



## Purchase Order Terms & Conditions

The following terms and conditions and any specifications, drawings, and additional terms and conditions which may be incorporated by reference or appended hereto are part of this purchase order. By accepting the order or any part thereof, the Seller agrees to and accepts all terms and conditions.

1. The cash discount period acceptable to Buyer shall commence on the date of the receipt of the merchandise or on the date of receipt of the invoice, whichever may be the later.
2. In the event of Seller's failure to deliver as and when specified, Buyer reserves the right to cancel this order or any part thereof without prejudice to its other rights, and Seller agrees that Buyer may return part of all of any shipment so made and charge Seller with any loss or expense sustained as a result of such failure to deliver.
3. In the event of any article sold and delivered hereunder shall be covered by a patent, copyright, or application thereof, Seller will indemnify and save harmless Buyer from any and all loss, cost, or expense on account of any and all claims, suits, or judgments on account of the use or sale of such article in violation of rights under such patent, copyright, or application.
4. Seller guarantees that the design and performance of all items being purchased conform with the requirements of applicable insurance and government health and safety regulations, including regulations administered by OSHA and EPA.
5. Seller agrees not to use the name of Buyer or to quote the opinion of any of Buyer's employees in any advertising without obtaining the prior written consent of Buyer.
6. Buyer may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
7. Seller agrees to indemnify, defend, and hold harmless Buyer, its trustees, officers, agents, and employees of, from, and against any and all claims and demands which may arise in any way out of the furnishing of goods or services hereunder, including, without limitation, claims and demands, arising from injury to or death of personnel of Buyer or for damage to property of Buyer, except those arising by reason of the negligent or willful act of Buyer, its officers, agents, or employees.
8. The Buyer reserves the right to terminate or cancel any purchase order or contract with 30 days written notice to Seller.
9. It is the policy of the Buyer to give favorable consideration to those suppliers who do not discriminate against any employee or applicant for employment because of race, creed, color or national origin.

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