

COMPLETE AGREEMENT. This Purchase Order, including these general conditions and the specifications, constitutes the sole and entire agreement between the parties with respect to the items ordered in the specifications and supersedes all prior agreements and negotiations with respect to those items, whether written or oral. Shipment by Vendor constitutes acceptance by Vendor of these specifications and general conditions. No different or additional terms or conditions shall be binding upon Canyon Creek, unless contained in a writing signed by Canyon Creek.

WARRANTIES. Vendor warrants to Canyon Creek, in addition to all warranties implied by law, that each item shipped conforms to the specifications, is free from defect in materials, design and workmanship, does not contain any substance which could create a hazard to life or property, is fit for the purposes made known by Canyon Creek or reasonably to be inferred, and complies with all government laws and regulations. Vendor agrees to indemnify and defend Canyon Creek from any claims asserted against Canyon Creek arising out of any items shipped by Vendor or arising out of breach of any warranty, including without limitation claims based on the presence of any pollutant or hazardous or dangerous substance of any kind present in any item Vendor ships.

SHIPPING AND LOSS. Vendor shall suitably pack, mark and ship in accordance with instructions, if any, from Canyon Creek and the requirements of common carriers. No risk of loss shall pass to Canyon Creek until merchandise is received, opened, inspected and accepted by Canyon Creek. Time is of the essence and Canyon Creek may, at its option, cancel (without limiting other remedies) if Vendor does not ship in accordance with the specifications. If it appears at any time that Vendor may not meet the delivery schedule stated in the specifications, Vendor shall immediately notify Canyon Creek of the estimated duration of any delay. Canyon Creek may also cancel this order in whole or in part by giving notice to Vendor at any time before the shipping date stated in the specifications.

INSPECTION. Canyon Creek has the right to inspect and test any item shipped at any time and to reject nonconforming items, for which Canyon Creek will then be relieved of all obligations. Canyon Creek may, at its option, return nonconforming items at Vendor's risk and expense. Regardless whether Canyon Creek inspects and/or returns the merchandise, it retains and does not waive any and all rights and remedies with respect to nonconforming goods and does not release Vendor from any warranties or obligations under this agreement.

COSTS AND PAYMENT. Canyon Creek shall pay only those taxes, duties and shipping costs listed in the specifications as Canyon Creek's obligation. Payment by Canyon Creek shall be "net 10th prox" from the date of delivery, unless otherwise stated in the specifications.

JURISDICTION AND GOVERNING LAW. Any action or proceeding brought to enforce or otherwise arising out of or relating to this agreement shall be brought and maintained only in a court of competent jurisdiction sitting in Snohomish County, Washington and Canyon Creek and Vendor irrevocably submit to the jurisdiction of such courts. The prevailing party in any such action shall be entitled to recover its costs, including its reasonable attorney's fees actually incurred. This agreement shall be governed by the laws of the State of Washington.