

PURCHASE ORDER TERMS AND CONDITIONS

1. Any different or additional terms or conditions in Seller's acknowledgment of this order are not binding unless accepted in writing by Buyer.
2. Seller expressly covenants that all goods and services applied will conform to Buyer's order, will be merchantable, fit and sufficient for the particular purpose intended and free from defects, liens and patent infringements. All such items will conform to specifications and/or drawings. Unless manufactured pursuant to detailed design furnished by Buyer, Seller warrants that the items delivered hereunder will be free from defects of design. The warranties of the Seller together with its service warranties and guarantees, if any, shall run to the Buyers and/or its customers.
3. Time of delivery is of the essence in this contract. Buyer reserves the right to cancel all or any part of this order or refuse any goods if Seller fails to deliver all or any part of the goods in accordance with the delivery dates or other terms of this order. Acceptance of any part of this order shall not bind Buyer to accept future shipments nor deprive it of the right to return goods already accepted.
4. Delivery shall not be complete until goods have been actually received and accepted by Buyer. Notwithstanding any agreement to pay freight, express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller.
5. All of the terms and conditions of this contract shall govern the transaction herein, and any different or additional terms and conditions contained on Seller's confirmation, contract or proposal form shall be of no force and effect unless the parties specifically agree hereto in writing.
6. Packing and Shipping - All articles are to be suitably packed or otherwise prepared for shipment so as to secure the lowest transportation rates and to meet carrier's requirement. No charges will be allowed for packing, crating or cartage, unless stated in the order. Each container must be marked to show order number, and job number, and a packing sheet to be with each shipment.
7. INVOICES - (a) Payment of Seller's invoice is subject to adjustment for any shortage or for rejection. (b) Individual invoices must be issued for each shipment applying against this order. (c) Freight and other charges must be shown separately.
8. Delivery made to a job site must be at a time scheduled with the Buyer. Buyer is not obligated for any redelivery charges. Buyer will not be obligated for any goods delivered to job site not received by Buyer employees, or agent of Buyer.
9. By acceptance of this order, Seller acknowledges that other agreements between Seller and Buyer shall to the extent inconsistent with this agreement, be subordinate to the terms contained herein.
10. EQUAL OPPORTUNITY EMPLOYER