"Buyer" means Autodesk Inc, or such other Autodesk owned entity as is named in the "BILL TO" section on the face hereof.

"Goods" means items ordered pursuant to this purchase order.

"Material" means any raw material or other item used in the manufacture or supply of Goods.

"Seller" means the company named in to "TO" section on the face hereof.

"Services" means services provided by Seller pursuant to this purchase order.

BY ACCEPTING THIS PURCHASE ORDER OR PERFORMING HEREUNDER SELLER AGREES TO COMPLY WITH ALL APPLICABLE LAWS AND ORDERS AND REGULATIONS, INCLUDING THOSE AFFECTING OR LIMITING PRICES, PURCHASE, SALE AND USE OF GOODS OR SERVICES AS HEREIN ORDERED. ANY NOTICE OR NOTICE OF REQUEST FOR SUCH ADJUSTMENT MUST BE MADE UPON THE REQUEST OF BUYER.

None of the terms and conditions shall apply to or affect the rights, duties and obligations of the Buyer or Seller with respect to any ESCROW AGREEMENT executed and delivered after the date hereof.


ANY GOODS OR SERVICES NOT ACCEPTED BY BUYER MAY BE RETURNED TO SELLER OR REJECTED AT SELLER'S OPTION. RETURN INSTRUCTIONS WILL BE PROVIDED TO SELLER BY BUYER.

The Buyer will not accept shipment at any increase in price above that indicated on the purchase order. The Buyer's approval of designs furnished by Seller shall not relieve Seller of its obligation under this purchase order. Buyer gives prior written consent, the provisions of this Section 16 shall not apply. Any other change in price may only be made upon the written approval of Buyer. The provisions of this Section 16 shall not apply to any price change caused by the loss of expected profits or for any consequential or incidental damages due to termination or cancellation of this purchase order.

Price Adjustment Buyer will not accept shipment at any increase in price above that indicated on this order. Any price general decrease announced by Seller in classificiation of equipment or any other material or item ordered pursuant to this purchase order shall be subject to the price thereof by a comparable percentage. The delivery dates indicated by Buyer for the Goods or Services to be shipped under this purchase order shall be rescheduled for later delivery where in effect a similar adjustment is made by the Buyer. Failure to meet such delivery dates shall be considered a breach of this contract; furthermore, Seller agrees to pay to Buyer any penalty and damages imposed upon or incurred by Buyer for breach of Seller's obligations under this purchase order. Seller will notify Buyer of such breach at the earliest possible time upon Seller receiving written notice of said breach. The Buyer reserves the right to any overage in excess of the allowance at Seller's expense. Buyer reserves the right to charge the Seller for the cost of rework, reinspection or any other cost or expense incurred by Seller in the event that Buyer determined that the Goods do not conform to Buyer's specifications and requirements.

The delivery dates indicated by Buyer for the Goods or Services to be shipped under this purchase order shall be rescheduled for later delivery under this purchase order where in effect a similar adjustment is made by the Buyer. Failure to meet such delivery dates shall be considered a breach of this contract; furthermore, Seller agrees to pay to Buyer any penalty and damages imposed upon or incurred by Buyer for breach of Seller's obligations under this purchase order. Seller will notify Buyer of such breach at the earliest possible time upon Seller receiving written notice of said breach. The Buyer reserves the right to any overage in excess of the allowance at Seller's expense. Buyer reserves the right to charge the Seller for the cost of rework, reinspection or any other cost or expense incurred by Seller in the event that Buyer determined that the Goods do not conform to Buyer's specifications and requirements.

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