1. Definitions. The term “Buyer” shall refer to Levison Enterprises LLC (“d/b/a EPI Global”). The term “Seller” shall refer to the supplier of goods and services under the Order and shall also include its subcontractors and any other person or entity performing any type of work for or on behalf of such supplier. The term “Order” shall mean the purchase order issued by Buyer and accepted by Seller to which these Terms and Conditions apply. The term “goods”(s) and “services” shall refer to the articles, materials, parts, supplies, items, equipment, raw materials, and/or services provided by Seller under the Order.

2. Order Acceptance. Unless otherwise provided in a separate agreement (if applicable) between Buyer and the Seller whose name appears on the Order, these Terms and Conditions govern the interpretation and performance of any agreement regarding goods or services covered by the Order. If for any reason Seller should fail to accept the Order, any conduct by Seller which recognizes the existence of a contract pertaining to the subject matter of the Order shall be deemed an acceptance. The following terms and conditions (“Agreement”) shall govern all transactions between Buyer and Seller regarding goods or services covered by the Order. If for any reason Seller should fail to accept the Order, any conduct by Seller which recognizes the existence of a contract pertaining to the subject matter of the Order shall be deemed an acceptance. Any terms proposed in Seller’s acceptance of Buyer’s Order which add to, vary from, or conflict with the terms of the Order, without Buyer’s written consent, shall be deemed to be materially altered or changed, and shall be null and void.

3. Prices. Seller agrees that the price(s) set forth on the face of the Order is (are) firm, and is irrevocable. The acceptance of the Order constitutes a warranty that the price(s) to be charged for goods or services ordered herein are not in excess of prices charged to other customers for the same or like goods and services in equal or less quantities.

4. Invoices and Payment. Invoices shall contain the following information: the name and address of Seller, item number, description of goods and services, sizes, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. Payment of an invoice shall not constitute acceptance of the goods and services and shall be subject to adjustment for shortages, defects in the goods or services, or other failure of Seller to meet the requirements of the Order. Payment due dates, including discount periods, will be computed from the date of receipt of the goods and services, or date ofFormField, whichever is later. Payment shall be made in accordance with Buyer’s standard terms and conditions for payment. Buyer may at any time set off any amount owed by Seller to Buyer against any amount owed by Buyer to Seller. Seller shall maintain an inspection system or other quality control measures to control the production and manufacture of goods in accordance with Buyer’s standards and specifications, and maintain relevant laboratory and quality control records. Seller shall provide Buyer with a copy of the inspection system or laboratory records upon Buyer’s request.

5. Taxes. Seller is responsible for and will pay all applicable taxes, charges, fees, levies, or other assessments imposed by or collected by any governmental entity (or political subdivision thereof) worldwide, on the sale, furnishing, delivery, or manufacture of goods, or collection of payments; or value added, or similar tax; or other fees or taxes related to any payment by Buyer to Seller for goods or services provided under this Order or pursuant to the Order. If Buyer provides a certification of an exemption from tax, Seller agrees not to impose taxes, charges, fees, levies, or other assessments on any such payment, or charge any tax, except to the extent legally required by the Taxing Authority. Buyer may charge applicable sales and use taxes to payments made to Seller hereunder and shall be required to remit to Seller only the net amount after such withholdings.

6. Packaging. Goods shall be shipped in a manner that is in accordance with standard commercial practices and all Buyer specifications to assure safe arrival of the goods at the designated destination, and so as to secure the lowest transportation rates. Goods shall be shipped F.O.B., and Buyer’s responsibility for freight charges begins at the time and place of risk, except as otherwise provided in Buyer’s specifications. Sensitive materials will be appropriately packaged. Seller shall mark all containers with necessary lifting, handling, and shipping information and also Order numbers and date of shipment.

7. Freight; Title and Risk of Loss. (a) Unless otherwise specifically provided on the face of the Order, the goods shall be delivered to Buyer as defined in the Incoterms 2010, to Buyer’s destination specified on the Order. Any freight charges invoiced to Buyer, either by Seller or the carrier, will be charged back to or paid by Seller. If the face of the Order designates an ExWorks or Free Carrier Incoterms, Buyer will be responsible for freight charges to the destination designated on the face of the Order. Any costs incurred by Buyer as a result of Seller’s failure to comply with Buyer’s routing instructions shall be borne by Seller. (b) Notwithstanding any prior inspections, and irrespective of the Incoterms point named herein, Seller shall bear all risks of loss, damage and destruction to the goods until final acceptance by Buyer. Final acceptance may be specified in the Order or otherwise required by law. Seller shall bear all risks with respect to any goods rejected by Buyer or as to which Buyer has revoked its acceptance, during the time of inspection or revocation. Title and risk of loss of the goods shall pass to Buyer upon final acceptance of the goods.

