



PURCHASE ORDER CONDITIONS AND SPECIFICATIONS:

1. Time is of the essence. Buyer reserves the right to cancel this order without liability if delivery is not made or if the delivered goods do not conform with all instructions/specifications contained herein. Shipments will be accepted up to 5 days prior to the delivery dates specified in the purchase order but may result in delay of payment and will be based on the delivery dates specified in the purchase order. Shipments received after the delivery dates specified in the purchase order are considered late and will affect the sellers rating.
2. Seller warrants that all goods or services to be provided: (a) will conform to all specifications, drawings, samples and descriptions furnished to or specified by Buyer, including but not limited to compliance with the requirements defined in the 'Morgan Bronze Products - Supplier Quality Manual' (for Aerospace suppliers, as defined in the Morgan Bronze Products – Aerospace Supplemental Purchase Order Manual); (b) will be free from defects in materials, workmanship and design; and (c) will be of merchantable quality and fit for the purpose intended. Seller will defend, indemnify and hold Buyer harmless for any claims, losses, damages and expenses arising out of any failure of the goods to comply with Seller's warranties.
3. All tools, dies, molds and similar devices paid for by Buyer shall be surrendered to Buyer upon demand.
4. Buyer shall have all remedies allowed by law, including (but not limited to) those described above. No waivers or modifications hereof shall be effective unless in writing and signed by Buyer's authorized agent.