



ST. LOUIS – CHICAGO – HOUSTON – STAUNTON
PHILADELPHIA – SAVANNAH – RIALTO – LORAIN

Mail all correspondence to: 1031 EXECUTIVE PARKWAY DRIVE, ST. LOUIS, MO 63141 P.O. # must appear on all correspondence, invoice must be furnished in triplicate.
Telephone 314.851.9200 Fax: 314.851.9336 All changes must be in writing.

TERMS AND CONDITIONS

THE TERMS AND CONDITIONS APPEARING ON THIS ATTACHMENT ARE AS MUCH A PART OF THE PURCHASE ORDER AS THE TYPED PROVISIONS THEREOF.

1. **INTEGRATION.** Seller agrees to sell and Buyer agrees to buy the goods described on the purchase order, for the price and on the terms of payment shown on the purchase order. This sales contract shall be governed by the Uniform Commercial Code in effect in Missouri on the date of execution by Buyer, except to the extent expressly modified by the terms printed or typed thereon. This printed purchase order form with the provisions typed hereon becomes effective when executed by Buyer and constitutes the entire agreement and supersedes all proposals, negotiations, and counterproposals.
2. **CONTROLLING TERMS.** BUYER OBJECTS TO THE INCLUSIONS OF ANY DIFFERENT OR ADDITIONAL TERMS by Seller in Seller's acceptance of this Purchase Order. If Seller includes or attaches any such different or additional terms in Seller's purported acceptance, commences performance, or tenders the goods, a contract of sale will result upon Buyer's terms and conditions as stated herein, without inclusion of any different or additional terms or conditions.
3. **CONFORMING GOODS.** All goods shall conform strictly to the description, plans, specifications, and sample, if any, and no deviation or substitution will be permitted without the express written agreement of Buyer. If there are no specific descriptions, plans, specifications, or samples, and to the extent that they are not explicit all goods shall be new, of the latest design or model conforming to the Buyer's requirements, and of the best quality unless otherwise specified.
4. **INSPECTION, EXPEDITING, DOCUMENTS.** Buyer shall have the right to inspect and expedite the goods in process of manufacture, in storage, in transit and upon delivery to assure compliance with all terms, conditions, specifications and drawings, if any. Buyer will be supplied, as needed, data, drawings, specifications, test results, quality documentation, schedules and other documents and information.
5. **DELAY.** The delivery date shown herein is of critical importance. IN THE EVENT OF DELAY, OR ANTICIPATED DELAY, from any other cause, including force majeure, Seller shall immediately notify Buyer in writing of the delay or anticipated delay, and will undertake to shorten or make up the delay by all reasonable cost of overcoming delays or advancing deliveries shall be paid by Buyer, to the extent such costs are attributable to action authorized by Buyer in advance. Buyer may direct such action to proceed subject to the determination of price adjustment after deliveries, in accordance with the provisions for changes. Seller shall be liable to damages for loss of use, loss of profits, added costs from delay in delivery or other consequential damage.
6. **TITLE.** Goods that are standard items manufactured or sold by Seller, title shall pass to Buyer immediately upon identification to the Contract, subject only to Buyer's obligations to pay the price and perform all other obligations hereunder. Irrespective of vesting of title, Seller shall bear all risk of loss, and shall insure or self insure all goods of Buyer in its care, custody or control until delivered in good condition in accordance with the shipping provisions. Seller warrants title and that good title free of claims or encumbrances is vest in Buyer.
7. **WARRANTY.** Seller warrants all goods to be as described and specified herein, or in conformity to the sample, if any, and to be free of defects in materials and workmanship for a period of one year after being placed in service. Seller is not liable for damage or deterioration of the goods from prolonged exposure or storage, nor from abuse or failure to follow operating and maintenance instructions, in the absence of special provisions on the face hereof. Seller warrants that the goods will perform as represented and are merchantable except to the extent that specifications supplied by Buyer prevent merchantability. Seller further warrants the goods as provided in any special warranty provision contained in this Purchase Order. Seller agrees to promptly repair or replace, without cost to Buyer, any article, material or workmanship not conforming to the applicable warranty which is found to be non-conforming during the warranty period. (Otherwise Seller shall not be liable for loss of use, loss of profit, or other remote, indirect, or consequential damages resulting from breach of these warranties.)
8. **PAYMENTS.** Payment of the price provided for herein for conforming goods received hereunder is the direct obligation of Buyer.
9. **REJECTION.** There shall be no substitutes or shipment of more or less than the quantity specified without prior written approval of Buyer. If goods received do not conform to those ordered, or if more or less than the quantity ordered are shipped. Buyer may reject such shipment in whole or in part and require Seller to pick up and remove such rejected goods at Seller's expense within ten (10) days after the notice.
10. **CANCELLATION.** This Purchase Order is subject to cancellation at the option of the Buyer only. Where the contract is cancelled for the convenience of Buyer, Seller shall be paid: (1) the unit price for each item of goods properly furnished and accepted prior to cancellation or completion of performance by Seller, [(2) less any payments previously made].
11. **CHANGES.** Changes may be made by Buyer in the character or quantity of goods to be furnished hereunder, by Change Order in writing signed by the same authority executing this Purchase Order for Buyer, and no person has authority otherwise to amend this Contract on behalf of Buyer. The price shall be equitably adjusted, for any such change, at the unit price set forth herein if the change is in quantity or by agreement if the character of goods or other terms are changed so as to increase or decrease the cost to Seller. If no agreement is reached as to amount of the price adjustment, the price shall be equitably adjusted to reflect the increased or decreased cost to Seller with reasonable allocation of overhead and profit. Seller shall submit to Buyer satisfactory evidence from which adjustments based on cost can be determined.
12. **SHIPPING.** Goods shall be shipped by carriers and routes as instructed by Buyer. Seller agrees to pay for packing, loading, and draying, unless otherwise agreed in writing. Invoices and bills of lading showing full routing, car number and other customary data, etc., should be dated and mailed at the time of shipment and a separate invoice must be made for each destination, showing point of shipment and how shipped. Invoices bearing transportation charges must show weight and rate.
13. **PRICE AND DISCOUNTS.** The Cash Discount period, if a cash discount is provided for on the face of this Purchase Order, begins when material or invoice is received, whichever is later; provided, the period will be extended during any delay caused by errors in invoicing, necessitating correction or any good faith dispute over the accuracy of the invoice. Buyer shall receive the benefit of any general reduction in Seller's prices prior to delivery and in no event shall Buyer be charged higher prices than Seller's other similar customers who take delivery in substantially the same amounts. If price is omitted on the Purchase Order it is agreed that Seller's price will be the last quoted, or the lowest prevailing market price on the date accepted, if lower. The price set forth herein is not subject to escalation.
14. **INDEMNITY.** Seller agrees to indemnify and hold harmless the Buyer and the Owner of the project for which the goods are purchased and any contractor, agent or employee of either, against any loss, cost, damage or liability, including attorney's fees, arising from the negligence or other breach of duty by Seller or those for who it is responsible in connection with the Purchase Order or the goods supplied hereunder.
15. **TAXES.** Seller shall pay, the price includes, all sales, use, excise and other taxes payable or collectable by Seller, unless a different provision for such taxes is expressed in the typewritten terms of this Purchase Order.