



## **PURCHASE ORDER TERMS AND CONDITIONS**

**These terms and conditions ONLY apply to purchase orders without a fully executed contract attached. If a fully executed contract is attached to the purchase order, the terms and conditions of that contract govern. Similarly, these terms and conditions do not apply to reimbursements.**

**OFFER/ACCEPTANCE** - If this purchase order ("PO") refers to the Seller's bid or quote provided in response to a Buyer's solicitation, then this PO is an acceptance of the offer to sell set forth in the bid or quote, in accordance with the requirements of the Buyer's solicitation. If no quote, bid, or proposal is referenced, this PO is an offer to buy, subject to the Seller's acceptance, which must be demonstrated by either performance of the purchase order or by a formal acknowledgement in writing. In the event the Seller's terms and conditions are included in, or attached to any quote or bid, the Seller agrees that the terms and conditions of this PO govern over those of the Seller regardless of any statement to the contrary.

**PRICE/DELIVERY** – Unless otherwise specified, the price stated includes all charges and expenses of the Seller. The delivery deadline is as set forth in the PO (date requested) and time is of the essence. Delivery shall be FOB destination to the ship to address indicated in the PO. Title passes to the Buyer upon delivery and acceptance.

**NO AUTOMATIC RENEWALS** – This PO will not automatically renew. In the event the parties wish to extend the PO, they shall initiate the process set forth in CHANGES below.

**ACCEPTANCE OF GOODS OR MATERIALS** – All goods or materials are subject to inspection and acceptance by the Buyer. Any rejection of goods or materials due to failure to comply with the terms of the PO or due to damage, provided the damage is not the result of the negligence of the Buyer, its employees or agents, will be at the Seller's risk and expense.

**CHANGES** – The Buyer may, with the consent of the Seller, make changes to the PO. All changes must be in writing approved by both parties, and the PO shall be modified to reflect the change.

**WARRANTY** – The Seller warrants that all goods or materials furnished (a) conform to the specifications, drawings, samples or other descriptions provided by the Buyer, (b) be merchantable, of good quality and workmanship, and free from defects, and (c) the sale or use of the goods or materials will not infringe on any patent, copyright, or trademark. Unless otherwise specified, all goods and materials shall be new and of the manufacturer's current model.

**PAYMENTS** – The Seller will issue an invoice to the Buyer on or after completion of delivery as set forth in the PO. Except in the case of a good faith dispute, Buyer will pay all properly invoiced amounts within 30 days of receipt of the invoice.

**INDEMNITY** – The Seller shall indemnify and save harmless the Buyer from and against any claims, injuries, damages, or losses, including attorney fees and litigation expenses, arising out of the performance of the Seller. Nothing in this PO shall limit the Seller's liability to the Buyer in instances when its indemnification obligation arises.

**TERMINATION FOR CONVENIENCE** - The Buyer may terminate this PO, in whole or in part, whenever the Buyer shall determine that such termination is in the best interest of the Buyer. In the event of such termination, the Buyer shall only be responsible for the payment of goods or materials received or costs incurred by the Seller up to the date of termination. Notice of termination shall be delivered to the Seller in writing specifying the performance to be terminated and effective date of termination. The Seller shall promptly stop work to the extent specified in the notice.

**ASSIGNMENTS** - This PO shall not be assigned or transferred without written consent of the Buyer.

**APPLICABLE LAW** - This PO is governed under the laws of the State of Wisconsin. The Seller shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this PO and which in any manner affect the work or its conduct.