8. Delivery. The parties agree that time is of the essence of each Order and deliveries must be made on the dates and at the destination(s) specified unless otherwise agreed in writing. If delivery is not completed within the time(s) specified, Buyer reserves the right, without liability, in addition to its other rights and remedies, to cancel the entire Order or that part of the Order not delivered, or to extend the time of delivery or payment. If timely delivery is not possible, through no fault of Buyer, Buyer shall have the right to direct Seller to make shipment by the most expeditious means and the total cost of such expedited shipment and handling shall be Seller’s responsibility. No partial or complete delivery shall be made hereunder prior to the date or dates shown unless Buyer has given prior written consent. Buyer will pay only for quantities ordered. Shipment will be held at Seller’s risk and expense for a reasonable time while Buyer awaits return shipping instructions.

9. Right to Audit: Buyer may, on reasonable notice to Seller, audit Seller’s books, ledgers, supporting records, documentation and related procedures and controls, relating to any changes in Buyer in connection with, or related to, the Order.

10. Inspection. Seller shall maintain an inspection system or method acceptable to Buyer covering all goods or services ordered hereunder and shall keep records applicable thereto available for review at all reasonable times by Buyer. Buyer may inspect at any time under Buyer’s control or otherwise specified, work performed by Seller or work covered hereby (including all raw materials and intermediate assemblies), shall be subject to inspection and test by Buyer at Buyer’s expense. The inspection and test shall be made hereunder prior to the date or dates shown unless Buyer has given prior written consent. Buyer will pay only for quantities ordered. Shipment will be held at Seller’s risk and expense for a reasonable time while Buyer awaits return shipping instructions.

11. Notice of Delay. Buyer agrees to notifyBuyer immediately of any actual or potential event or situation affecting Seller or its business (including but not limited to material or transportation shortages) that may adversely affect performance of the Services under the Order. No such notification shall, however, affect Seller’s obligation of full performance under the Order.

12. Order Changes. Buyer shall have the right at any time, by written order, to suspend performance hereunder, increase or decrease the ordered quantities, or make changes within the general scope of the Order in any one or more of the following: (i) drawings, descriptions and specifications; (ii) delivery dates; (iii) place of delivery. Any such change made at least thirty (30) days or such other period as may be specified in the Order or otherwise requested by Buyer, at Buyer’s option and at Buyer’s expense, will not affect the prices of goods sold by any affected authorized representative, are hereby rejected. To the extent that terms appearing on the face of the Order are inconsistent with those set forth herein, the terms on the face shall govern. Any changes in the face of the Order to Seller’s proposal shall be exclusive of any terms and conditions attached to such proposal or referred to herein.

13. Warranty – (a) Services. Seller represents and warrants that all services shall be performed in a professional manner and shall result in work that is commensurate with competent professionals experienced in the relevant field. Further, Seller represents and warrants that all services specified in the Order shall be performed in accordance with all applicable specifications and any statements of work signed by an authorized representative of Buyer and shall be correct and appropriate for the purposes stated therein. Seller represents and warrants that all claims for work performed under the Order shall not conflict with, or be prohibited in any way, any other agreement or statutory restriction to which Seller is bound.

(b) Goods. Seller warrants that it has good and transferable title to the goods and that all goods provided will be new and will not be refurbished or purchased as surplus, or have been previously used and sold by Seller.

