

PURCHASE ORDER ATTACHMENT GL-15
PURCHASE ORDER ASSIGNMENT AGREEMENT

1. Transferor releases and discharges Buyer, and waives any and all claims, demands, and rights against Buyer which Transferor now has or hereafter may have, in connection with this purchase order; provided, however, such claims, demands, and rights against Buyer, if any, shall pass to and shall enure to the benefit of Transferee.
2. Transferee assumes, agrees to be bound by, and undertakes to perform each and every one of the terms and conditions contained in this purchase order; and Transferee further assumes all obligations and liabilities of, and all claims and demands against Transferor under this purchase order, in all respects, as if Transferee were the original party hereto; however, the Transferor is not released from the aforesaid obligations and liabilities under this purchase order.
3. Transferee ratifies and confirms all actions heretofore taken by Transferor with respect to this purchase order with the same force and effect as if the action had been taken by Transferee.
4. All payments and reimbursements heretofore made by Buyer to Transferor and all other action heretofore taken by Buyer, pursuant to its obligations under this purchase order, shall be deemed to have discharged Buyer's obligations to the extent of such payments, reimbursements, or actions by Buyer. All payments and reimbursements heretofore or hereafter made by Buyer in the name of or to Transferor shall have the same force and effect as if made to Transferee and shall constitute a complete discharge of Buyer's obligations under this purchase order, to the extent of the amounts so paid or reimbursed.
5. Buyer shall not be obligated to pay or reimburse either Transferor or Transferee for, or otherwise give effect to, any costs, taxes, or other expenses, or any increases therein, directly or indirectly arising out of or resulting from the assignment of this purchase order by Transferor to Transferee, other than those which Buyer, in the absence of said assignment, would have been obligated to pay or reimburse under the terms of this purchase order. All monies now or hereafter due from Buyer hereunder shall be subject to set-off against any and all indebtedness of Transferor or Transferee to Buyer, whether the same arises before or after the date of this transfer and whether or not the same relates to this purchase order.
6. Transferor represents that it has advised Transferee of the entire terms of the purchase order, including (without being limited thereto) the purchase order document, attachments, specifications, change notices and collateral instructions and agreements, if any, and Transferee acknowledges receipt of the same. Buyer shall not be responsible for advising Transferee of the terms of the purchase order, but may assume that Transferee is as fully informed as Transferor.
7. Except as modified herein, the provisions of this purchase order shall remain in full force and effect.

NOTE TO BUYER:

The following must be included on the face of the P.O. Change Order when GL-15 is included as an attachment:

"This Change Notice confirms the transfer of this purchase Order from the original 'Seller,' (name of original seller), (referred to hereafter as the 'Transferor'), to the new 'Seller,' (name of new seller), (referred to hereafter as the 'Transferee'), in accordance with the terms set forth in Purchase Order Attachment GL-15 annexed hereto and incorporated herein by this reference. It shall become effective only when the acknowledgment copy hereof is executed below on behalf of both the Transferor and the Transferee and returned to Buyer."

CONFIRMED AND ACCEPTED
(name of transferor)

By _____
Title _____
Date _____

CONFIRMED AND ACCEPTED
(name of transferee)

By _____
Title _____
Date _____

END OF DOCUMENT

THE TEXT OF THIS DOCUMENT SHALL NOT BE CHANGED EXCEPT BY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER