

**Sample – Basic Terms and Conditions for Purchase Order**

1. If unable to make shipment on date specified, notify procurement department at once.
2. No charges will be allowed for boxing, crating or cartage unless previously agreed. If through routing is not specified, ship by route providing lowest rate, otherwise excess will be charged to your Account.
3. The right is reserved to cancel this order if not filled in accordance with our delivery schedule.
4. This order is subject to modification in the event of fires, strikes or other conditions beyond our control.
5. PACKING LIST must accompany each shipment.
6. Invoices in duplicate to be mailed to our address on the date of shipment.
7. INVOICE must show our purchase order number, terms and full description of the material shipped.
8. DRAFTS and/or C.O.D. Shipments will not be accepted.
9. FOREIGN SHIPPERS must supply one set of duplicate commercial invoices and one set of NAFTA documentation for Customs clearance. Customs Broker will be identified on Purchase Order.
10. All Bills of Lading and/or Shipping Documents must show value of materials shipped.
11. Minimum billings will not be accepted unless approved prior to shipment.
12. All Invoices will be taken into Account as from date of receipt in our office.
13. This Purchase Order contains the entire contract between the parties, and no modification or variation of its terms shall be of any effect unless agreed to in writing, signed by both the Buyer and the Seller.
14. The Buyer shall have the right to inspect the goods at the time and place of delivery and may refuse to accept same if they do not comply with sample or description.
15. The Seller expressly warrants that all goods and services supplied pursuant to this order will comply with the specifications, drawings, description or samples furnished or specified by the Buyer and that the same will be merchantable, of good quality material and workmanship, free from defects and fit for the purpose intended. The Seller agrees to defend, indemnify and hold harmless the Buyer from and against any and all claims, losses, damages and settlement expenses resulting from or arising out of a breach of the Seller's express warranties and those implied by statute, and of which the Buyer notifies the Seller at any time.
16. The Contract resulting herefrom shall be governed by the laws of the [enter state or province].