14. Tooling, Materials, Designs, Drawings, Equipment. Title to all tooling and equipment, materials, designs, drawings, and equipment, shall be transferred to Buyer as and when furnished. Seller shall be responsible for all design, development, or production of the goods or services called for in the Order. Buyer shall not use any such items for any other purpose or disclose any such items to Seller, or its representatives, and shall not permit any other persons, firms, or companies to use any such items in such manner. If Buyer fails to continue using the goods or services, or any other products or processes provided pursuant to an Order, including, without limitation, any claim based on the death or bodily injury to any person, destruction or damage to property (ii) Seller failing to satisfy any tax authority guidelines, applicable laws or regulations for an independent contractor, (iii) any claim based on incurrence, omission, or violation of any State, Federal, or local laws or regulations by Buyer, or (iv) Seller failing to satisfy its obligations with regard to the protection of Confidential Data as described in Section 17 below, (v) Seller failing to comply with a requirement of applicable law, or (vi) claim by a foreign government or any governmental entity claiming that the use of Seller’s goods, services, the results of such services, or any other products or processes provided pursuant to an Order, infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party, whenever and however, Seller is providing Seller’s goods, services and/or any other products, or processes, Seller shall not settle any such claim without Buyer’s prior written approval. Seller agrees to pay or discharge any claim that may be incurred by Buyer in enforcing its indemnification, including legal costs. Should that be impossible, Buyer shall, at its option, either (a) substitute fully equivalent non-infringing goods or services; (b) modify the goods or services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for Buyer substitute products or processes; and/or (d) allow Buyer to terminate the Order. Buyer shall not be required to continue using the goods or services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing goods or services. Seller shall obtain and maintain at its expense, during the term of the Order and for a period of two (2) years thereafter, Product Liability and other insurance as shall be reasonably necessary to support this indemnity provision and Seller shall provide Buyer with twenty (20) days prior written notice of any cancellation or reduction of such coverages. Seller’s failure to provide such insurance shall be deemed to be a breach of this Order by Buyer upon request.
Assignment and Subcontracting. Seller shall not assign or transfer any of its rights, or delegate any of its duties or obligations under the Order, or subcontract any work to be performed hereunder, or any portion thereof, without the prior written approval of Buyer, provided, however, that this restriction shall not preclude Seller from entering into or assigning any of its rights, or the performance thereof, to any third party to be used in connection with and subject to the terms of the Order, so long as Seller shall not be entitled to use or reverse engineer any Work Product without the prior written consent of Buyer. Seller hereby represents and warrants to Buyer that it has and shall not assign and transfer, and宝贝 shall not hereby assign and transfer Buyer to all of its worldwide right, title, and interest in and to the Work Product including all associated intellectual property rights. Buyer will have the sole right and power to determine the disposition of the Work Product, including the right to disclose, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name, or to follow any other procedure in order to perfect its rights in the Work Product, and Seller agrees to disclose promptly in writing to Buyer all Work Product in its possession; (b) to assist Buyer in every reasonable way, at Buyer’s expense, to secure, perfect, register, apply for, maintain, and defend Buyer’s right, title, and interest in the Work Product and all associated intellectual property rights; and (c) to enable Buyer to disclose, assist, execute, and keep confidential survive the completion expiration or termination of the Order, and, in addition thereto, but without limitation, and will ensure that Buyer’s Agents appropriately waive any and all rights (including without limitation) which is permissible by law moral rights, and rights in any country that are equivalent to or similar to moral rights and any and all claims and assign to Buyer any and all rights or any interests in any Work Product or original works created in connection with the Order. Seller agrees not to assert against Buyer or its direct or indirect customers, assignees, or licensees any claim of any intellectual property right unless prior written notice of intention to assert such rights, or challenges the ownership or validity of the intellectual property, Buyer shall be entitled to terminate the Order forthwith. Buyer will not have to rights to any works conceived, developed, or made for Buyer by Seller which were produced or made in connection with the Order, by Seller’s own time without using equipment, supplies, facilities, or trade secret or Buyer Confidential Information, unless (i) such works relate to Buyer’s business, or Buyer’s actual or demonstrably anticipated commercial development, or (ii) such works result from any services performed by Seller for Buyer.

Conflicts Minerals. If the goods will remain in the Buyer’s finished product and contain Tin, Tantalum, or Tungsten or their ores in the supply chain back to the smelter. Seller should identify the smelter, including location, physical address, contact person at the smelter (with telephone and email) and disclose this information to Buyer using any Conflict Minerals Report request issued by Buyer (or from Buyer if your contents Tin, Tantalum, Tungsten or Gold). Buyer does not need to know the identities of any sub-suppliers between Seller and the smelter. Buyer will not use this information to “revise” the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 requires Buyer to determine if any of the above listed metals contributed to conflict minerals in the Democratic Republic of the Congo (DRC) or adjoining countries. This reporting must be updated annually, using the then current CFSI CMRT.

Applicable Law. This Agreement shall be governed by, and construed according to the laws of the State of Ohio. S.A.R.D. without regard to laws concerning conflicts of laws. Buyer and Seller each submit itself to the exclusive jurisdiction and venue of the State or Federal Courts of Ohio, U.S.A. in any controversy arising hereunder and subject to this Agreement. Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement.

