



NEW VISION PURCHASE ORDER TERMS & CONDITIONS

ENTIRE AGREEMENT:

The provisions of this order are the result of negotiations between the parties. Such provisions therefore, supersede any prior dealings between Buyer and Seller, and the rights and remedies contained here shall be governed without regard to any such course of prior dealings. Seller has satisfied himself as to the nature of the work, the character, quality and quantity of materials and equipment which will be required, and all matters which can in any way affect performance hereunder.

ACCEPTANCE:

Acceptance of this order or the furnishing of any products or acceptance of any payment by Seller under this order constitutes an unqualified acceptance by Seller.

PAYMENTS:

Upon the submission of proper invoices, Seller shall be paid the prices stipulated by New Vision LLC. purchase order for supplies delivered and accepted, or services rendered and accepted within the payment terms of the order.

PACKAGING AND TRANSPORTATION:

All items shall be packaged for ease of handling and in such a manner as to assure their protection during shipment and storage unless otherwise specified on the face of this order. Prices set forth in this order include all charges for packaging and transportation to F.O.B. point (Seller's Destination).

CHANGES:

Buyer shall have the right at any time before completion of this order to make changes in drawings, designs, specifications, methods of shipment, packaging and place of delivery. If any such changes cause an increase or decrease in the cost of, or the time required for performance of this order, or otherwise affect any other provision of this order, and equitable adjustment shall be made and the order modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing, within (30) days from the date of receipt by Seller of the notification of change, provided, however, that Buyer, if he decided that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this order. Nothing contained in this clause shall relieve Seller from proceeding without delay in the performance of this order as changed.

ASSIGNMENT AND SUBCONTRACTING:

- Monies due to Seller under this order may not be assigned in whole or in part by Seller without the prior written consent of Buyer. To the extent that any law, statute, regulation, or the decision of any court, commission or regulatory body may or shall contain a contrary provision. Seller hereby waives the right to assert such contrary provision in support of any assignment.
- Seller shall not subcontract without Buyer's written consent, any portion of the work to be performed under this order other than the amount and of the nature indicated in Seller's quotation.

WARRANTY-PRODUCT:

Seller warrants that all articles furnished hereunder shall be free from all defects in materials and workmanship and shall conform to drawings and specifications.

PROPRIETARY INFORMATION AGREEMENT:

Seller hereby agrees that all technical information contained in documents, drawings, publications, specification, schedules and the like received from Buyer for the performance of this order is received in confidence and is the proprietary property of Buyer, and that such information will not be transmitted, reproduced, used or disclosed to any person or organization by Seller (except as may be necessary for the performance of work required to be done under this order with Buyer) without the express prior written approval of Buyer.

RESPONSIBILITY FOR PROPERTY:

Unless otherwise specified, Seller shall be liable for any loss or destruction or damage to property of the Buyer and shall be responsible for returning any such property in as good condition as when received except for reasonable wear and tear and for the utilization of it in accordance with the provisions of this order.

LABOR DISPUTES:

Whenever an actual or potential labor dispute delays or threatens to delay the performance of this order, Seller shall immediately give notice thereof, such notice shall be confirmed in writing and shall contain all information relevant to the dispute. Seller agrees to include this paragraph in all subcontracts issued under this order. Any dispute arising under this order that is not settled by agreement of the parties, or pursuant to the administrative relief provided for in the following paragraphs, may be settled by recourse to appropriate legal remedies, in accordance with the laws of the State of California.

VARIATION IN QUANTITY:

No variation in quantity as identified by the purchase order following award of contract shall be allowed

DRAWING IN POSSESSION OF SELLER:

Buyer's records indicate that all drawings and specifications required for performance under the purchase order are in possession of the Seller. In the event this is not the case, it is the Seller's responsibility to obtain from the Buyer the required drawings and specifications.

MATERIAL SAFETY DATA SHEETS:

In accordance with General Industry Safety Orders, Seller will furnish material safety data sheets (MSDS) for materials ordered per the purchase order.