

SPECIAL PRODUCT AGREEMENT FOR SCHEDULED ORDERS

This Agreement is made effective (m/d/yr), between Arcadian Sales LLC (hereinafter "ARCADIAN"), and A corporation having a place of business at (name/address),(hereinafter "CUSTOMER").

1. CUSTOMER wishes to purchase from ARCADIAN certain parts (the "Parts") which are (a) non-cancelable/non-returnable/non-reschedulable (NC/NR") for reasons of obsolescence and/or non-standard character and/or otherwise, and/or are (b) customer specific ("C/S") due to the nature of the parts.
2. The Parts to be procured and their firm delivery schedule are listed in Schedule "A".
3. This Agreement constitutes a firm order for the Parts which are NON-CANCELABLE, the deliveries are NON-RESCHEDULABLE beyond the scheduled delivery dates, and the Parts are NON-RETURNABLE, for any reason whatsoever, including but not limited to, reasons stemming from *force majeure* or acts of God, except for quality related issues duly acknowledged in writing by the manufacturer of the Parts.
4. Any delays by ARCADIAN in delivering product that are due to manufacturer's lead times or to any cause beyond ARCADIAN's reasonable control shall not give rise to liability on the part of ARCADIAN, and shall not affect the binding character of this Agreement nor CUSTOMER's commitments hereunder.
5. CUSTOMER's liability to ARCADIAN for the Parts (in the quantities set forth in Schedule "A") shall be aggregate of the full purchase price of all the Parts: (i) already shipped to CUSTOMER, and/or (ii) held in ARCADIAN's inventory for CUSTOMER, and/or (iii) manufactured, in whole or in part, by ARCADIAN's supplier.
6. This Agreement represents the complete understanding of the parties and overrides all prior representations, agreements and understandings. It shall not be affected by and shall override any incompatible provisions contained in the CUSTOMER's purchase order or other document emanating from the CUSTOMER or ARCADIAN. This agreement cannot be modified or amended to any extent without the prior written consent of both parties.
7. The manufacturer's warranty shall be the only warranty applicable. No other warranty is expressed or implied including, but not limited to, the warranty of merchantable quality or fitness for a particular purpose.
8. This Agreement shall be governed by and construed in conformity with the laws of the State of New Jersey. In connection with any dispute that may arise hereunder, venue shall lie exclusively in the jurisdiction that this agreement is governed by.

SIGNED AND EXECUTED BY THE DULY AUTHORIZED SIGNING REPRESENTATIVES OF THE PARTIES:

CUSTOMER
 Name
 (please print): _____
 Signature: _____
 Title: _____

ARCADIAN
 Name: _____
 Signature: _____
 Title: _____