



STANDARD PURCHASE ORDER - TERMS AND CONDITIONS

These Standard Terms and Conditions, set out below, shall apply to all purchases of Goods under purchase orders or other similar documents (hereafter each such purchase of Goods referred to, with the appropriate cover page, order form, or similar or other documentation, as a "Purchase Order"), unless otherwise agreed to in writing by Buyer, as follows:

"Supplier" means the person selling the Goods directly to Buyer.

"Goods" includes equipment, materials, supplies and other goods to be provided by Supplier to Buyer under this Purchase Order, as well as where applicable all specifications, instructions and installation, operating and maintenance manuals necessary for the installation, operation and maintenance of the Goods.

"Delivery Point" means the point at which Goods are to be delivered by Supplier to Buyer, as shown in this Purchase Order or as otherwise agreed to by the parties in writing.

1. Price

All prices quoted by Supplier shall be quoted in United States Dollars or converted to an equivalent United States Dollar value at the time of quote unless expressly waived by Buyer. The price for the Goods sold under this order shall not be higher than that appearing on the face of this order, or if no price appears thereon, then no higher than the last price quoted by Supplier. Supplier covenants that if it should at any time prior to the delivery of the last goods covered by this order sell like articles in similar quantities to any third party at lower prices, it will notify Jewell in writing of such lower prices and Jewell will receive the full benefit of such lower prices from the date of such sale to any such third party.

2. Payment

Unless otherwise agreed to in writing by Jewell in the Purchase Order, invoices shall be due and payable 45 days after the later of (i) receipt of the invoice by Jewell, or (ii) delivery of the Goods to Delivery Point. No payment or acceptance of Goods by Buyer hereunder shall constitute a waiver with respect to any provisions of this Purchase Order, nor shall anything herein contained be construed to limit any warranties or conditions implied by law.

3. Conflict of Terms

The terms and conditions of Jewell stated on this order shall govern in the event of any conflict with any terms proposed by Supplier and are not subject to change by reason of any written or oral statements by Supplier or by any terms stated in Supplier's acknowledgment of this order, unless such conflicting or additional terms are accepted in a writing referring to this order and signed by the Jewell. Shipment of goods or materials pursuant to this order shall be deemed to be an unqualified acceptance of the terms and conditions contained herein.

4. Warranty

All goods and materials sold and delivered by Supplier to Jewell shall be in full conformity with Jewell's specifications set forth or referred to on the face hereof or if none are set forth or referred to, shall be in conformity with Supplier's published specifications and samples provided to the Jewell and will be new, fit and sufficient for the use intended by Jewell if known to Supplier and will be free from defects. In no event shall Supplier deliver to Jewell any goods or materials returned or rejected by another party. The foregoing warranty shall survive any acceptance of the goods or materials and shall be in addition to any warranty expressly furnished to the Jewell by the Supplier.

5. Inspection and Acceptance

All goods or materials sold under this order shall be subject to inspection and acceptance by Jewell after delivery. Goods or materials failing to meet the requirements of this order will be held by Jewell for Supplier at Supplier's risk and will be returned to Supplier at Suppliers expense.

6. Cancellation for Buyer's Convenience

In addition to any other rights that Jewell may have, Jewell reserves the right to cancel this order, or any part of it, and Jewell's sole responsibility to Supplier shall be to pay the contract price for such goods or materials as have been delivered as of the time such cancellation is effective, and to reimburse to Supplier its actual costs of materials and direct labor expended by it in reasonable anticipation of its fulfillment of this order which are not recoverable by Supplier, provided that no allowance shall be made to Supplier for any overhead or anticipated profit for undelivered goods and materials.

7. Time and Delivery

Time is of the essence in Supplier's performance of its obligations under the Purchase Order. Unless otherwise agreed in writing, Supplier shall not make any material commitment or production arrangement in excess of the amounts ordered, or in advance of the time necessary to meet Jewell's delivery schedule for goods or materials covered by this order. Such excess commitments or arrangements shall be at Supplier's own risk, and it shall be Supplier's responsibility to comply with delivery schedule. Jewell shall not be bound to pay for goods shipped in advance of or in excess of scheduled deliveries.

8. Force Majeure

Neither Jewell nor Supplier shall be held responsible for the failure or delay in delivery or acceptance of materials or goods sold hereunder where such failure or delays are due to any act of God or of the public enemy, war, compliance with laws, governmental acts or regulations, fire, flood, quarantine, embargo, epidemic, strikes and labor interruption, accident, unusually severe weather or other causes similar to the foregoing beyond their reasonable control, but the party seeking to avail itself of any of the foregoing excuses shall promptly notify the other party of the reasons for any failure or delay in delivery or acceptance and shall exert its best efforts in avoiding further delay.

9. Patent Indemnification/Intellectual Property

Supplier warrants freedom from patent infringement and from interference with any third-party intellectual property right and shall indemnify Jewell against any costs (including reasonable attorney's fees), liabilities, or judgments arising from any claim of patent infringement or alleged violation of any third-party intellectual property right when Supplier's products are used for their normal purposes, in the form sold by Supplier. Jewell shall promptly notify Supplier of any such claim or suit brought against it on account of its purchase or use of Supplier's goods or materials. This section shall not apply in any instance where such claim or suit arises solely from Supplier's good faith compliance with Jewell's specification.

10. Change Orders

No change, modification or extension of this order shall be effective against Jewell or Supplier unless it is made in writing, makes specific reference to the applicable order, and is signed by both parties.

11. Assignment

Neither this order nor any right or obligation under this order shall be transferred or assigned by the Supplier without the express written approval of the Jewell.

12. Waiver

The failure of the Jewell to insist in any one or more instances upon the full performance of any of the terms, covenants or conditions of this order or to exercise any rights it may have hereunder shall not be construed as a waiver of any legal rights it may have with respect to such nonperformance or be construed as Jewell's condoning further nonperformance of such terms, covenants or conditions.

13. Compliance with Laws and Policies

Supplier shall comply with all applicable laws, regulations, by-laws, permits, approvals or other lawful requirements imposed or issued by any Federal, State or local governments. Supplier shall also comply with any business conduct policies and safety and security rules imposed by Buyer from time to time. Supplier shall ensure that its employees, subcontractors and agents are made aware of and comply with the above laws, regulations, by-laws, permits, approvals, policies and rules and shall furnish Buyer with such evidence of compliance as Buyer may require from time to time.

14. Services

Where Supplier supplies services to Jewell under this order, all the above terms and conditions shall apply. All new technology (including but not limited to inventions, patentable or not), new equipment or a new manufacturing process resulting from services performed by Supplier exclusively for Jewell under this order shall be the exclusive property of Jewell.