



5 Center Road West
Old Saybrook, CT 06475
860-526-1838

- BY ACCEPTING THIS ORDER, THE SUPPLIER/PURCHASER AGREES TO THE FOLLOWING:
- ORDER NUMBERS: Buyer will communicate a purchase order number (the "Purchase Order Number") to Seller by telephone, fax or e-mail. Seller/Buyer shall include the Purchase Order Number on every packing sheet, invoice and every other communication related to this order.
- PACKING AND SHIPPING: All items must be properly prepared for shipment to secure lowest transportation rates and comply with carrier regulations.
- SHIPMENT OR DELIVERY: If it appears Seller/Buyer will not meet such schedule or if Seller/Buyer fails to meet such schedule, Seller/Buyer shall, upon request of Buyer/Seller and in addition to any other rights or remedies provided to Buyer/Seller by law or under this purchase order, ship via expedited routing necessary either to meet such schedule or to recover the maximum possible time lost by failure to ship or deliver on schedule, and the difference between the expedited routing and the purchase order routing cost shall be borne by Seller. Buyer reserves the right, at Seller's expense, to return any goods shipped in advance of the schedule set out in the purchase order.
- INSPECTION: All items are subject to final inspection and acceptance by Buyer at the destination notwithstanding any prior payment or inspection at the source.
- REJECTION: Buyer shall notify Seller if any items delivered hereunder are rejected for being nonconforming, and, at Buyer's election and Seller's risk and expense, such items may be returned to Seller. Seller shall issue Buyer a credit for all costs and expenses with respect to such rejected items or replace or correct rejected items, at Buyer's election.
- WARRANTY: Seller warrants that all goods delivered hereunder shall be merchantable, fit for their particular purpose and free from defects, whether latent or apparent. Seller warrants that all services performed hereunder shall be performed in a good and workmanlike manner by qualified, trained personnel, free from errors. Seller's warranties shall be enforceable by Buyer and shall run to Buyer's customer(s).

- **CHANGES:** Buyer/Seller may make changes to any services to be performed or to any goods to be specifically manufactured, but no change shall be effective, nor shall Buyer/Seller be obligated to pay any increase in compensation as a result of a change, unless Buyer/Seller issues a written change order. Changes which increase or decrease pricing shall be revised as mutually agreed to in writing.
- **INVOICES/PAYMENT:** A separate invoice shall be issued for each shipment and for each Purchase Order Number, with the Purchase Order Number stated on the face of the invoice. No invoice shall be issued prior to shipment of goods, and no payment shall be made prior to receipt and acceptance of conforming goods and invoice. Payment terms commence upon receipt, inspection, and approval of material. Payment terms are net 30 days of receipt of inspection of material and correct invoice.
- **CONFIDENTIALITY:** Seller/Buyer shall keep confidential all information designated as confidential by Buyer/Seller or reasonable known to be confidential, including, but not limited to, designs, processes, drawings, specifications, reports, data and other technical or proprietary information and the features of all parts, equipment, tools, gauges, patterns and other items furnished or disclosed to the Seller/Buyer by Buyer/Seller in connection with this purchase order ("Buyer's Confidential Information"). Seller/Buyer shall not disclosure such information to any third party without the written consent of Buyer/Seller and shall not use Buyer's Confidential Information except as contemplated in this purchase order.



Operations Manager

01/20/2022