“Buyer” shall mean the Celeros Flow Technology entity named in the Order which is buying the goods and/or services. “Seller” means the company who accepted Buyer’s offer or is named in the Order.

1. ACCEPTANCE. These Global Terms and Conditions of Purchase (“Terms”) shall be incorporated as part of and shall apply to all purchases of goods and/or services under any Purchase Order or agreement between Buyer and Seller. The仅仅 expressed in the offer or counteroffer is expressly made conditional on acceptance of these Terms and the other provisions included in the Order. Buyer hereby accepts any additional or different terms contained in any of Seller’s bid, quotation, proposal, acknowledgement, invoice, or other forms or in any other communication previously or hereafter provided by Seller to Buyer. No such additional or different terms or conditions will be of any force or effect. Upon acceptance, the Order, including these Terms, constitutes a binding contract between Buyer and Seller. Buyer, by acceptance of the Order, agrees to purchase goods and/or services from Seller on the terms and conditions of this Order and the Terms. Seller shall not be bound by any modification of the Order or these Terms except as otherwise agreed by Buyer in writing.

2. DELIVERY, SCHEDULE, AND FORCE MAJEURE. Buyer requires on-time deliveries and/or performance; accordingly, TIME IS OF THE ESSENCE OF THE ORDER. Seller shall notify Buyer in writing of any actual or anticipated delays immediately upon discovery. Such notice shall include a description of the cause of the delay, the estimated period of delay, and corrective actions that may be envisaged and/or being taken. Seller shall deliver the required goods to the named place specified in the Order (Incoterms® latest edition) and/or complete performance of the work under the Order on or before the dates specified on the face of the Order. If on the dates specified, any of the performance by Seller or its suppliers, Seller shall provide, at Seller’s expense, all reasonable facilities and assistance to Buyer or its inspection personnel. Seller shall continue performance under the Order. (d) Any termination by Seller will be in accordance with these Terms; (e) Buyer’s sole responsibility. Seller shall not anticipate delivery by purchasing materials or manufacturing goods in excess of what is reasonably required to meet Buyer’s delivery schedule. Items received in advance of such schedule may, at Buyer’s option, be returned to Seller at Seller’s risk and expense.

3. DOCUMENTATION. All invoices for goods must reference the Order number, quantity of pieces in the shipment, number of cartons or containers in the shipment, bill of lading number, and other information required by Buyer. For international shipments, Seller shall include a customs valuation invoice with a master packing slip and shall furnish all other required export/import documents. Export and trade credits shall belong to Buyer. If applicable, Seller shall furnish (a) all documentation required to obtain export credits and customs; (b) certificates of origin of goods shipped; (c) on request, a bill of lading or airway bill; and (d) other related documents specified in the Order or as may be reasonably requested by Buyer or its customer to support the goods or services being provided under the Order. Seller warrants that the contents of such documents shall be true and accurate. All documentation and software including any operating and maintenance manuals, schematics, and other such manuals and data sheeting must be in the English language and be legible. Seller shall order the goods, and neither the delivery of goods nor the completion of services shall be deemed to have been achieved by the Seller unless and until such documentation and software has been delivered complete and correct.

4. INSPECTION AND REMEDIES. (a) All delivered goods and services must comply with Buyer’s Quality Manual as well as requirements contained in the Orders and Seller’s quality management system. Buyer’s or Seller’s representative may be present at Buyer’s or Seller’s process or finished goods. Buyer’s representatives or agents may enter the premises of Seller or its suppliers, Seller shall provide, at Seller’s expense, all reasonable facilities and assistance to such inspectors. Seller shall maintain a test and inspection system acceptable to Buyer and shall maintain documentation of the test and inspection system. Seller shall provide all reasonable facilities and assistance to Buyer or its inspection personnel. Seller shall provide all reasonable facilities and assistance to Buyer or its inspection personnel. Seller shall continue performance under the Order. (d) Any termination by Seller will be in accordance with these Terms; (e) Buyer’s sole responsibility. Seller shall not anticipate delivery by purchasing materials or manufacturing goods in excess of what is reasonably required to meet Buyer’s delivery schedule. Items received in advance of such schedule may, at Buyer’s option, be returned to Seller at Seller’s risk and expense.

5. WARRANTY. (a) In addition to any other express or implied warranties provided by law or otherwise, Seller warrants with respect to goods and services provided under the Order that (i) Seller has clear title, free of all liens and encumbrances; (ii) there are no claims of third parties of any nature whatsoever arising out of or related to the goods or services; (iii) all goods (including without limitation hardware, software, firmware, and systems consisting of goods working together) and services are new and in strict conformance with the specifications, drawings, samples, designs, or other descriptions furnished to or by Buyer, and shall be merchantable, of good quality and workmanship, free from defects in material, design, and workmanship, and fit for Buyer’s intended purpose for which it is purchased. (b) Seller shall submit to Buyer inspection in accordance with the requirements of the Order and shall fulfill the particular purpose intended; and (v) the sale or use of the goods or services covered by the Order shall not infringe or contribute to the infringement of any patents, trademarks, copyrights, or other proprietary rights. (b) These warranties provided by sub-sellers and manufacturers are available for the applicable Buyer’s benefit. Seller shall deliver a copy of each written warranty provided by sub-sellers and manufacturers to the applicable Buyer. (e) Remedies for breach of these warranties are cumulative and shall include those provided under these Terms and any available at law or in equity.

