

CMP CORPORATION VENDOR TERMS AND CONDITIONS

Acceptance

This Order constitutes Buyer's offer and may be accepted by the seller (or Contractor where applicable) only in accordance with the terms thereof. This order must not be filled at a higher price than specified without written approval. Substitution of goods or shipping any quantity greater than or less than the listed quantity will not be allowed without prior written approval. Otherwise, CMP Corporation reserves the right to reject at no expense to Buyer. If this order is not priced, it shall not be filled at prices higher than those last quoted and charged Buyer for the same articles. Charges for boxing, packaging, or cartage will not be allowed or paid by Buyer unless otherwise expressly stated on this order. All part numbers, models numbers, serial numbers, and other specifications on goods furnished on this order must be printed on Seller's invoice. All invoices must be mailed to CMP Corporation P.O. Box 15199, Oklahoma City, OK 73155-5199 USA.

Assignment

Neither this order nor any interest therein nor any claim arising hereunder shall be transferred or assigned by Seller without the prior written consent of the Buyer.

Delivery

Unless otherwise agreed, delivery shall be f.o.b. point of destination and title shall pass to the Buyer upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by Buyer shall be the responsibility of the Seller. Sellers are required to provide 100% On-Time delivery of their goods. Delinquency in making shipment will be considered cause for cancellation of order and/or rejection of goods at no expense to Buyer.

Quality and Inspection

All goods will be subject to Buyer's inspection and approval. Goods furnished must meet current product revisions. Seller warrants that all goods or services furnished pursuant to this order will be free from defects in goods and/or workmanship and will be in conformity with the requirements of this order, including but not limited to drawings and specifications. Delivery will be refused if goods do not meet quality standards or does not conform to the goods listed on the purchase order. All goods will be inspected within a reasonable time of receipt and returned for credit within if goods does not meet quality standards or does not conform to goods listed on purchase order. Any such returns will be shipped at the seller's expense.

Patent Indemnity

Seller warrants that the sale or use by the Buyer of goods specified herein will not subject Buyer to charge of patent infringement, and further agrees to hold Buyer harmless against any and all results of such charges.

Contractors

Supplier will furnish certificate of insurance meeting CMP Corporation's requirements before performing any work on CMP Corporation's property.

Acceptance of this order is limited to the terms and conditions above. No deviation from the terms and conditions will be accepted.