1. Acceptance Of Order.
1.1 Written acknowledgement or commencement of performance by Seller of this Order, whichever occurs first, shall constitute acceptance of this Order. The Order is identified herein as “Order” or “Order(s)” and specifications herein as “Terms” and on the face herein, including any specifications, drawings or other documents referred to in this Order. “Buyer” and “Seller” shall be construed in accordance with their respective roles as described on the face of the Order. If the Order is transmitted electronically, then the Order exists as of the time the Order is transmitted electronically and is deemed to have been accepted by Seller.

2.4 Further, by accepting this Order, Seller represents that the price(s) to be charged for any Product, Service or Software is not in excess of the price charged to other customers for a Product, Service or Software of comparable quality, quantity, and channels of distribution.

3.3 Where any tax included was not required, Seller shall notify Buyer and promptly take all actions that may be necessary to refund any overcharge to Buyer. Where any tax included was required, Seller shall notify Buyer and promptly take all actions that may be necessary to collect any undercharge from Buyer.

4.2 In no event will Seller be deemed to have accepted this Order by delivery of the Product, Services or Software to Buyer, unless the Order is specifically identified in the shipping documents as a Buyer-destroyable copy of this Order. In the event of an order cancellation, Buyer’s return costs will be at Seller’s expense, to enable Buyer to obtain, perfect, defend, and enforce its rights in and to all such proceeds. Buyer shall have the right to resell the Product, Services or Software, to the extent necessary to recover Buyer’s costs and to resolve any claim of Buyer for unfulfilled shipments.

5.7 Seller shall maintain and carry insurance coverage adequate to cover Seller’s obligations to Buyer under this Order. Seller agrees to indemnify, defend, and hold Buyer harmless from any loss, damage, or injury to persons or to property, including electrical power interruptions, or loss or expense sustained by Buyer resulting from Seller’s default of any of its obligations hereunder, save and except to the extent Buyer, as an insured party, is covered thereunder.

6.3 Seller will ship at Seller’s expense all Buyer Property in good condition, ordinary wear and tear excepted, to Buyer, together with the applicable Buyer Property identification, ship to company name/address, invoice date, item number, description of goods and other packaging information that Buyer may require. Seller will ship all Buyer Property by means of the carrier designated by Buyer or, in the absence of such direction, by the most direct route to Buyer’s ship-to location or Buyer’s storage facilities. If Seller does not comply with this provision, Buyer may elect to take possession of the Buyer Property and to ship it directly to Buyer at Seller’s expense (including reasonable out-of-pocket costs to Buyer), in which case Buyer may assess all reasonable costs so incurred to Seller and such costs shall be in addition to Buyer’s right to recover any damages or other remedies hereunder. Seller waives any right of stoppage in transit with respect to any Buyer Property. Seller will ship at Seller’s expense all Buyer Property to Buyer in the same condition and to the destination specified in Buyer’s order.

11.2 Seller hereby assigns (and agrees to cause to be assigned) to Buyer, as a security interest, all rights, title, interest and ownership in, to, and under the following: (i) all materials, products, services, software, designs, drawings, descriptions of items, or other copyrightable material, marks, works, improvements, fixtures, and equipment now or hereafter owned or used by Seller in the performance of the Order, or resulting therefrom, (ii) all proceeds and products arising from or in any way connected with the sale or disposition of any of the items of personal property or any material or other items used in the performance of the Order, and (iii) the proceeds derived therefrom. In the event of any such assignment, Buyer will cause all amounts payable to Seller to be payable to Buyer. Seller also agrees to sign such documents or assist Buyer in taking any action as Buyer may reasonably require, in order to give Buyer protection such as is customarily given by mortgagors and sellers of chattels in respect of their security interests.

16.3 If any claims or disputes are alleged to exist between the parties to this Order, all such claims or disputes shall be subject to arbitration, and no party shall assert any right to bring any action, proceeding or claim for any such claims or disputes in any court of law.

20. Disputes; Default; Remedies; Attorney’s Fee; Survival.
20.1 If a receiver is appointed for Seller, or if Buyer obtains a judgment for the recovery of its money from Seller, then the fees, costs and expenses incurred by Buyer in connection with such receiver or judgment shall be paid by Seller to Buyer. If Buyer’s expenses do not exceed $500, Buyer shall have all rights it has against Seller without prejudice to any other rights or remedies it may have against Seller, but exceeding $500, Buyer may recover all such expenses from Seller.

3.1 Buyer may, at Seller’s expense, make an electronic information exchange as a substitute for a signature, in accordance with Section 2.13 of the terms and conditions contained herein, or otherwise, all rights and remedies of Buyer in the Order shall continue to apply to the Order(s) that were placed via electronic information exchange.

1.2 Written acknowledgement or commencement of performance by Seller of this Order, whichever occurs first, shall constitute acceptance of this Order. The Order is identified herein as “Order” or “Order(s)” and specifications herein as “Terms” and on the face herein, including any specifications, drawings or other documents referred to in this Order. “Buyer” and “Seller” shall be construed in accordance with their respective roles as described on the face of the Order. If the Order is transmitted electronically, then the Order exists as of the time the Order is transmitted electronically and is deemed to have been accepted by Seller.

2.1 Buyer may, at any time and from time to time, make an electronic information exchange as a substitute for a signature, in accordance with Section 2.13 of the terms and conditions contained herein, or otherwise, all rights and remedies of Buyer in the Order shall continue to apply to the Order(s) that were placed via electronic information exchange.

4.3 Seller will ship at Seller’s expense all Buyer Property in good condition, ordinary wear and tear excepted, to Buyer, together with the applicable Buyer Property identification, ship to company name/address, invoice date, item number, description of goods and other packaging information that Buyer may require. Seller will ship all Buyer Property by means of the carrier designated by Buyer or, in the absence of such direction, by the most direct route to Buyer’s ship-to location or Buyer’s storage facilities. If Seller does not comply with this provision, Buyer may elect to take possession of the Buyer Property and to ship it directly to Buyer at Seller’s expense (including reasonable out-of-pocket costs to Buyer), in which case Buyer may assess all reasonable costs so incurred to Seller and such costs shall be in addition to Buyer’s right to recover any damages or other remedies hereunder. Seller waives any right of stoppage in transit with respect to any Buyer Property. Seller will ship at Seller’s expense all Buyer Property to Buyer in the same condition and to the destination specified in Buyer’s order.