

TERMS AND CONDITIONS PURCHASE ORDER

1. **DEFINITIONS** - The term "Buyer" shall mean the person or entity purchasing products or services. The term "Seller" shall mean the person or entity selling products or services.
2. **PRICE** - Buyer shall not be billed at prices higher than those set forth in this Purchase Order ("PO"), unless authorized by Buyer, in writing. Any applicable taxes for which Buyer is not exempt & shipping charges shall be clearly indicated on all invoices & differentiated from the product/service prices.
3. **CHANGES** - Buyer shall have the right to make any changes to the order, in writing, at any time.
4. **ACCEPTANCE** - This PO constitutes an offer to buy products or services only on the Terms & Conditions herein. Any terms or conditions of Seller in addition to (if inconsistent with the Terms & Conditions of this PO), or any changes to any term of this PO by Seller, shall be deemed a counteroffer to Buyer & shall not be binding upon Buyer. Performance by Seller shall constitute the Seller's acceptance of the Terms & Conditions of this PO.
5. **CONFIRMATION** - Seller will provide ship date & confirmation of order within 2 days upon receipt of PO.
6. **DELIVERY** - Time is of the essence. Delivery of the products or rendering of services under this PO must be at the time(s) specified herein or in other written instruction issued by Buyer. In the event Seller is unable to timely deliver any product and/or perform any service hereunder, Seller shall promptly notify buyer & Buyer may, at its option & without any further liability, terminate this PO (in whole or in part), vary delivery terms hereunder, or obtain the products or services from other persons or entities. Seller shall be liable to Buyer for any losses sustained or costs incurred by Buyer as a result of late delivery or failure to timely perform services.
7. **INSPECTION** - Buyer shall have the right to inspect any goods purchased prior to acceptance. Buyer's right to inspect, whether exercised or not, shall not limit Buyer's right to rely on Seller's conformance with the specifications or warranties.
8. **WARRANTIES** - Seller warrants & represents that:
 - The products & services are merchantable, free from any defects, & fit for their particular purpose;
 - Seller & its employees possess the necessary skill, experience, & qualifications to perform the services in a good & workmanlike manner;
 - Seller shall perform all obligations under this PO in strict compliance with all applicable laws, rules & regulations, including but not limited to the Consumer Product Safety Standards, bans & rules issued under the Federal Consumer Product Safety Act, the Occupational Safety & Health Act of 1970, the Federal Hazardous Substances Act, & the Federal Food, Drug & Cosmetic Act as the same may be amended from time to time;
 - It is the rightful owner of all right, title, & interest in or has the right to license any software & any intellectual property used in connection with the products or services being provided hereunder;
 - It shall ensure that its employees strictly comply with any & all safety, health, security, sanitation, & other operational policies & procedures of Buyer while on Buyer's premises;
 - It has & it will verify on an on-going basis that all employees used to perform the Services are United States citizens or legally authorized to work in the United States.
 - All products purchased from Seller will meet or exceed specifications, testing data or operational capabilities provided by the Seller in any form

These warranties are made in addition to any other warranties, express, implied or statutory. Neither inspection nor payment by Buyer shall constitute a waiver of any warranty hereunder. All warranties shall inure to the benefit of Buyer, its customers & subsequent owners/users of the products & or services
9. **INFORMATION & CONFIDENTIALITY** - All information provided by Buyer to Seller is confidential & is & shall remain the property of the Buyer. Seller shall protect & keep all such information in trust & confidence & shall not, except for the purposes of performing the obligations hereunder, use or disclose any such information to any third party. Seller agrees to return all such information to the Buyer upon the expiration or termination of this PO
10. **TITLE & RISK OF LOSS** - The title to & risk of loss on all products shall pass to Buyer upon delivery of such products to Buyer's premises. Cost of all return shipments, for whatever reason returned, shall be borne by Seller with the title & risk of loss passing to Seller at the time the product leaves Buyer's premises.
11. **INDEMNITY** - Seller, by acceptance of orders from Buyer, agrees to defend, indemnify, & hold harmless Buyer, Buyer's customers, agents, officers, affiliates, subsidiaries, successors, & assigns from all claims, actions, demands, liability, recall, damage, losses, fines, or other penalties & expenses (including reasonable attorney's fees & costs), arising out of or in connection with this PO and/or the acts or omissions of Seller & its employees.
12. **INDEPENDENT CONTRACTOR** - Neither Seller nor any of its employees is in any way directly or indirectly, expressly or by implication an employee or agent of Buyer. Seller is an independent contractor.
13. **ASSIGNMENT** - Seller may not assign this PO or the performance of any obligations hereunder, without the prior written consent of Buyer
14. **TERMINATION** - Buyer shall have the right to terminate this Purchase Order, or any part thereof, at any time by providing written notice to Seller or verbal notice confirmed in writing.
15. **MISCELLANEOUS** - The remedies reserved to Buyer herein shall be cumulative & in addition to any other remedies provided by law. No waiver of any breach of the Terms & Conditions of this PO shall be deemed to constitute a waiver of any other breach. This PO shall be governed by the laws of the State of Missouri, without regard to conflict of law principles. This PO constitutes the entire agreement between the parties & supersedes all prior agreements with respect to the products or services purchased hereunder shall supersede any inconsistent terms on any Purchase Orders, confirmations, shipping documents, or similar documents.
16. **SURVIVAL OF TERMS** - All representations, warranties, & indemnity obligations of Seller shall survive termination, expiration, or cancellation of this PO