null and void, and give BSH the immediate right to terminate without liability or obligation whatsoever. Payment: Payment terms shall be sixty (60) days. All cash discounts shall be computed from the date of receipt of BSH of a correct invoice or goods, whichever is later. Cash discounts will be based on full amount of invoice less freight charges and taxes separately stated on invoice. Any and all related customs duty drawback rights are automatically transferable from You to BSH (You shall immediately inform BSH of any such rights and supply such documents as may be required for BSH to obtain such drawback). Delays: In any event of delay in the production, acquisition, or delivery of goods hereunder (whether actual or foreseeable, and regardless of cause), You shall immediately notify BSH and shall communicate all relevant information to BSH. You shall be liable for any damages resulting from failure to make a complete, on-time delivery, except where such delay is due to causes beyond Your reasonable control (except where delay is caused by Your additional costs of producing or shipping goods, or delays caused by a supplier You use). Purchase Orders & Releases: BSH only issues NON-BINDING Scheduling Agreements from which it may (in its sole discretion) issue one or more Releases (i.e., an order for goods, specifying the exact quantity ordered and delivery date). A Purchase Order / Scheduling Agreement is only a potential forecast, and is terminable by BSH at any time without obligation or liability; only an actual order issued by BSH is binding upon You. You shall not rely on quantities in a Purchase Order, and if You do, You assume all risks thereto. BSH shall have no responsibility except for goods as ordered in a Release, including without limitation if You buy goods or materials in anticipation of future Releases. Unless BSH has made a specific order in a Release, You assume all risks in making purchases or other investments made in anticipation of future BSH business. In excess of those which may be returned to You at Your sole costs and expense, and You shall pay BSH for all related costs (including legal limitation of packaging, appraiser, storage, handling with transportation, processing). BSH may change the above in its business or temporarily suspend scheduled shipments. If You deliver goods early, You will be liable for storage fees. If You deliver goods BSH did not specifically order, You will be liable for all related costs, including storage and/or disposal fees, and BSH may dispose of such unwanted goods without liability or obligation. Inspection & Acceptance: Goods shall be delivered in full conformance, and without defect. Acceptance or rejection of the goods shall be made as soon as practicable after delivery, however, BSH’s failure to inspect, accept or reject goods shall not relieve You of Your obligation to secure and deliver goods as set forth in this Agreement. BSH’s acceptance of the goods shall not constitute final acceptance. Defective or non-conforming goods will be returned at Your sole risk and expense at full invoice price, plus transportation charges, if any, and no replacement of defective goods shall be made unless specified in writing by BSH. BSH has unrestricted rights to partial acceptance and may in its sole discretion reject and return any portion of any shipment of goods which may be defective or non-conforming, without invalidating the remainder of the order. BSH reserves the right to charge You a standard administrative charge (currently $25 per order) for any inspection and testing You undertake. If You buy goods or materials intended to be resold or processed into goods for Your own account, You shall retain full title to goods until You have paid BSH for such goods. Any title to goods shall pass to BSH at the time You deliver such goods to BSH’s premises or at the delivery point. Any payment made by You to BSH shall constitute a sale for reselling or processing. Changes: Changes (including without limitation specifications, shipping instructions, quantities and/or delivery schedules) may only be made with the prior written notice or consent of BSH. Should any change increase or decrease the cost or the time required for production of goods, You shall immediately notify BSH and make an equitable adjustment in the purchase price or delivery schedule, or both. All goods shall be manufactured in accordance with the latest changes approved by BSH. Termination: Either party may terminate this Agreement at any time upon notice, subject to the fulfillment by You of any of the obligations owed to BSH. In no event whatsoever shall BSH have any obligation or liability beyond paying for then outstanding Releases. In any event of termination, BSH may in its sole discretion elect to purchase any additional inventory then-existing, at prices as stated on the most recent Release. You shall retain all such inventory for no less than 30 days, unless BSH states in writing that it has no interest in purchasing such inventory. Warranties: In addition to all implied warranties, You warrant the goods to be free of defects in material and workmanship, and will provide the BSH Home Appliances Corporation with any documents and taking any other actions necessary or convenient to patent or otherwise perfect or protect for the sole and exclusive benefit of BSH any inventions conceived, developed or otherwise, the right to continue the unrestricted purchase, use, distribution and sale of such goods, or, upon BSH’s written approval, modify such goods so they are wholly non-infringing. This order involves experimental, development or research activities, including engineering related thereto, all information developed in the course thereof shall be owned by BSH and be deemed confidential and proprietary information of BSH, whether patented or not, and You shall fully cooperate (and cause Your employees to cooperate) in executing any documents and taking any other actions necessary or convenient to patent or otherwise perfect or protect for the sole and exclusive benefit of BSH any inventions conceived, developed or otherwise utilized for the purpose of performance in this purchase order/purchase order(s) scheduling/authorization. If this order does not involve experimental, development or research activities, but goods are produced in accordance with drawings or specifications furnished by You, You hereby grant to BSH an irrevocable, non-exclusive and royalty-free license to make, have made, use and sell any improvements in the goods which is conceived, developed, or reduced to practice by You, as part of the consideration hereunder, so that BSH’s business will have continuity in this field of invention. Defense/Hazards: In any event You become aware (actual or constructive) of any hazard, danger or defect which could pose a danger to persons or property, You shall immediately notify BSH thereto. In such an event, You shall immediately notify BSH of such. In no event whatsoever shall BSH be restricted from fixing or recalling product that may (in BSH’s sole discretion) pose a danger to persons or property; You shall not assign, transfer or delegate to any person or entity any part of Your performance obligations owed to BSH; any attempt to do so shall be null and void, and give BSH the immediate right to terminate without liability or obligation whatsoever. Price: Prices specified shall be firm and complete, including without limitation, containers for adequate goods protection in storage and shipment. In no event shall payment be made, or invoices issued, prior to delivery. All state and federal excise, sales and use taxes shall be stated separately on the invoice. BSH retains all rights to set-offs or holdback, and to impose standard fees, for cause (such as reasonable adjustments made for storage, non-conformity, defective goods, or rejection).