

ORDERS INVOLVING EQUIPMENT DESIGN AND CONSTRUCTION CONTROL

1. Seller warrants that the design and construction of the equipment purchased hereby complies with all effective and applicable statutes, ordinances, regulations, codes and standards of the jurisdiction where the equipment is to be installed, as indicated within the purchase order. If Seller installs the equipment, Seller further warrants that the installation and operation also shall comply with the said applicable statutes, ordinances, regulations, codes, and standards.
2. In addition, electrical equipment shall comply with the National Electric Code, 2002 Edition to the extent there is no conflict with more restrictive provisions contained in applicable statutes, ordinances, regulations, or codes, and shall bear inspection labels that indicate listing or approval by the Underwriters Laboratory, Inc. (UL), or the Los Angeles Electrical Testing Laboratory if applicable, or Factory Mutual (FM), or other Buyer approved Testing Laboratory.
3. In the event the equipment, and/or installation, if installed by Seller, does not comply fully with the said statutes, ordinances, regulations, codes, and standards, the Buyer, in addition to its rights as stated in other clauses of this purchase order may return the equipment to Seller for a full refund of the purchase price, or may modify the equipment to comply with the foregoing statutes, ordinances, regulations, codes, and standards, or have required safety testing performed and offset the cost of such modification and/or testing against the price of the equipment, or if such expense is incurred by Buyer after payment to Seller, Seller shall promptly reimburse Buyer therefore.
4. Seller certifies that items to be delivered, or components contained in items to be delivered contain no Polychlorinated Biphenyls (PCBs) or asbestos. If at any time after delivery, Buyer discovers that the items or components do contain either PCBs and/or asbestos, Seller agrees to indemnify and hold Buyer harmless from any and all liability, including but not limited to the cost of modifying the items to remove all PCBs/asbestos and substitute non-PCB/asbestos containing components. If units cannot be modified to remove PCBs and/or asbestos, Seller agrees to accept return of the units and to refund, in full, the purchase price to Buyer.

THE TEXT OF THIS DOCUMENT SHALL NOT BE CHANGED EXCEPT BY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.