



Terms and Conditions of Purchases

1. Acceptances – Sellers commencement of the fabrications of the goods referenced in the Order or the shipment of such goods will be deemed an acceptance of the Order.
2. Delivery – Time is of the essence with respect to this Order. If delivery is not completed by the time specified, the Buyer has the right to cancel the Order without penalty.
3. Shipment – All goods are to be suitably prepared and packed for shipment in accordance with good commercial practices so as to affect avoidance of damage.
4. Warranties – Seller expressly warrants that all goods furnished under the Order conforms to all drawings, specifications and appropriate standards, will be new, and will be free from defects in material and workmanship.
5. Price Warranty – Seller warrants that the prices for the goods hereunder are not less favorable than those currently extended to other customers of the Seller for the same or similar goods in the same quantities.
6. Changes – Buyer has the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. Seller will accept such change subject to a possible adjustment in price agreed to in advance with the Buyer. No modification of the Order will be made by the Seller without the written consent of the Buyer, in advance.
7. Indemnification – Seller will defend, indemnify and hold the Buyer harmless against all damages, claims and liabilities, including legal fees, resulting in any way from any defect in the goods provided hereunder, or from any act or omission of the Seller, its' employees or subcontractors.
8. Proprietary Information – Seller will consider all information furnished by the Buyer to be confidential and will not disclose any such information to any person or use such information for any purpose other than performing its obligations under the Order without prior written permission from the Buyer.
9. Inspection/Testing – Payment for the goods and services provided hereunder will not constitute acceptance thereof. Buyer has the right to inspect and reject any or all of said goods which in the Buyers judgment are defective or non-conforming. Seller will be responsible for all expenses of inspection and return of such defective goods as well as replacement. Nothing in the purchase order is intended to relieve the Seller of it's obligation of testing, inspection and quality control.
10. Termination – Buyer reserves the right to terminate this Order, or any part thereof, at any time, solely for it's convenience in which case the Seller will be paid reasonable charges for work done and expenses incurred up to the date of termination. Buyer may also terminate this Order for cause in the event that the Seller fails to comply with any of the terms and conditions of the Order. In the event of termination for cause, Buyer will not be liable to Seller for any amount of damages to the Seller caused by their termination.
11. Patents, Copyrights and Trademarks - Seller assumes the liability for the defense and any damages incurred by the Buyer arising from alleged patent, copyright or trademark infringement of the goods provided under the Order, including any legal expenses incurred by the Buyer in it's own defense.
12. Limitation on Buyers Liabilities – In no case will the Buyer be responsible for anticipated profits or incidental or consequential damages. The limit of the Buyer liability for any breach of its obligations under this Order will be limited to the total price of the goods on the Order.
13. Title and Risk of Loss or Damage – Title to the goods on the Order pass to the Buyer when delivered to the carrier for transport to the Buyer. It is the Buyer's responsibility to specify if insurance is required on the goods when the Seller is arranging transportation. It is the Seller's obligation to specify the insurance to the carrier, at the Buyer's expense, when the Buyer has specified insurance is required.
14. EEO Policy – Seller attests that it is in compliance with all applicable rules and regulations of the Secretary of Labor and other government agencies relating to fair employment practices and discrimination.
15. Governing Law – This Order will be governed by the laws of the State of Illinois.
16. Taxes – Buyer will not be liable for any federal, state or local taxes unless agreed to by the Buyer and separately stated on their order.
17. Waiver – Buyer's written authorization to modify or waive any term or condition of the Order [or breach hereunder] will not waive any other terms, conditions, rights or privileges.
18. Entire Agreement – This Order, together with any documents referred to on the face hereof, constitutes the entire agreement between the parties.