

Purchase Order

Purchase Order Number:

Date of Issue:

Buyer

Seller

Goods/Services Subject to PO

Item No	Description of Goods/Services	Quantity	Unit Price	Total Price

Total Price:

Tax(es):

Delivery:

TOTAL:

Terms & Conditions

1. Acceptance of Purchase Order

This Purchase Order ("**PO**") constitutes an offer by the Buyer to procure the goods and/or services described herein. Acceptance by the Seller shall occur upon the earliest of written acceptance; acknowledgment via email; commencement of production; or shipment of goods. Any terms proposed by the Seller in quotations, invoices, acknowledgments, or other documents that add to, vary, or conflict with this PO shall be deemed rejected unless expressly accepted in writing by the Buyer. This PO and its Terms & Conditions constitute the entire agreement between the Parties with respect to the subject matter.

2. Price and Payment

The prices stated in this PO are firm, fixed, and inclusive of all costs required for the full performance of Seller's obligations, including packaging, labeling, loading, and any duties or charges except where explicitly stated otherwise.

The Seller may not adjust prices without the Buyer's prior written approval. Unless otherwise agreed, the Buyer shall make payment within 30 (thirty) days from the later of receipt of a correct and complete invoice or acceptance of goods/services following inspection.

3. Delivery, Title and Risk of Loss

The Seller shall deliver all goods to the location specified in this PO, by the delivery date stated, in accordance with the agreed Incoterm (if any). Late deliveries may entitle the Buyer to cancel the PO in whole or in part without liability. Title to goods shall transfer to the Buyer upon delivery (or upon payment if required by local law), unless otherwise agreed in writing. Risk of loss or damage shall remain with the Seller until the goods are received and accepted at the Buyer's facilities. Partial shipments are not permitted unless expressly approved by the Buyer in writing.

4. Warranty

The Seller warrants that all goods and services supplied are new, unused, and free from defects in materials, workmanship, and design and are fit for their intended purpose. The warranty period shall be not less than 12 (twelve) months from the date of delivery or installation, whichever occurs later, unless a longer period is customary or otherwise agreed. Seller shall, at its own cost and within a reasonable time, repair or replace any defective or non-conforming goods or re-perform any defective services. Warranty remedies shall not limit any other rights or remedies available to the Buyer under law or contract.

5. Governing Law and Dispute Resolution

This PO shall be governed by and consrued in accordance with the laws of the State of _____ . Any disputes arising out of or relating to this PO shall be resolved through court proceedings unless resolved by good-faith negotiations.

Buyer

Name

Date

Signature

Seller

Name

Date

Signature



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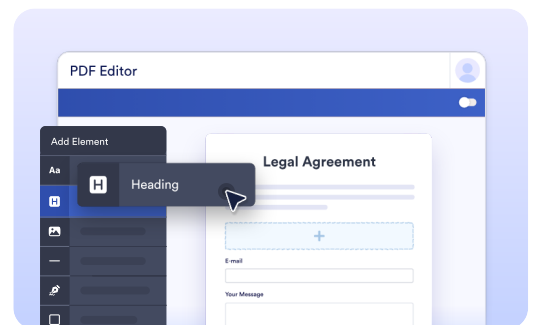
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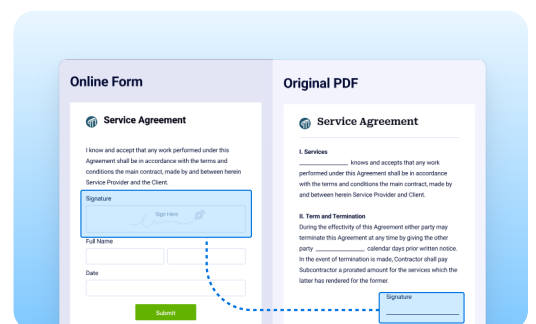
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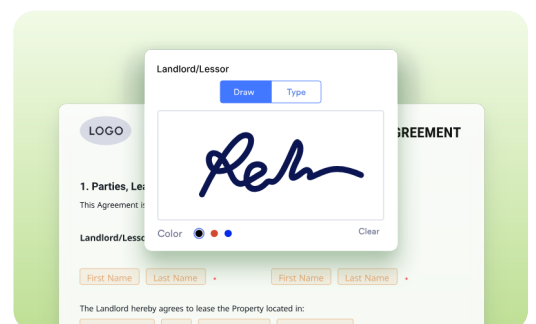
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