6. TERMINATION. (a) Buyer may terminate all or any part of its purchases under the Order, at any time and for any reason, without liability to Buyer, if Seller (i) fails to deliver goods or perform services within the time promised in the quasi-contractual agreement; (ii) Buyer is not satisfactory with Seller’s failure to conform to the requirements of the Order; (iii) Buyer is not satisfied with the use, or appearance, or quality, the performance, or durability of the goods or services; (c) Buyer is not satisfied with the use, or appearance, or quality, the performance, or durability of the goods or services; or (d) any infringement or contributory infringement of a patent, trademark, copyright, or other proprietary right. These remedies are in addition to any other remedies provided hereunder, at law, or in equity. Buyer’s inspection of goods, whether during manufacture, prior to delivery, or within a reasonable time after delivery, does not constitute acceptance of any work-in-process or finished goods. Buyer’s acceptance, inspection, or failure to inspect does not relieve Seller of any of its responsibilities or warranties.

7. PACKING, MARKING, AND SHIPMENT. Seller shall suitably pack, mark, and ship goods in accordance with the instructions of Buyer and the requirements of the carrier transporting such goods. Buyer shall not be charged for packing, marking, or shipping unless such services are separately itemized on the Order. Buyer’s Purchase Order number must appear on the container, packing list, invoice, and any correspondence relating to the Order. The container, packaging, and point of shipment shall be as specified in the Order. All packing or marking of the goods or materials shall be as specified in the Order.

8. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO ANY SELLER: (i) BREACH OF CONFIDENTIALITY; (ii) PAYMENT OF LIQUIDATED DAMAGES; (iii) THIRD PARTY CLAIMS SUBJECT TO INDEMNIFICATION OBLIGATIONS; (iv) INTELLECTUAL PROPERTY INFRINGEMENT; AND (v) FAILURE TO COMPLY WITH LAWS AND REGULATIONS. NEITHER PARTY SHALL BE LIABLE WHETHER BY WAY OF INDEMNITY OR BY REASON OF ANY BREACH OF CONTRACT OR STATUTORY DUTY OR BY REASON OF TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RELATIVE TO THE ORDER, INCLUDING ANY TERMINATION, REJECTION, OR REVOCATION OF ACCEPTANCE OF ALL OR ANY PART OF THE ORDER.

9. INDEMNITY. Seller shall defend, indemnify, and hold Buyer and its directors, officers, members, employees, customers, affiliates, agents, contractors, successors, and assigns harmless from and against any and all claims, liabilities, losses, damages, actions, and expenses (including attorney’s fees) in connection with (a) any breach of Seller’s warranties, covenants, or obligations hereunder; (b) any injury (including death), property damage, or economic loss arising out of or related to (i) defective or nonconforming goods or services supplied by Seller under the Order; or (ii) acts or omissions of Seller or its employees or subcontractors in providing goods to or performing work, including work at Buyer’s or a customer’s premises or using Buyer’s property, equipment, or facilities; (c) any personal injury or death to Seller’s or its supplier’s or contractor’s personnel as a result of an accident occurring under Sections 12, 16 and 17); and (d) any infringement or contributory infringement of a patent, trademark, copyright, or other proprietary interest reason by reason of the manufacture, delivery, license, use, or sale of the goods supplied or services performed under the Order (“Infringement”), regardless whether (a) through (d) arise in tort (including negligence), contract, warranty, strict liability, or otherwise.

10. INSURANCE. (a) Seller shall purchase and maintain, in a company or companies authorized to do business in the jurisdictions in which the Seller is located will perform any of its obligations related to the work under an Order: (i) Commercial General Liability – including, without limitation, Premises and Operations Liability; Contractual Liability; Products
Liability and Completed Operations Liability for a minimum of three (3) years after completion of the work under an Order; and Personal and Advertising Liability with minimum limits of $1,000,000; (vi) If applicable, Pollution Endorsement – the pollution endorsement shall be written to provide coverage with minimum limits of $1,000,000.

21. SURVIVAL. All rights, obligations, and duties hereunder, which by their nature whether express or implied, extend beyond the expiration or termination of the Order, including but not limited to warranties, indemnifications, and intellectual property (including protection of proprietary information) shall survive the expiration or termination of the Order.