



**STANDARD TERMS AND CONDITIONS**

**1. ACCEPTANCE**  
THIS PURCHASE ORDER IS SUBJECT TO IMMEDIATE ACCEPTANCE. ANY PERFORMANCE BY SELLER HEREUNDER SHALL BE DEEMED AN ACCEPTANCE WITHOUT EXCEPTION OF THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER. STS EXPRESSLY LIMITS ANY ACCEPTANCE TO THE TERMS SET FORTH ON THE FACE AND REVERSE OF THIS PURCHASE ORDER AND ANY ATTACHMENT HERETO: ALL APPLICABLE IMPLIED RIGHTS INCLUDED IN THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OF OKLAHOMA AND IN FORCE THE DATE HEREOF APPLY TO THE SALE OF GOODS HEREUNDER UNLESS WAIVED BY STS IN A SUPPLEMENT HERETO.

No verbal agreement or other understanding shall in any way modify this agreement. No addition or change to these terms and conditions or to quantities, prices or deliveries contained in any acknowledgement, invoice, or other form of Seller shall be effective, notwithstanding STS' acceptance of delivery or payment for goods or services.

If this Purchase Order is issued in connection with a written agreement between the parties, the terms and conditions of such agreement shall govern where inconsistent herewith.

**2. CASH DISCOUNT**  
It shall be understood that the cash discount period will date from receipt of invoice or material whichever is later.

**3. INVOICES**  
Send separate invoice and shipping notice for each shipment on this Purchase Order. Each invoice must show STS' Purchase Order Number and all other pertinent data required.

**4. PACKING**  
No charges will be allowed for boxing, crating, or carting unless previously agreed in writing. STS' count or weight shall be final and conclusive on shipments not accompanied by a packing list.

**5. RECEIVING INSPECTION**  
All goods will be received by STS subject to inspection and rejection. Rejected material may be returned immediately at Seller's expense and all delivery charges paid by STS shall be refunded.

**6. WARRANTY**  
Without prejudice to any other remedy which STS may have, Seller shall be responsible for, and bear the expense of, any necessary correction due to faulty workmanship or materials, or due to faulty design unless such design was supplied by STS. Seller warrants that:

All items supplied or services performed under this Purchase Order shall be in compliance with law (the term "Law" in this Purchase Order includes but is not limited to Federal, state and local law with respect to environmental protection and occupational safety and health and all regulations, standards, rules, codes and other requirements thereunder), except as specifically required in STS' blueprints or specifications and except where the violation results from STS' modifying an item supplied by Seller or from STS' failure to follow Seller's instruments. Seller shall refrain from doing anything which would cause the work environment for STS' agents or employees not to be in compliance with law.

Without prejudice to any other remedy STS may have. Seller shall indemnify STS and save STS harmless from any and all liability and loss arising out of any breach of the above warranty and reimburse STS for any and all expenses in connection therewith.

**7. DELIVERIES**  
In the event that Seller is unable to make deliveries by the date required as specified on the face of this Purchase Order, STS reserves the right to modify or cancel this Purchase Order.

**8. PATENTS**  
Seller shall indemnify STS and hold STS harmless against any and all claims that items sold hereunder infringe any U.S. or foreign letters patent, copyright or trademark and provided STS gives Seller prompt notice in writing of any suit or action at law or in equity brought against STS on any such claim for infringement and at Seller's expense gives Seller necessary information, assistance and authority to do so. Seller shall defend at Seller's expense any and all such suits, and satisfy all judgments entered therein.

**9. TAXES**  
Seller agrees to pay any taxes imposed by law or on account of the goods or services ordered hereunder unless otherwise agreed in writing.

**10. INSURANCE**  
If this Purchase Order involves the performance of labor or other services by Seller on the premises of STS, Seller shall pay and discharge all claims and demands asserted against Seller by any employee of Seller for loss of life or personal injury arising out of or resulting from the performance of such labor or services. Seller shall indemnify and defend STS against all claims and demands asserted against STS by any employee or agent of Seller or any other person or company arising out of or resulting from Seller's performance of this Purchase Order. Seller shall furnish evidence of insurance with minimum limits as follows: Worker's Compensation and Employer's Liability Insurance as required by law, bodily injury and property damage, public liability insurance of not less than \$500,000 per occurrence including contractual liability coverage and automobile bodily injury liability insurance of not less than \$250,000 per person, and \$500,000 per accident and property damage liability of \$500,000 per accident or with such other limits as STS may specify in this Purchase Order or from time to time in writing.

**11. "NONDISCRIMINATION IN EMPLOYMENT AND FACILITIES**  
In the performance of this contract, Seller shall:

- (1) Comply with all applicable requirements, orders and regulations of the Federal Government pertaining to nondiscrimination in employment and facilities including, without limitation, the provisions contained in paragraphs one through seven of Part II. Nondiscrimination in Employment by Government Contractors and Subcontractors, of Executive Order 11246 (as amended by Executive Order 11375) and Certification of Non-segregated Facilities (41 CFR Chap. 1, Section 1-12.803-10), all of which provisions are incorporated herein by reference and expressly made a part hereof.
- (2) Comply with all state and local laws and orders, relating to nondiscrimination in employment and facilities which are applicable to Seller."