

1 Freedom Valley Drive P.O. Box 1100 Oaks, PA 19456

No : Rev#: 000

Date: 08/06/2019 Page: 1

Confirmed to:

Deliver To :

Buyer : DEV6 Buyer1

Delivery Date:

Vendor Number : 2145701

Vendor: 1049 FIFTH AVENUE CONDOMINIUM
P O BOX 16018
NEW BRUNSWICK, NJ 08906Ship to: SEI - Audubon Shipping
123 Egypt Road

Audubon, PA 19403

Requisition NO: REQ132456789

Line #	Item Code	Description	Quantity	UOM	Unit Cost	Extended Cost
1	Item Code	Item Description	1	Pound	15000.00 USD	15000.00 USD
2	Item 2 Code	Item 2 Description	15	Pages	1520344.00 USD	22805160.00 USD

purchase order number **MUST** appear on all
correspondance,shipping papers, invoices, etc.

Taxes: 0.00 USD

ACCOUNTS PAYABLE

Total: 1500.00 USD

Send Invoice in Duplicate to:

SEI Investments
Attn: Accounts Payable
PO Box 1099
Oaks, PA 19456-1099

SEI Investments Company

Buyer: _____

INSTRUCTIONS

DELIVERY: Ship on date specified. If you are unable to meet this shipping date, notify us at once. Unless we accept a deferred date, we reserve the right to cancel this order.

PACKAGES: Mark each package with:

- a. Shipper's name and address
- b. Contents
- c. Our PURCHASE ORDER NUMBER

TERMS AND CONDITIONS

1. **FORCE OF CONDITIONS:** Except as may be otherwise provided on the face hereof, the following terms and conditions shall be applicable to this purchase.
2. **ACKNOWLEDGEMENT AND ACCEPTANCE OF ORDER:** If no notification is given to us within 7 days after receipt of this order, it is understood that the terms and conditions herein are satisfactory.
3. **CHANGES:** No changes in terms, conditions, prices or deliveries shall be made without our specific authorization therefore in writing; provided, however, that if the material ordered hereunder is to be specially manufactured in accordance with our drawings and specifications, we shall have the right, by written order, to make changes in such drawings or specifications. If such changes require a change in price or time for performance, you shall notify us immediately and thereupon an equitable adjustment shall be negotiated.
4. **SPECIFICATIONS:** Any manufacturing or other specifications referred to in this order are hereby made a part hereof as if fully set forth within.
5. You expressly warrant all articles and materials covered by this order to be of quality, quantity, size, description and dimension specified and free from defects, including latent defects. Such warranty shall survive delivery and shall not be deemed waived either by reason of our acceptance of said materials or articles or payment for them.
6. **INSPECTION, ACCEPTANCE OF GOODS:** If specifications are not met, material may be returned at your expense (Including transportation charges for both ways).
7. **EXCLUSIVE RIGHTS:** You agree that all specifications and drawings furnished to you in connection with its order shall be used only in the manufacture of material furnished to us.
8. **QUANTITIES:** We reserve the right to reject (and return) material exceeding the quantity ordered.
9. **PRICE:** Prices as shown on this order are those agreed upon and, are not subject to increase.
10. **TERMS:** Cash discount will be calculated from the date we receive an acceptable invoice.
11. **DRAWINGS, BLUEPRINTS, TOOLS, DIES, ARTWORK, ETC.:** Whenever you have our property in your possession, by virtue of this order, you will be considered an insurer of the property and will be responsible for its safe return to us.
12. When the cost of special tools and drawings, involved in the manufacture of this order, is included in the price - all become our property upon the completion of the order (subject to our shipping instructions at all times).
13. **ASSIGNMENT:** None of your rights or obligations under this order may be assigned without prior written consent.
14. **PATENTS:** The seller agrees to protect us against all claims for infringement of patents (trademarks, copyrights) arising from purchase installation or use of these tools and to assume all expense and damages arising from such claims.
15. **APPLICABLE LAWS AND REGULATIONS, FEDERAL, STATE, ETC.:** You guarantee that in furnishing the articles, materials or services covered by this order, you will comply with all applicable state, federal and local laws, rules and regulations, and will indemnify us against liability on account of any failure to do so.
16. **DELAYS AND CONTINGENCIES:** You will not be liable for any delays or failures to perform this contract in whole or in part caused directly by fire, flood, explosion or other casualty, strikes or other labor disturbance, existing state of war, insurrection, invasion, riots or by any existing or future governmental regulations, restrictions or appropriations or any other contingency happening, preventing you from making deliveries as provided for. It being further understood, however, that if such disability continues for a period of thirty days, then we shall have the right to cancel this contract and to procure deliveries from another source without any liability or responsibility whatsoever to you.
17. **CANCELLATION:** We reserve the right to cancel this order or any unfilled portion thereof if shipment is not made as promised or if goods are not according to specifications. Time is of the essence of this contract.
18. We shall have the right to cancel this order in the event:
 - a. You cease to continue your operations in the normal course of business.
 - b. Shall file a petition in bankruptcy of seeking relief under any of the provisions of the Federal Bankruptcy Act or of any state insolvency statute, or
 - c. Such a petition shall be filed against you and remain undismissed for a period of 30 days, or
 - d. A receiver or trustee is appointed for you and such appointment is not vacated within 30 days from the date thereof, or
 - e. You make an assignment for the benefit of creditors.

This order/contract is subject to the requirements of 41 CFR 60-1.4 and 29 CFR part 471, Appendix A to Subpart A, which are incorporated into this order/contract by reference, as applicable. In addition, this order/contract is subject to the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which are incorporated herein by reference, as applicable. The latter two regulations prohibit discrimination against qualified individuals on the basis of protected veteran status and disability and require affirmative action to employ and advance in employment protected veterans and qualified individuals with disabilities.