

PURCHASE ORDER TERMS AND CONDITIONS

General

The following terms and conditions, together with such terms as are set forth in the Data Sheet of this Purchase Order ("Order"), with such plans, specifications or other documents as are incorporated by reference in the purchase order, as amended in any subsequent authorized writing from Buyer, shall constitute the entire contract between the Buyer and Seller. If bid documents, performance specifications, technical product descriptions or other similar descriptive materials submitted by Seller in connection with the Order have been incorporated by reference in the Data Sheet, these shall not be deemed to supersede any contrary requirements of Buyer, but to the extent that such materials are not inconsistent with Buyer's requirements, they shall constitute a part of the basis of this agreement. If this Order is construed as an offer, this offer expressly limits acceptance to the terms of this offer and notice of objection to any different or additional terms in any response to this offer is hereby given. If this Order is construed as an acceptance of an offer, this acceptance is expressly conditioned upon the offeror's assent to any different or additional terms contained or referenced in this Order. If this Order is construed as a confirmation of an existing contract, the parties agree that this confirmation states the exclusive terms of any contract between the parties. This Order shall be deemed to have been accepted by the Seller upon receipt by the Buyer of any writing, including a writing transmitted by telecopier or other means of electronic transmission, indicating acceptance, or by any of the following: (i) shipment of the goods or any portion thereof, (ii) commencement of any work on site or (iii) performance of any services hereunder.

Electronic/Facsimile Transmission

If this Order is transmitted by telecopier or by other means of electronic transmission, such transmission shall have the legal significance of a duly executed original delivered to the Seller, but only if the Transmit Terminal Identification on the Data Sheet includes the notation "Golden West Technology" and the date of transmission from GWT is the same as the Date of Order shown on the Data Sheet.

Time

If delivery or completion dates cannot be met, Seller shall inform Buyer immediately. Such notice shall not, however, constitute a change to the delivery or completion terms of this Order unless Buyer modifies this Order in writing. If any item is not received or if any element of the work is not completed by the date specified, the Buyer, at Buyer's option and without prior notice to Seller may either approve a revised date or may cancel this Order and may obtain such goods or work elsewhere and in either event the Seller shall be liable to the Buyer for any resulting loss incurred by the Buyer. Seller's sole remedy for a delay caused by Buyer shall be an extension in the time for Seller's performance equal to the duration of Buyer's delay. Seller shall not be liable for damages resulting from Seller's failure to deliver or complete, or for delays in delivery or completion occasioned by strikes, lock-outs, fires, war or acts of God. TIMING OF DELIVERY AND/OR PERFORMANCE OF THE WORK IS OF THE ESSENCE OF THIS ORDER.

Improper Performance

In addition to other remedies provided by law, Buyer reserves the right to reject any goods or to revoke any previous acceptance and to cancel all or any part of the Order if Seller fails to deliver all or any part of the goods or perform any of the work in accordance with the terms and conditions of this Order. Acceptance of any part of the Order shall not bind the Buyer to accept any future shipments or work nor deprive it of the right to return goods already accepted. At Buyer's option, all disputes arising in connection with this Order shall be resolved by arbitration in accordance with the rules of the American Arbitration Association, except that each party shall have the discovery rights established by the Federal Rules of Civil Procedure.

Hold Harmless

From and after the date of this Order, the Seller agrees to indemnify, defend and hold harmless the Buyer from any and all claims, regardless of by whom such claim or claims may be asserted, for personal injury or property damage or otherwise that may result directly or indirectly from the use, possession or ownership of the goods or from the services provided by Seller pursuant to this Order.

Assignment/Subcontracting

Neither party shall have any right to assign this Order or any benefits arising from this Order without prior written consent of the other and, unless otherwise agreed upon in writing, the rights of any assignee shall be subject to all set-offs, counterclaims, and other comparable rights arising hereunder. Seller shall not, except in the case of raw materials (including castings, forgings, and rough welded structures) or standard commercial goods or except as otherwise agreed in writing by the Buyer, delegate or subcontract the work on any item of material or service to be delivered or performed under this Order.

Non-Discrimination in Employment

In connection with the performance of work under this Order, the Seller agrees as follows: The nondiscrimination clause and reporting requirements contained in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein. Additionally, the conditions and regulations applicable in the Vietnam Era Veterans Readjustment Act of 1972 and the Rehabilitation Act of 1973 (Employment of the Handicapped) are likewise incorporated.

The Seller will furnish all information and reports required by Executive Order No. 11246 as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Seller's books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Seller's non-compliance with the non-discrimination clauses of this Order or with any of the said rules, regulations, or orders, this Order may be cancelled, terminated or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts as provided by law.

Compliance with Laws and Regulations: The Seller agrees to comply with all applicable federal, state, and local laws and regulations.