



Terms and Conditions

- 1 Receipt of this Purchase Order by the Vendor will imply acceptance of the Order and terms and conditions therein unless written notice is given by the Vendor to 24 Hours from the date of this Purchase Order, Provided that no goods or services have been delivered by the Vendor, expressing the Vendor's non-acceptance of this Order, When this Purchase Order is accepted by the Vendor expressly or implied such acceptance shall be subject to all the instructions, terms and conditions of this Purchase Order of which the Vendor admits having notice and with which the Vendor agrees to comply by your acceptance hereof, you agree to supply the goods herein described at the price and subject to the terms and conditions stipulated.
- 2 Vendor represents, guarantees and warrants to Buyer:
 - (A) That any articles, machines, products or materials covered by this Purchase Order will be fit for the uses for which they are intended and to which they are normal
 - (B) That any articles, machines, products or materials covered by this Purchase Order shall not infringe any patent not owned or controlled by the Vendor and that neither the normally anticipated uses thereof by the Buyer nor any special methods of using same known by the Vendor to be contemplated by the Buyer will infringe any patent.
 - (C) That Vendor shall indemnify Buyer and its subsidiary or associated corporations against and hold it and them free and harmless from any loss, damage and expense (including attorney's fee and other legal expenses) resulting from or arising out of any claim of patent infringement or from patent litigation based upon any alleged patent infringement covered by paragraph (B) of this clause 2.
 - (D) That Vendor shall upon request by Buyer take over the defense of any such patent suit against Buyer and its subsidiary or associated corporations without cost or expense to Buyer, it being understood however that Buyer may retain its own counsel and participate in any such patent litigation for the further protection of Buyer's interests..These warranties are in addition to and shall not be construed as restricting or limiting any warranties of Vendor expressed or implied which are provided by law or implied by operation of law.
- 3 If the work covered by the Buyer's Prime Contract shall be canceled in whole or in part, the Buyer may, by written notice to the Vendor, cancel the work to the extent that it is not required due to the cancellation of the work covered by the Prime Contract and at the time of such cancellation if any portion of this Order been performed or supplied, the Buyer shall only be liable to pay for that portion of the work actually performed by the Vendor, provided that as a condition precedent the Buyer has received payment through the Prime Contract for the work provided up to the time of cancellation of this Order. The Vendor specifically acknowledges the right of the Buyer to order changes in the work including deletions therefrom and any such changes ordered in writing by the Vendor shall not be construed or interpreted as efforts to unilaterally vary the terms of this agreement.
- 4 Buyer responsibility will be limited to the quantities included as part of this Order notwithstanding clause 3 of these conditions. Quantities delivered in excess of those expressly contained herein or variance of materials described, without written authorization of the Buyer will not be recognized towards fulfillment of the terms of this Purchase Order and it will be the Vendor's responsibility to complete this Order in addition to any additional items or materials that may or may not be included as part of this Order, Buyer may upon written notice to the Vendor increase or decrease the scope of work included in this Order, the Buyer will revise the amount of this Order based on the agreed to price between the Buyer and Vendor for any such revision.
- 5 The Vendor shall be bound to the Buyer by the terms of the General Conditions, drawings and specifications insofar as they relate or may be applied to the work of the Vendor and the Vendor agrees to assume towards the Buyer all the obligations and responsibilities that the Buyer assumes toward the Owner. The Buyer agrees to be bound to the Vendor by all the obligations that the Owner assumes to the Buyer under the Contract Documents and by all the provisions thereof affording remedies and redress to the Buyer from the Owner. When any provision of this Purchase Order is at variance with the plans and specifications, this Purchase Order shall govern.
- 6 This Purchase Order may not be assigned in respect without Buyer's written consent.
- 7 Material shipped in excess of Buyer's Order may be returned at Vendor's expense. Buyer will not be responsible for any material furnished without a written Order and signed by Buyer.
- 8 Buyer reserves the right at any time to modify this Order by making changes in drawings and specifications as to any material and/or work covered by this Order of by requiring additional work or directing omission of work. Any difference in price or time for performance resulting from such modification shall be equitably adjusted and the contract shall be modified in writing accordingly.
- 9 (A) Any goods found to be defective upon Buyer's inspection at receipt are to be returned at Vendor's expense for either credit or replacement. If replacement is made goods must be prepaid. Goods are subject to Buyer's inspection both before and after delivery and not withstanding prior payment. Prepayment shall not constitute acceptance.
(B) All work during the performance of this Purchase Order shall be open to inspection and test at the Vendor's plant by authorized representatives of the Buyer. For the purpose of inspection, Vendor shall at all times allow such representatives free access to the plant and its operations hereunder, and at no expense to the Buyer shall furnish such supplies, facilities and services as may required for this inspection and testing.
- 10 If this Order is not filled in each particular as specified, Buyer reserves the right to do one or more of the following:
 - (A) To cancel this Order.
 - (B) To recover all loss, damage and expense caused by such failure unless failure is the result of causes entirely beyond Vendor's control and Vendor has given immediate notice of such causes.
 - (C) To require delivery by any means, Vendor to pay any increased transportation costs.
- 11 Unless otherwise agreed in writing, all tools, equipment or material of every description furnished to the Vendor by the Buyer, or specifically paid for by the Buyer and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of the Buyer, Such property, and whenever practical, each individual item thereof, shall be plainly marked or otherwise adequately identified by the Vendor as "PROPERTY OF ALLTRADE INDUSTRIAL CONTRACTORS INC.", and shall be safely stored separate and apart from the Vendor's property and shall remain free of liens and encumbrances. The Vendor shall not substitute any property for the Buyer's property and shall not use such property except in filling the Buyer's orders. Such property while in the Vendor's custody or control shall be held at the Vendor's shall be kept insured by the Vendor at the Vendor's expense in an amount equal to the replacement cost with loss payable to the Buyer and shall be subject to removal at the Buyer's written request, in which event the Vendor shall prepare such property for shipment and shall redeliver to the Buyer in the same condition as originally received by the Vendor, reasonable wear and tear excepted, The Buyer shall have the right to all reasonable times upon prior request to enter the Vendor's premises to inspect any and all such property.