

Purchase Order



Buyer

Acoustech Systems, LLC
 949 Pedigo Way
 Bowling Green, KY 42103
 Buyer Contact Steve McIntyre
 Buyer Phone: (270) 796-5853

Seller

Seller name
 Seller Contact (If any)
 Seller address
 Seller address

Billing Address

Acoustech Systems, LLC
 Attn: Stephen Riedel
 2200 Lapsley Lane
 Bowling Green, KY 42103

Purchase Order Information

PO Number	
PO Date	
Currency	USD\$
Payment Terms	Net 30
Delivery Terms	FOB Shipping
Required Delivlery Date	
Buyer Phone	

Note: Purchase Order Number must be included on all shipping and billing documents.

Delivery Location

Acoustech Systems, LLC
 Attn: Steve McIntyre
 949 Pedigo Way
 Bowling Green, KY 42103

Item	Description	Units	QTY	Price	
				Each	Extended
1	a	Ea	0.00	\$0.00	\$0.00
2	a	Ea	0.00	\$0.00	\$0.00
3	a	Ea	0.00	\$0.00	\$0.00
4	a	Ea	0.00	\$0.00	\$0.00
5	a	Ea	0.00	\$0.00	\$0.00
6	a	Ea	0.00	\$0.00	\$0.00
7	a	Ea	0.00	\$0.00	\$0.00
8	a	Ea	0.00	\$0.00	\$0.00
9	a	Ea	0.00	\$0.00	\$0.00
10	a	Ea	0.00	\$0.00	\$0.00
Total					\$0.00

Notes

Buyer agrees to purchase and Seller agrees to sell the goods and services specified in this Purchase Order subject to, and in conformance with, the terms and specifications contained herein and the Acoustech Systems, LLC Purchase Terms and Conditions (accompanying this purchase order or may also be viewed at www.acoustechsystems.com)

 Buyer Authorized Signature Date

 Seller Authorized Signature Date

Acoustech Systems, LLC Purchase Terms and Conditions

- 1. ACCEPTANCE:** This purchase order is an offer by the Buyer for the purchase of the goods ("Goods") or services ("Services") specified, from the Seller in accordance with and subject to these terms and conditions (the "Terms"; together with the terms and conditions on the face of the purchase order, the "Order"). This Order will be deemed accepted by the Seller upon the first of the following to occur: (a) Seller making, signing, or delivering to Buyer any letter, form, or other instrument, notice or acknowledgement accepting this Order ; (b) any performance by Seller under the Order; or (c) the passage of ten (10) days after Seller's receipt of the Order without written notice to Buyer that Seller does not accept. This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order, unless a separate overriding written contract has been entered into and signed by the parties. The Order expressly limits Seller's acceptance to the terms of the Order. These Terms expressly exclude any of Seller's terms and conditions of sale or any other document issued by Seller in connection with this Order.
- 2. DELIVERY:** Seller shall deliver the Goods and/or perform the Services at the delivery point (the "Delivery Location"), and on the date(s) specified in this Order (the "Delivery Date"). If no delivery date is specified, Seller shall deliver in full within a reasonable time of receipt of the Order. Timely delivery is of the essence. If Seller fails to deliver the Goods or Services in full, by the Delivery Date(s), Buyer may terminate the Order immediately.
- 3. INSPECTION OF GOODS.** Buyer reserves the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may reject all or any portion of the Goods if it determines the Goods are defective or nonconforming. If Buyer requires replacement of the Goods, pursuant to Section 4, Seller shall promptly replace the nonconforming Goods. If Seller fails to timely deliver replacement Goods, Buyer may terminate this Order. Any inspection or other action by Buyer under this Section shall not affect Seller's obligations under the Order, and Buyer shall have the right to further inspection after Seller takes remedial action.
- 4. CUMMULATIVE REMEDIES:** The rights and remedies under this Order are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise. If Seller is in breach of the warranties set out in Section 9, Seller will, at its sole cost, replace or repair the Goods or re-perform Services to Buyer's satisfaction.
- 5. PRICE AND PAYMENT.** The price of the Goods or Services is the price stated on the face of this Order (the "Price"). Seller shall invoice Buyer for the Order within five (5) days of delivery. Unless otherwise stated in the Order, Buyer shall pay all properly invoiced amounts due to Seller within thirty (30) days after receipt of goods or services , except for any amounts disputed by Buyer. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute. Without prejudice to any other right or remedy, Buyer reserves the right to set off any amount owing to it by Seller against any amount payable by Buyer to Seller. Payment of an invoice is not evidence or admission that the Goods or Services meet the requirements of the Order.
- 6. CHANGE ORDER:** Buyer may, from time to time, initiate changes by issuing to Seller written notices (each, a "Change Order") that alter, add to, or deduct from the Goods or Services, but that are otherwise subject to the Terms of this Order. Seller will promptly comply with the terms of any Change Order.
- 7. TERMINATION:** Buyer may terminate this Order, in whole or in part, for any reason upon thirty (30) days' prior written notice to Seller. In addition to any remedies provided herein, Buyer may terminate this Order with immediate effect, either before or after acceptance of Goods or Services, if Seller has breached any of the Terms herein. If the Seller becomes insolvent, commences or has commenced by it or against it bankruptcy proceedings, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Order. If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods or Services received and accepted by Buyer prior to the termination.
- 8. SHIPPING TERMS:** Delivery shall be made in accordance with the Terms of this Order. The Order number must appear on all documents pertaining to the Order, invoices, packing lists, correspondence, and all shipping documents.
- 9. WARRANTIES:** Seller warrants to Buyer that all Goods, or Goods furnished in connection with Services will: (a) be new and free from any defects in workmanship, material and design; (b) conform to applicable specifications as contained in the Order or in conformance with industry standards; (c) be free and clear of all liens, security interests or other encumbrances; and (d) not infringe or misappropriate any third party's intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance. If Buyer gives Seller notice of noncompliance, Seller shall, at its own cost and expense, promptly replace or repair the nonconforming Goods or Services.
- 10. COMPLIANCE WITH LAW:** Seller warrants and represents to Buyer that it is in compliance with and shall remain in compliance during performance of this Order and ensure that its employees, agents, contractors and subcontractors (the "Personnel") comply with all applicable laws, regulations and ordinances, including, without limitation, the Occupational Safety and Health Act, . Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits required by law to carry out its obligations under the Order. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under this Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. If Seller fails to comply with the laws, orders, rules, ordinances and regulations and as a result Buyer is fined, Seller agrees to pay the fine and costs incident thereto or reimburse Buyer for payment. To the extent that Seller's Personnel are required to enter onto Buyer's site or property, Seller shall ensure that Personnel comply with Buyer's health, safety and environmental policies and standards.
- 11. INDEMNIFICATION:** Seller shall defend, indemnify, and hold harmless Buyer and Buyer's parent company, its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders, and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, action, judgment, interest, penalty, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder (collectively, "Losses") arising out Seller's negligence, willful misconduct, or infringement or misappropriation of the patent, copyright, trade secret or other intellectual property right of any third party

