shall be liable to the Buyer for any damages sustained as a result.

12. INSURANCE: Seller shall provide such insurance as is reasonable and customary for the work being performed and that is required by governmental authorities or other persons or entities having an interest in the work. Seller is responsible for all insurance covering the work, which includes but is not limited to the work, materials, equipment, and labor. Seller shall provide insurance in accordance with the requirements of governmental authorities or other persons or entities having an interest in the work.

13. SUBCONTRACTING: If Buyer shall subcontract any part of the work to be performed, Buyer shall promptly notify Seller, and Buyer shall be responsible for the work of such subcontractor. Seller shall have no liability to the Buyer for any acts or omissions of the subcontractor.

14. LIMITATION OF LIABILITY: Seller’s liability to Buyer or any other party, whether in contract or tort, shall be limited to the amount paid by Buyer to Seller for the services performed by Seller. Seller shall not be liable for any special, incidental, or consequential damages, including, but not limited to, loss of income or profits, or any other loss or damage arising from any cause whatsoever.

15. WAIVER: No waiver by Seller of any breach of these Terms shall constitute a waiver of any other breach or of such provision. Seller’s failure to object to or disapprove any communication from Buyer shall not be deemed a consent to such a waiver or a waiver of any other provision of these Terms.

16. TERMINATION: Seller may, at its sole and exclusive election, warn any one or more of the following: (a) Any breach of these Terms; (b) Any failure to perform any obligation hereunder; (c) Any failure to deliver any goods or services hereunder; (d) Any failure to pay any amount due hereunder; (e) Any breach of any warranty, representation, or covenant hereunder; (f) Any breach of any covenant contained in any other agreement between Buyer and Seller; (g) Any other breach of these Terms. Seller shall have the right to terminate these Terms at any time and without notice.

17. GOVERNING LAW: The laws of the Commonwealth of Pennsylvania shall govern these Terms and any dispute arising hereunder. Any dispute arising hereunder shall be settled by arbitration administered by the American Arbitration Association of the Eastern District of Pennsylvania. The arbitration shall be held in Philadelphia, Pennsylvania and the award shall be final and binding on the parties. The costs of arbitration shall be borne equally by the parties. Upon the conclusion of the arbitration, the parties shall execute a mutual release, and the arbitration agreement shall be terminated.

18. NO WAIVER: No waiver by Seller of any breach of these Terms shall constitute a waiver of any other breach or of such provision. Seller’s failure to object to or disapprove any communication from Buyer shall not be deemed a consent to such a waiver or a waiver of any other provision of these Terms.