

## **PURCHASE ORDER CONDITIONS FOR SALE**

1. Purchaser reserves the right to cancel purchase if [products] not delivered within the time specified by the Vendor.
2. In the event that shipment will be delayed, Vendor must give written notice to the Purchaser setting out the cause and anticipated duration of the delay. If the delay is in excess of \_\_\_\_\_, Purchaser may cancel this purchase order. Except in circumstances where the delay was beyond the reasonable control of the Vendor, Purchaser may charge the Vendor with any losses incurred which are attributable to such delay.
3. Vendor expressly warrants that all [products] shipped hereunder will conform to the Purchaser's [samples/specifications/designs] and will be suitable for their intended purpose, of merchantable quality, of good material and workmanship, and free from defect. Vendor will indemnify and save harmless the Purchaser from and against any and all liability for loss, damage or injury to persons or property in any manner arising out of or incidental to the performance of this purchase order. This indemnification will survive the completion of this order.
4. All [products] shall be delivered subject to inspection by the Purchaser's duly authorized agent, and payment for same shall not constitute acceptance of [products] by the Purchaser. Vendor will pay all costs of delivery for return of defective [products] by Purchaser.
5. Vendor will pay the costs of delivery for return of [products] shipped in excess of quantities ordered.
6. Vendor shall keep confidential all technical data, designs, specifications, samples, prototypes, documents and other materials provided to it by Purchaser for the purpose of completing the order hereunder, and shall not copy or reproduce or allow any of its agents, representatives, employees, contractors, sub-contractors or any other person acting for or through it to copy or reproduce any information contained in such materials without the prior written consent of Purchaser. Any and all such materials provided to the Vendor by the Purchaser are to maintained in good condition and shall be returned immediately at the Purchaser's request therefor. Vendor shall be liable for any damage to such materials in its possession, except for ordinary wear and tear.

**THIS IS A 2-PAGE FORM.**