

CONDITIONS AND DEFINITIONS OF TERMS

The conditions and definitions of terms set forth herein shall apply to all purchase orders between NEIS Collective (Buyer) and its Vendor (identified on Purchase Order). Any modifications to these conditions and terms shall be in writing and signed by the parties to this agreement.

1. **DELIVERY REQUIREMENT DATE:** All delivery dates set forth on the purchase order are “time is of the essence” and will be strictly adhered to. Failure to comply with the dates set forth shall result in the Vendor being responsible for any and all damages, including liquidated damages, incurred by Buyer pursuant to its contract to supply these products in addition to other remedies available to Buyer. Said damages may be deducted, or charged against, any debt owed to this Vendor by Buyer. Vendor is required to give Buyer forty-five (45) days written notice of your inability to comply with said dates to enable Buyer to mitigate its damages, if possible.
2. **ACCEPTANCE OF PURCHASE ORDER:** Vendor’s acceptance of this Order, whether by written acknowledgement, commencement of performance or shipment of materials, is expressly limited to the terms and conditions contained in this Order and no modification, deletion, addition or waiver of these terms and conditions shall be effective unless a written amendment or change order hereto, signed by an authorized representative of Buyer, is issued. Vendor’s quote, proposal, order acknowledgement or any other document generated by Vendor shall not be incorporated by reference herein and any terms or conditions proposed by Vendor prior or subsequent to the issued Purchase Order are expressly rejected by Buyer and will not alter these Terms and Conditions in any way. The drawings and technical specifications, as well as the terms and conditions of the Agreement between Buyer and Owner, to the extent applicable to Vendor’s Work, are incorporated by reference and made a part of this Purchase Order. Failure of Vendor to provide written confirmation of acceptance of this purchase order within ten (10) days of receipt will make this voidable by Buyer. Vendor’s submission of any documents, including but not limited to submittals, models, scaled drawings or material selection information and/or commencement of manufacturing, fabrication or supply of the items identified in the Purchase Order shall also be deemed an acceptance of the Purchase Order and these Terms and Conditions.
3. **TERMS OF PAYMENT:** Payment to the Vendor for materials requested or services rendered according to the terms of this purchase order shall be made within ten (10) calendar days following receipt by Buyer of its corresponding payment (or progress payment) pursuant to its contractual terms on the project referenced. Where applicable and requested by Buyer, Vendor will provide a lien waiver with respect to labor performed and materials furnished through the date of each invoice submitted.
4. **INSPECTION:** Goods delivered (whether paid for or not) are subject to inspection, testing, and approval of the Buyer before acceptance. The Vendor expressly warrants that all articles, materials, and work will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects, and that the goods delivered hereunder will be of good quality, material and workmanship, merchantable and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by Buyer for the goods or services.
5. **WARRANTY:** Vendor warrants that all materials supplied under this Order shall conform to the specifications referenced herein and shall be free from defects in design, material and workmanship. Unless otherwise specified herein, all materials will be new and of best quality. To the extent that Vendor knows or has reason to know of the purpose for which the materials are intended, Vendor warrants that said material shall be fit for such purpose. These warranties shall run to Buyer and its customer(s) and users of the materials. Vendor agrees to guarantee the materials provided under this Order for a period of one year from the date of acceptance of the materials by Buyer’s customer(s) or as per the specifications, whichever is longer. All goods not fully up to standard and not in compliance with the specifications hereof or shipped contrary to instructions, or in excess of the quantities herein provided, or substituted for goods described or not shipped in containers conforming to Buyer’s specifications (or in the absence of such specifications, in recognized standard containers) or allegedly violating any statute, ordinance, or administrative order, rule or regulation, may be rejected by Buyer and returned or held at Vendor’s expense and risk. Buyer may charge to Vendor all expense of inspecting, unpacking, examining, repacking, storing, and reshipping or otherwise disposing of any goods rejected as described in this section. Vendor shall provide to Purchaser, as applicable, all manufacturer’s warranties, product data and MSD sheets prior to final payment.
6. **PRICE:** Prices recorded in this order are not subject to increase. Vendor acknowledges current market conditions impacting labor, material, and equipment shortages and Vendor further acknowledges that these current and future impacts have been factored in to the price. No additional amounts shall be chargeable to Buyer because of Project delays, labor, material or equipment shortages, or because of taxes or excises, presently or hereafter levied on Seller. If quoted prices for the goods covered are reduced (whether in the form of a price reduction, close-out, rebate allowances, or additional discounts offered to anyone) at the time of any shipment, Vendor agrees that the price to Buyer for such goods will be reduced accordingly, and that Buyer will be billed at such reduced prices. If price is not recorded on the face of this order, price shall be that of last previous order given by Buyer to Vendor, subject to the provisions of this paragraph
7. **PACKAGING AND SHIPPING:** Each package shall be numbered and labeled with the Buyer’s order number, stock number, contents and weight, shall contain an itemized packing slip and shall be properly prepaid for shipment so as to secure lowest transportation and insurance rates and to meet carrier’s requirements unless otherwise specified. No charges will be allowed to Vendor for packing, breaking, freight, express and cartage unless stated herein.
8. **TERMINATION:** Buyer reserves right at any time and from time to time without cause, to cancel all or any part of the undelivered portion of this order by notice to Vendor. In the event of such cancellation, Buyer shall not be liable to Vendor for loss of anticipatory profit. The provisions of this paragraph shall not limit or affect the right of Buyer to terminate this purchase order for default of Vendor.