1. Acceptance of Order.  
1.1 Written acknowledgment of commencement performance by Seller of Order, wherever occasioned, first shall constitute acceptance of Order and all other terms and conditions specified herein ("Terms") and all other terms and conditions of any other orders or transactious shall be excluded.  
1.2 Nothing herein shall constitute acceptance of Order unless and until written acknowledgment of commencement performance by Seller of Order, wherever occasioned, first is given to Buyer.  
1.3 In the event of conflict between the Terms and any other written agreements between the parties that specifically cover the same general subject, the Terms and conditions of this Order shall govern. Except where specifically provided otherwise herein, the order of performance shall be in the discretion of Seller, subject only to the provisions of any Order.  

2. Warranty. 
2.1 Seller represents, warrants and covenants that the Products and Services shall: (a) be new and free from defects in materials, workmanship, design and handicap; (b) conform in all respects to Buyer's specifications, claims, understandings and other restrictions; (c) comply with "[firm's]" rules, regulations or other applicable requirements; and (d) be delivered at Buyer's option, free of charge, to Buyer's place of business located in the U.S.  

3. Payment. 
3.1 Invoices shall be submitted in duplicate and containing the following information: PO number or other order number, invoice date, invoice number, description of goods or services, quantity, unit price, extended price, invention terms and conditions, and applicable sales, use or excise taxes. No other charges, including shipping, freight, transportation, insurance, duties, taxes or any other similar expenses, shall be billed to Buyer or charged to Buyer. Any freight or shipping charges due on Orders shall be charged to Seller unless Buyer gives written objection to such charges within ten (10) days after delivery and Buyer shall be responsible for all direct and indirect costs associated with the transportation of the Products, Services and/or Software to Buyer's premises.  

4. Credit. 
4.1 Buyer may, at its option, require satisfactory credit information on all new orders, or Buyer may require credit approval for any order.  

5. Delivery. 
5.1 Unless otherwise specifically provided on the Order, delivery shall be FOB Seller's premises and title shall pass at the time of such delivery.  

6. Inspection. 
6.1 Seller, at Buyer's option, shall inspect purchased products, materials or equipment ("Inspected Items") prior to delivery if Buyer delivers them to Buyer prior to delivery.  

7. Warranty. 
7.1 Seller represents and warrants that the Products and Services shall: (a) be new and free from defects in materials, workmanship, design and handicap; (b) conform in all respects to Buyer's specifications, claims, understandings and other restrictions; (c) comply with "[firm's]" rules, regulations or other applicable requirements; and (d) be delivered at Buyer's option, free of charge, to Buyer's place of business located in the U.S.  

8.1 Buyer may return any rejected Materials not in compliance with the applicable terms of the Order, including any rejected lot, to Seller.  

9.1 Buyer may terminate the Order if: (a) Seller fails to perform any material term of the Order; (b) Buyer delivers any rejected Materials; (c) Seller becomes insolvent; (d) Buyer delivers any Materials not in compliance with the applicable terms of the Order; (e) Seller defaults on any other obligation herein; (f) Seller is declared bankrupt or insolvent; (g) there is an appointment of a receiver; or (h) there is a sale of substantially all of Seller's assets.  

10.1 Buyer shall have the right to use the Products, Services and/or Software for its own use and for its affiliates and subsidiaries, and to modify the Products, Services and/or Software.  

11. Property. 
11.1 Property rights in the Products, Services and/or Software purchased hereunder shall in all instances vest in Buyer irrespective of the rights of Seller.  

12. Limitation Of Liability. 
12.1 In NO EVENT SHALL SELLER BE LIABLE FOR, OR OBLIGATED TO INDEMNIFY OR DEFEND BUYER AGAINST, ANY LOSSES, INDEMNITY OR DAMAGE ARISING OUT OF OR RELATED TO THE PERFORMANCE OR BREACH THEREOF SHALL IN NO EVENT EXCEED THE PRECEDING LIMITATION, AND IN NO EVENT WILL THERE BE A COBRA LIABILIT Y ARISING OUT OF OR RELATED TO THE PERFORMANCE OR BREACH THEREOF.  

13. Compliance With Laws. 
13.1 Seller shall comply with all federal, state and local government agencies laws, orders, regulations and ordinances.  

14.1 Government Contracts.  

15. Arbitration. 
15.1 The Order and all other transactions relating to the Order shall be subject to and governed by the laws of the State of New York excluding the United Nations Convention on Contracts for the International Sale of Goods. Service and Software provided to governmental agencies shall be deemed to be "goods" with the meaning of New York Uniform Commercial Code. The parties agree that all actions or proceedings in connection with the Order shall be brought and decided exclusively in the United States District Court for the Southern District of New York, and that any action or proceeding against Buyer for breach of the Order or any other claim which may arise out of or in connection with the Order shall be brought and decided exclusively in the New York County Supreme Court, New York County, New York.  

16.1 Buyer and Seller agree to be bound by these Terms subject to any changes or modifications which may be made in writing from time to time.  

17. Important Buyer Requirements.  
17.1 Buyer acknowledges that it has reviewed and agrees to be bound by all applicable terms, conditions and requirements set forth herein.  

18. Applicable Law. 
18.1 Applicable Law.  

19.1 Governing Law.  

20.1 Governing Law.