

MULTI-CONVEYOR PURCHASING GENERAL TERMS & CONDITIONS

1. Identification of shipments. The Purchaser cannot and will not be responsible for any material unless each package, case, etc. is clearly identified on its outer covering as to 1. Seller 2. Purchase Order Number. If Purchaser furnishes shipping tags for direct shipment to Purchaser's customer, Seller assumes responsibility of non-acceptance of shipments by Purchaser's customer in the event such shipping tags are not attached to packages, cases, etc. On shipments direct to Purchaser's customer where no shipping tags are furnished, packages, cases, etc., must be marked as specified on face of order.
2. Boxing, Packing or Cartage. No charges for boxing, packing, or cartage will be allowed unless stated hereon or later agreed to by this company in writing.
3. Invoices. Invoice showing Purchase Order Number and Item Number must be mailed to the Purchasing Department of the Purchaser no later than the day following shipment, irrespective of whether shipment is in part or in whole.
4. Inspection. The material or apparatus to be supplied against this Purchase Order shall, at the Purchaser's option, be subject to inspection and test at the maker's works.
5. Rejected material. Rejected material shall be returned to the Seller at the Seller's expense.
6. Time of Delivery of this order is of the essence, and Purchaser reserves the right to cancel without cancellation charges, all or any part of this order if not filled within the specified time. Exercise of such right of cancellation shall not be deemed a waiver of any other right reserved to the Purchaser herein, or by law, for any delay or failure to deliver as specified.
7. No partial shipments accepted unless agreed upon by both parties.
8. The Seller agrees to comply with all Federal, State, County and Municipal laws, regulations, ordinances and enactments of every kind, existing on the date of this purchase order or which may become effective during the period of constructions, fabrication, shipping or installation of the materials comprised under this purchase order.
9. The price or prices in this purchase order are not subject to change by Seller or Maker, and no additional changes may be added to the price or prices in this purchase order unless agreed to by Purchaser in writing. Seller's acceptance of this purchase order at a price or prices other than as specified by Purchaser, or subject to prices at time of shipment shall be regarded as a counteroffer by Seller which shall be deemed rejected by Purchaser unless accepted by Purchaser in writing.
10. In the event approval is not secured from the Owner; or if the Owner's order to the Purchaser is cancelled, cancellation of this order shall occur automatically, without cancellation charges by the Seller: and no obligation of any description, whatsoever, shall exist on the part of the Purchaser toward the Seller.
11. The contract price appearing on this Purchase Order is final as to payment for the material covered by the specifically listed items, as defined by the enumerated specification paragraph numbers, with exceptions as noted, and there shall be no additions to or other modifications of such contract price, except as such modifications may result from actual change in the specifications. If such changes become necessary, any alteration of the contract price shall be covered by separate order which shall be issued to cover such changes. Seller shall not proceed with changes affecting contract price without specific authorization in WRITING from the Purchaser.
12. Payment and discounted periods shall commence only upon receipt of both the material and equipment and proper invoice or invoices at the place specified in this purchase order. Purchaser reserves the right to return to the Seller for correction any and all invoices which are inconsistent with this purchase order.
13. The purchaser reserves the right to return to Seller at the invoice price all items on this order.
14. Seller represents and warrants to Purchaser that all material and equipment rented, leased or purchased under this purchase order meets all standards of the Occupational Safety and Health Act of 1970 and Construction Safety Act of 1969, as amended from time to time, and of applicable State and Local laws, regulations, standards or requirements pertaining to safety as amended from time to time.
15. All material and equipment furnished under this order shall be guaranteed by the Seller against defects, and Seller agrees to replace without charge to Purchaser said material and equipment, or remedy any defects, latent or patent, not due to ordinary wear and tear, or not due to improper use of maintenance which defects may develop within one year from date of acceptance by Owner, or within the guarantee period set forth in applicable plans and specifications, whichever period is longer.
16. All material and equipment furnished under this order shall be subject to the approval of the architect, engineer, or any other party designated, and Seller shall furnish the required submittal data and number of samples for said approval. In the event such approval is not obtained, the order is cancelled, with no liability on the part of either Purchaser or Seller, unless the order is placed with the understanding that the material and equipment is to be supplied of the type and in such a manner as to meet requirements of plans and specifications. In the latter case, Seller shall comply without further cost to Purchaser.
17. All material and equipment furnished hereunder shall be in strict accordance with the contract documents, including plans, specifications, and general and special conditions, applicable to Purchaser and such contract documents shall be deemed a part of this purchase order. Seller warrants that they will comply with said contract documents and agrees to be bound thereby in the furnishing of material and equipment under this purchase order.
18. Seller warrants that the material and equipment delivered under this purchase order is suitable for the purpose intended, and Seller guarantees that said materials and equipment will produce capacities and meet design specifications and function: (1) as called for in the plans, specifications or addenda: and (2) as herein set forth: and (3) as published or warranted by the manufacturer for the equipment involved. In the event the equipment does not meet the foregoing requirements, Seller shall immediately on written notice from Purchaser replace the same, or remedy the deficiency, without expense to the Purchaser, and Seller shall indemnify and hold Purchaser harmless from any damages resulting from the breach of said warranties and guarantees and shall reimburse Purchaser for all consequential losses or damages sustained by purchaser as a result of Seller's breach of said warranties and guarantees.
19. The seller hereby agrees to indemnify and save harmless the Purchaser from and against all claims, liability, loss, damage or expense, including attorney's fees, by reason of any actual or alleged infringement of letters patent, or of any litigation based thereon covering any article purchased hereunder.
20. Seller shall furnish all necessary lien waivers, affidavits or other documents, required to keep the Owner's premises free from liens or claims from liens, arising out of the furnishing of the material or equipment herein, as payments are made from time to time under this purchase order.
21. All prior representations, conversations, or preliminary negotiations shall be deemed to be merged in this order, and no changes will be considered or approved unless this purchase order is modified by an authorized representative of Purchaser in writing.
22. In the event of default of any of the terms or conditions set forth herein, Seller agrees to pay all of Purchaser's costs resulting therefrom, including but not limited to reasonable attorneys' fees incurred by Purchaser in enforcing this purchase order.
23. Constructor/Seller agrees to indemnify Buyer for any loss including fines, penalties and corrective measures Buyer may sustain by reason of Constructor's/Seller's failure to comply with safety laws, rules and regulations. Constructor/Seller shall incorporate this entire article in all its contracts with lower tier subcontractor. Failure to comply with any provision of this article shall be considered a material breach of contract.
24. This purchase order shall be construed according to the laws of the State of Wisconsin.
25. This purchase order shall not be binding upon Purchaser until Purchaser receives a signed acknowledgement copy specifying the shipping dates. If the signed acknowledgement copy is not received by Purchaser within ten (10) days of the order date, the purchase order shall be deemed void. Seller's acceptance is subject to the terms and conditions stated on the face and acknowledgement copies hereof, which Seller agrees shall constitute the final and complete agreement between Purchaser and Seller. Any modification of this purchase order shall be ineffective unless made in writing and signed by the Purchaser and Seller.
26. Show our Purchase Order Number and Line Item Numbers on all invoices.