

Purchase Order - Terms & Conditions

Goods purchased from our supplier (Seller) will be confirmed with a Purchase Order from our company (Buyer). The Purchase Order will confirm the telephone, text, or email transacted contract between the Seller and the Buyer. Acceptance of the Purchase Order shall be considered a contract in the location of Buyer's office shown on the Purchase Order and shall be governed by the laws of that state.

GENERAL

The grade rules of the grading association (NHLA or other recognized grading agency) whose stamp appears on the goods sold by the Seller shall be deemed included in and part of the contract except as otherwise set out herein. Any inconsistency between those rules and the terms and conditions contained herein shall be resolved in favor of the terms and conditions contained herein. No other modification of those rules shall be effective unless made in writing and signed by Buyer's authorized representative.

CLAIMS

Claims for shortages, defects, nonconforming goods or errors in shipment shall be made as promptly as practical after delivery to the ultimate destination, except as otherwise provided in the Purchase Order. Failure to inspect, accept or reject the goods or failure to detect defects by inspection shall neither relieve Seller from responsibility for the goods nor impose liabilities on the Buyer.

Reinspection of the goods sold hereunder shall be conducted by the association which grade stamped the goods. The rules and standards of that association shall govern and shall be the basis for final settlement. The findings of that association shall be binding upon the parties in the event of litigation or arbitration. The expenses of such inspection and survey shall be borne by Seller if the item complained of is found to be more than 5% below grade.

SELLER'S WARRANTIES

Seller warrants as follows: 1. goods sold hereunder conform to the terms and specifications in the Purchase Order and are free from liens and patent infringements. 2. all goods will be of merchantable quality and free from all defects. 3. all goods furnished to Buyer will comply with and be

manufactured, priced, sold, and labeled in compliance with all applicable federal, state, and local laws, rules, ordinances, regulations, and codes, including without limitation, environmental protection, labor, consumer product safety regulations and labeling requirements. 4. all goods furnished to Buyer comply with all United States laws and regulations applicable to trademark, copyright and patent rights.

FORCE MAJEURE AND CANCELLATION

In the event of U.S. or foreign government intervention, trade restrictions, and/or quotas which delay or prevent delivery of the goods, Buyer, at Buyer's option, may cancel purchase of goods without liability. In the event any of the goods shall become subject to any governmental fees or duties not presently in effect, or to any increase in any existing fee or duty, including any antidumping duty or countervailing duty, Buyer, at Buyer's option, may cancel the unshipped balance of the goods without liability.

ARBITRATION

Any controversy or claim arising out of or related to any contracts between Buyer and Seller or breach thereof shall be settled by arbitration under the applicable Rules of the American Arbitration Association, or under the rules of any other organization providing arbitration services which may be agreed upon by the parties, with the place of arbitration being the city in which Buyer's office shown on face of Purchase Order is located. Judgment may be entered upon the arbitration award. In connection with any arbitration proceeding, each party shall pay (a) one-half of the arbitrator's fees and any administrative charges associated with the proceeding, and (b) all of its own attorney and other professional fees and costs.

INDEMNIFICATION

Seller agrees to defend, indemnify and hold harmless Buyer from all claims, losses, damages, costs and legal fees of any nature whatsoever, including but not limited to consequential or incidental damages, arising out of or related to any acts or omission, including negligence of Seller, its agents, employees, subcontractors, or any other persons directly or indirectly acting on behalf of them.

The indemnified losses shall include, without limitation, those losses incurred as a result of any violation of any law, regulation, or order; bodily injury, death or property damage; breach of warranty; representation or misrepresentation regarding a product's attributes or performance ability.

INSURANCE

Seller agrees to maintain, in force, insurance coverage for the indemnity obligations set forth above, including contractual liability insurance.

PAYMENT TERMS

Payment terms shall be as noted on the Purchase Order and unless otherwise noted our standard is 1% 10 net 30.

TITLE AND RISK OF LOSS

Unless otherwise specified in the PO, title to products and risk of loss will pass to Buyer when shipments are received at the specified delivery point (FOB Destination).

SET-OFF

Buyer and Seller agree that Buyer may deduct and set-off from any sums due and owing Seller amounts equal to the costs, damages and losses that Buyer has incurred as a result of the failure of the goods to comply with the specifications and/or any breach of this or any other contract by Seller.

The following additional terms and conditions apply to any purchases of goods manufactured outside of the United States.

COUNTRY OF ORIGIN

Seller shall not provide Buyer with any goods which are falsely or fraudulently labeled as to country of origin information or otherwise. Seller agrees not to engage in practices or arrange for purchase of any goods or services from others who engage in practices which aid or abet the transshipment of goods in a manner which conceals the true origin of the goods or which permit the evasion of any quotas on any goods shipped by Seller.

CHANGES IN DUTY AND/OR FREIGHT RATES

Changes in duty made after date of the contract shall be for the account of the Importer of Record unless otherwise specified. Any change in freight rates between contract date and bill of lading date above and beyond the negotiated price shall be for the account of Seller.

DETENTION

Goods are purchased subject to inspection by USDA, or any other United States Government Department, Bureau or Agency with jurisdiction over them. If the goods in whole or part are detained by the United States Government and not released within 60 days for entry, Seller may provide the same material from another source with Buyer's approval in order to meet Buyer's contractual obligations to third parties.