

Magic Language/Acceptance Agreement

This order is Buyer's offer to Seller and does not constitute an acceptance by Buyer of any offer to sell, or proposal. Any reference to such offer to sell or proposal is solely for the purpose of incorporation the description and specifications of the goods and services contained therein to the extent that such description and specifications do not conflict with the description and specifications on the face of this order. This order consists only of the terms contained herein and on the face of this order and any supplements, specifications or other documents expressly incorporated herein by reference.

Cancellation /Termination

Buyer may at any time terminate this order in whole or in part for its convenience upon written notice to Seller in which event Seller shall be entitled to reasonable termination charges consisting of a percentage of the order price reflection the percentage of the work performed prior to termination plus actual direct costs resulting from termination.

Confidentiality

Seller shall not without first obtaining Purchaser's written consent disseminate the fact that Seller has furnished or has contracted to furnish Purchaser the items covered hereby nor except as is necessary for performance of this order shall Seller disclose any of the details connected with this order to third parties.

Warranties

Whether or not Seller is a merchant of goods and/or services provided by it, Seller warrants that all goods and/or services provided by it: (a) shall be of good quality and workmanship and free from defects, latent or patent, (b) shall conform to all specifications, drawings, descriptions, furnished, specified or adopted by Buyer, (c) shall be merchantable and suitable and sufficient for their intended purpose, and (d) shall be free of any claim of any third parts. None of the remedies available to Buyer for the breach of any of the foregoing warranties may be limited except to the extent and in the manner agreed upon by buyer in a separate agreement specifically designating such limitation and signed by an authorized representative of Buyer. Buyer's inspection and /or acceptance of and/or payment for goods and/or services shall not constitute a waiver by it of any warranties. Buyer's approval of any sample or acceptance of any goods shall not relieve Seller from responsibility to deliver goods and to perform services conforming to specifications, drawings and descriptions.

Force Majeure

Buyer shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire windstorm or other incidents outside of Buyer's control which shall make such acceptance impossible or impractical.

Indemnity and Insurance

Seller shall defend and indemnify Buyer against all damages, liability, claims, losses and expenses (including attorney's fees) arising out of, or resulting in any way from and defect in the goods or services purchased hereunder or from any act or omission of Seller, its agents, employees or subcontractors. Seller shall maintain such public liability insurance, including products liability, completed operations,

contractors liability and protective liability, Automobile liability insurance (including non-owned automobile liability) and Worker's Compensation, and employers' liability insurance as will adequately protect Buyer against such damage, liabilities, claims, losses and expenses (including attorney's fees). Seller agrees to submit certificates of insurance, evidencing its insurance coverage when requested by buyer.

Inspection

All goods provided hereunder shall be subject to inspection and testing at the point of destination notwithstanding prior payment therefor by the Buyer. If any of the goods are defective or otherwise not in conformity with the requirements of this purchase order, buyer, in addition to its other rights may reject the same for full credit or may rework the same at Seller's expense or may require prompt correction or replacement thereof by Seller or Buyer's designee at Seller's expense. Any goods rejected by Buyer shall be at Seller's risk and expense and shall not thereafter be tendered for acceptance without Buyer's written consent. The packaging and handling expense incidental thereto and the applicable transportation costs or charges will be charged to Seller's account. Nothing herein shall relieve Seller from the obligation to make full and adequate testing and inspection of goods sold hereunder.

Buyer's Property

All special tools, dies, patterns, jigs and fixtures supplied by us or paid for by us remain our property and you agree to comply promptly with all disposal and shipping instructions furnished by us. You agree, at your expense, to maintain all property in your possession which belongs to us in good condition and repair and adequately insured and to indemnify us for all damage or loss to such property.

Delivery

The obligation of Seller to meet the delivery dates, specifications and quantities set forth herein is of the essence of this order. Deliveries are to be made both in quantities and at times specified herein or if not, such quantities and times are as specified pursuant to Buyer's written instruction. Shipments in greater or lesser quantity than ordered may be returned at Seller's expense unless written authorization is issued by Buyer. If Seller's deliveries fail to meet schedule, Buyer, without limiting its other rights or remedies, may either direct expedited routing or charge excess cost incurred thereby to Seller or cancel all or part of this order in accordance with the default provisions hereof. Goods which are delivered in advance of schedule are delivered at the risk of Seller and may, at buyer's option, be returned at Seller's expense for proper delivery and/or have payment therefor withheld by Buyer until the date that the goods are actually scheduled for delivery.

Assailability

Neither this contract nor any interest therein shall be assigned by the Seller except upon prior written consent of the Buyer.

Risk of Loss

Seller assumes (1) all risks of loss or damages to all supplies until the delivery thereof as herein provided; and (2) all risks of loss or damage to any supplies or part thereof rejected by Purchaser or as to which Purchaser has revoked its acceptance, from the time of such rejection or revocation.