Additional Terms and Conditions of Purchase Order

Products and Services

1. General Provisions:

1.1 A Purchase Order (PO) is a contract used between the Supplier and the Company for the delivery of goods or services. The PO is a contract for the sale or purchase of goods or services, the terms and conditions of which are incorporated into the PO. The Supplier agrees to supply the goods or perform the services in accordance with the terms and conditions of this PO. This PO is the sole and exclusive agreement between the parties and supersedes all prior negotiations, representations, and agreements, both written and oral.

2. Interpretation of Terms:

2.1 Terms may be used in the singular or plural, the use of either shall not limit the other.

3. Scope of Work:

3.1 The Supplier shall perform the work as specified in the PO. The Supplier shall perform the work in a timely and workmanlike manner, in accordance with the specifications, drawings, and instructions provided by the Company.

4. Payment Terms:

4.1 Payment shall be made in accordance with the terms specified in the PO. The Supplier shall invoice the Company for the work performed and materials supplied in accordance with the terms and conditions of the PO. The Supplier shall not be entitled to receive payment unless and until the goods or services have been delivered and accepted by the Company.

5. Liabilities and Responsibilities:

5.1 The Supplier shall be responsible for all damages, losses, or injuries to persons or property arising out of the performance of the work under the PO. The Supplier shall defend, indemnify, and hold harmless the Company from and against all claims, losses, damages, and expenses arising out of the Supplier's performance of the work.

6. Confidential Information:

6.1 The Supplier shall hold in strict confidence all information furnished by the Company, including, but not limited to, technical data, specifications, and designs, and shall not disclose such information to any third party without the prior written consent of the Company.

7. Transfer of Ownership and Product Risks:

7.1 The ownership and risks of the goods purchased shall pass to the Company on delivery to the Company, subject to the inspection and acceptance of the Company.

8. Failure of Timely Delivery:

8.1 If the Supplier fails to deliver the goods or perform the services as specified in the PO, the Company may cancel the PO or any part of it at any time without liability to the Supplier.

9. Change Orders:

9.1 Any change orders or modifications to the PO must be in writing and signed by both parties. The Supplier shall not be entitled to any additional compensation for changes requested by the Company without a written change order.

10. Intellectual Property Rights:

10.1 The Supplier shall ensure that all goods and services supplied under the PO do not infringe any intellectual property rights of third parties. The Supplier shall indemnify the Company against any claims or liabilities arising out of such infringement.

11. Miscellaneous:

11.1 This PO contains the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, both written and oral. This PO may be amended or modified only in writing signed by both parties.

12. Entire Agreement:

12.1 This PO contains the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, both written and oral. This PO may be amended or modified only in writing signed by both parties.

13. Governing Law:

13.1 This PO shall be governed by and construed in accordance with the laws of the country in which the goods or services are to be delivered, or the laws of the country in which the Supplier's office is located, or any other country whose laws may apply to any of the parties or its affiliates.

14. Indemnification:

14.1 The Supplier shall indemnify and hold harmless the Company from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the Supplier's performance of the work under the PO.

15. Governing Law:

15.1 This PO shall be governed by and construed in accordance with the laws of the country in which the goods or services are to be delivered, or the laws of the country in which the Supplier's office is located, or any other country whose laws may apply to any of the parties or its affiliates.