Acoutech Systems, LLC Purchase Terms and Conditions (cont.)

12. CONFIDENTIAL INFORMATION: All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) rightfully and legally known to the Seller at the time of disclosure; or (c) rightfully and legally obtained by the Seller on a non-confidential basis from a third party. This section shall be excluded and not applicable in the event a separate written non-disclosure agreement is executed by both parties prior to or after the Order.

13. WORK PRODUCT: "Work Product" means work product created pursuant to and/or resulting from Services provided under this Order, including, but not limited to, any technical information, design documents, models, software, training materials, documentation, reports, notes, work papers, review sheets, inventions, discoveries, business processes, business or marketing plans and strategies, methods, data, software, technology, scripts, programs, works of authorship, creative works, concepts, or residual knowledge, whether written or oral. Buyer shall own all right, title and interest, including but not limited to copyright, patent, trademark, trade secret and all other inventions, discoveries, and intellectual property rights underlying any and all Work Product created under this Agreement. The Work Product is developed as a "work made for hire." As such, copyright and all other intellectual property rights vest with Client when the Work Product is fixed in a tangible medium of expression.

14. TITLE AND RISK OF LOSS: Unless otherwise specified in the Order, risk of loss of the Goods remains with Seller and title will not pass to Buyer until the Goods are delivered to and accepted by Buyer at the Delivery Location.

15. FORCE MAJEURE: Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party ("**Force Majeure Event**"). *Force Majeure* Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, terrorist acts, riots, strike, or embargoes. Seller's economic hardship or changes in market conditions are not considered *Force Majeure* Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any *Force Majeure* Event are minimized and resume performance under the Order. If a *Force Majeure* Event prevents Seller from performance for a continuous period of more than fifteen (15) business days, Buyer may terminate this Order immediately by giving written notice to Seller.

16. RELATIONSHIP OF THE PARTIES: The Seller is an independent contractor of Buyer. Nothing contained herein shall be construed as creating any agency, partnership, employment or fiduciary relationship. Neither party shall have authority to bind the other party in any manner whatsoever.

17. GOVERNING LAW AND VENUE: All matters arising out of or relating to this Order shall be governed by and construed in accordance with the laws of the state of Kentucky.

18. NOTICES: All notices, consents, claims, demands, waivers and communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. A Notice is effective only upon receipt of the receiving party, and if the party giving the Notice has complied with the requirements of this Section.

19. SERVICES: Any Seller that may perform Services represents itself as qualified and able to perform. Seller shall perform Services pursuant to the industry standard of care. Buyer will furnish materials, equipment and machinery only if and to the extent set forth in the Order. Seller will report immediately to Buyer any event or circumstance which Seller knows or reasonably suspects is, or results from, a violation of Buyer's policies or law set forth herein. Seller will, at its sole cost and expense, repair or replace any real or personal property belonging to Buyer that Seller, its employees or agents may damage, destroy or remove while performing or result from performing this Order.

20. MISCELLANEOUS: Provisions of this Order which by their nature should apply beyond any termination of this Order will remain in effect for the period expressed within the Section but not longer than a period of two (2) years. If any term or provision of this Order is found invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Order or invalidate or render unenforceable such term in any other jurisdiction. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without Buyer's prior written consent. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment shall relieve the Seller of any of its obligations hereunder. No modification, alteration or amendment of the Order shall be binding unless agreed to in writing and signed by Buyer. No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order by Buyer shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or privilege hereunder preclude any other exercise of any additional right, remedy, or privilege.