

Purchase Order Terms & Conditions

- 1.) The Seller, by acceptance of this Order, accepts all the terms and conditions hereof. Acceptance of this Order shall take place either by execution and return of the signed acknowledgement copy accompanying the terms and conditions of this Order or automatically if Seller fails to reject the Order within ten (10) business days after issuance of the Order. Any modifications or alterations of or additions to the terms and conditions of this Order, to be binding, must be in writing, signed by an authorized representative of the Purchaser and delivered by the Purchaser to the Seller. Any term, condition or reservation, inconsistent with the terms hereof that may be contained in any printed or standard acknowledgement, invoice form or other document issued by Seller shall be of no effect (Purchaser hereby objects to any such inconsistent terms, conditions, or reservations and notifies Seller that they are rejected), notwithstanding Purchaser's act of accepting or paying for any shipment or otherwise performing the obligations on its part to be observed or performed hereunder.
- 2.) Unless otherwise stated in this Order, payment terms are Net Forty-Five (45) days after delivery of goods and receipt of invoices.
- 3.) Seller represents that any price or prices specified in this Order do not exceed Seller's current selling prices for the same or substantially similar goods to any other purchaser. Unless otherwise stipulated, all prices inserted on the face of this Order shall represent the total cost to the Purchaser as at the point of delivery specified herein, including all sales taxes, excise taxes and custom duties and other government and municipal taxes, levies and charges of every description, including charges for packing, crating, boxing, storage and shipping. If price is not stipulated on this Order, it is not to be filled at higher prices than last previously quoted or charged without written authority of Purchaser.
- 4.) All goods shall be shipped F.O.B. as stated on the face of the Order. If goods are shipped F.O.B. destination or Purchaser's plant, shipping charges must be prepaid in all cases. No insurance premium or shipping costs will be allowed unless authorized in writing. Goods must be packed and delivered to conform with Uniform Freight Classifications to obtain lowest shipping rate. Packing slips must be enclosed with all shipments showing order number, line number, release number, if any, and quantity. Charges accrued through Seller's failure to ship in accordance with Purchaser's shipping instruction will be charged to Seller's account.
- 5.) Time shall be of the essence in this Order. The good(s) must be delivered strictly in accordance with the quantities, specifications and delivery schedule specified, otherwise, in addition to its other legal remedies, Purchaser shall be at liberty to cancel this Order, in whole or in part. Purchaser assumes no obligation for good(s) shipped in excess of the quantities specified in this Order or any goods received by Purchaser more than ten (10) days in advance of the specified delivery date.
 - 5a.) Invoices must be mailed within five (5) business days of shipment.
 - 5b.) All blueprints and required engineering are to be returned with shipment. Any delay in returning this engineering data can result in delayed payment.
- 6.) Goods are subject to inspection by Purchaser, and Purchaser shall be the final judge of the goods. Purchaser will notify Seller within thirty (30) days of delivery whether a particular shipment is accepted or rejected. No payment will be made to Seller with respect to any goods which are rejected on such inspection. Purchaser reserves the right to retain any portion of any shipment not strictly in accordance with specifications and in such case will pay to Seller a reasonable price therefor, but such retention shall not preclude Purchaser from rejecting the remainder of any or other shipments. Rejected goods will be held for Seller's instructions and at Seller's risk and expense. If instructions are not received within fifteen (15) days after notice of rejection, goods will be returned at Seller's expense. No good(s) returned as defective shall be replaced without Purchaser's written permission. Where re-work is required to meet specification requirements, such re-work shall be arranged for by Seller at no cost to Purchaser. Payment for goods shall not constitute acceptance thereof by Purchaser, nor shall Purchaser's inspection or omission to inspect relieve Seller of its obligation to furnish all good(s) in strict accordance with all terms and provisions of this Order.