Limitation on Buyer’s Liability; Statute of Limitations. Under no circumstances shall Buyer be liable for any consequential, incidental, indirect or special damages (including without limitation damages for anticipated or projected profits, costs of preparing claims, costs of tools or equipment, sales or agents’ commissions, or attorney’s fees) arising from or in any way related to any termination of, or change to, an Order. Buyer’s liability shall be limited to the amount Buyer actually paid for Goods or services delivered hereunder. All claims for damage, including, but not limited to, damage or loss of Buyer’s property or equipment, lost or delayed in transit, that arise in connection with the performance of this Agreement shall be governed by the laws of the State of Ohio. This statute of limitations shall begin to run from the date of the last delivery of any Goods or services under this Agreement.

Equal Employment Opportunity and Affirmative Action. This Agreement incorporates by reference: (i) all provisions of 41 C.F.R. 60-1.4 and 60-2 as implemented by the Federal Acquisition Regulation (FAR) and the Equal Opportunity clause, (ii) all provisions of 41 C.F.R. 60-250 as implemented by FAR 52.222-34 to 52.222-37 pertaining to employment reports and affirmative action for disabled veterans and veteran, the term “covered” shall mean the 41 CFR 60-741 “Government and 52.222-36 pertaining to affirmative action for handicapped/disabled workers. Seller agrees to comply with and any and all applicable State and Local Government Equal Employment Opportunity and Affirmative Action laws including any and all applicable statutes, rules, regulations, ordinances and other guidelines.

Force Majeure. In the event of an actual or potential delay or failure of performance because of acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, water damage, lighting, freeze-ups, strikes, lockouts, differences with workers, riots, terrorist activity, explosions, quarantines restrictions, delays in transportation, shortages of labor or materials on the part of the Seller, and other causes beyond Seller’s control, Seller shall immediately give notice thereof to Buyer. In the event of any of the foregoing, Buyer shall have the option of either (i) extending the time for performance; or (ii) canceling the Order and/or any other contractual relations with Seller.

Survival of obligations. Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement including but not limited to representations, warranties and indemnification rights shall survive the expiration or termination of this Agreement.

Notice. All notices to be given or served hereunder shall be in writing either in person, by certified or registered mail, return receipt requested, or by delivery of airmail. Notice shall be deemed given if it is personally delivered, if it is sent by airmail, or if airmail postage is prepaid and addressed to the other party at the addresses set forth on the Order or such other addresses which may be designated by the parties to each other in writing. All such notices shall be effective upon receipt and addressed as

Government Contracts. If the Order is issued for any purpose which is either directly or indirectly connected with the performance of a prime contract with the U.S. Government or a subcontract thereunder, the Rules and Regulations of the Office of Federal Acquisition Regulations (FAR) and Defense Federal Acquisition Regulations Supplement (DFARS) in effect on the date of the Order, are incorporated herein by reference if such clause or any earlier release thereof) is in conflict with the terms of the Order, or if the context of the clause requires otherwise, the term “Contractor” shall respectively mean and have the term “Customer” and the term “Government,” “Contracting Officer” and equivalent phrases shall mean Buyer and Buyer’s Purchasing Representative.
32. Certifications and Representations: Seller acknowledges that Buyer will rely upon Seller certifications and representations contained in this clause and in any written offer, proposal or quote, or company profile submission, which results in award of a contract to Seller. By entering into such Contract, Seller makes the certifications and representations set forth below. Seller shall immediately notify Buyer of any change of status regarding any certification or representation.

33. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts exceeding $150,000) (SEP 2007)

(a) Definitions. As used in this provision -- “Lobbying contact” has the meaning provided at 2 U.S.C. 1602(b). The term "agency," “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The Seller hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of a Contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Seller with respect to a Contract, the Seller shall complete and submit, with its offer to Buyer, OMB Standard FormLLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Seller need not report regularly employed officers or employees of the Seller to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into a Contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

34. FAR 52.209-5 Certification Regarding Responsibility Matters (APR 2010)

(a) (1) The Seller certifies, to the best of its knowledge and belief, that

(i) The Seller and/or any of its Principals -

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or

or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(ii)(B) of this provision; and

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Seller has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(b) The Seller shall provide immediate written notice to Buyer if, at any time prior to contract award, Seller learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Seller knowingly rendered an erroneous certification, in addition to other remedies available, Buyer may terminate this contract for default.