



Purchase Order Terms and Conditions

Rev 1.0 | 6 June 2025

1. Acceptance of Purchase Order

Supplier's acceptance of this Purchase Order (PO) constitutes agreement to all terms and conditions contained herein. Any terms proposed by Supplier that differ from or add to these conditions are rejected unless agreed to in writing by Buyer. Any shipment of goods or commencement of performance by Supplier shall be deemed acceptance of this PO and all terms herein, notwithstanding any contrary terms in Supplier's documents.

2. Pricing and Payment

Prices stated on the PO are firm and not subject to increase without prior written approval. Invoices must reference the PO number and be submitted to the designated billing address. Payment terms are Net 30 days unless otherwise agreed in writing. Supplier represents and warrants that the prices charged to Buyer are not less favorable than those offered to other customers for the same or similar goods or services in similar quantities. Buyer shall not be liable for delays in payment resulting from incomplete, inaccurate, or noncompliant invoices.

3. Delivery

Time is of the essence. Delivery must be made by the date specified in the PO. Buyer reserves the right to reject or return late deliveries at Supplier's expense. Delivery terms are FOB Buyer's facility, unless otherwise stated. In addition to its right to reject or return late deliveries, Buyer may cancel this PO without liability if delivery is not made by the specified date.

4. Inspection and Rejection

All goods and services are subject to inspection and approval by Buyer. Buyer reserves the right to reject any non-conforming goods or services. Rejected items will be returned at Supplier's risk and expense. Buyer's failure to inspect or reject goods upon delivery shall not constitute acceptance, nor shall it limit Buyer's rights to reject nonconforming goods discovered thereafter.

5. Warranties

Supplier warrants that all goods and services:

- Are free from defects in material and workmanship;
- Conform to applicable specifications, including all technical drawings provided by Buyer;
- Are fit for the intended purpose; and
- Are free of liens or encumbrances.

These warranties shall survive inspection, acceptance, and payment, and shall remain in effect for a period of at least twelve (12) months from the date of delivery or performance. In the event of breach, Supplier shall promptly repair, replace, or re-perform the goods or services at no cost to Buyer.

6. Changes

Buyer may make changes to the PO, including adjustments to quantity, specifications, or delivery schedules. If such changes affect cost or delivery time, Supplier must notify Buyer in writing within five (5) business days. No changes are valid unless confirmed in writing by Buyer. Failure to notify Buyer within this period shall be deemed acceptance of the change without adjustment to cost or delivery.



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7. Cancellation

Buyer may cancel this PO in whole or in part at any time with written notice. If cancelled for convenience, reasonable costs incurred prior to cancellation may be reimbursed. Any reimbursable costs must be pre-approved in writing by Buyer and shall not include anticipated profits or consequential damages. If cancelled for cause, including late delivery or non-compliance, no such reimbursement will be made.

8. Compliance with Laws

Supplier agrees to comply with all applicable federal, state, and local laws, regulations, and industry standards. Supplier shall provide evidence of such compliance upon request by Buyer.

9. Indemnification

Supplier shall indemnify, defend and hold Buyer and its affiliates harmless from any claims, liabilities, damages, or expenses (including reasonable attorneys' fees) arising out of Supplier's performance, including product defects, personal injury, property damage, infringement of third-party intellectual property rights, or violations of law.

10. Confidentiality

Any non-public information disclosed in connection with this PO shall be treated as confidential and not disclosed to third parties without prior written consent. Supplier shall use Confidential Information solely to fulfill its obligations under this PO and shall maintain such information in strict confidence for a period of at least five (5) years after termination or completion.

11. Force Majeure

Neither party shall be liable for delays or failures due to causes beyond their reasonable control, such as natural disasters, war, pandemics, or labor strikes. The affected party must notify the other party promptly in writing and take reasonable steps to mitigate any delay or damages. If a Force Majeure event continues for more than fifteen (15) days, either party may cancel this PO without liability.

12. Governing Law

This PO shall be governed by and interpreted in accordance with the laws of the State of Idaho, without regard to its conflict of laws principles. The parties agree that any disputes shall be resolved exclusively in the state or federal courts located in the State of Idaho, and each party hereby waives its right to a jury trial.

13. Limitation of Liability

Buyer's liability under this PO shall not exceed the total amount payable under the PO. In no event shall Buyer be liable for incidental, consequential, special, or punitive damages.

14. Title and Risk of Loss

Title and risk of loss shall pass to the Buyer only upon delivery and acceptance at Buyer's facility (FOB Buyer's location), unless otherwise agreed in writing.

15. Insurance

Supplier shall maintain insurance coverage in types and amounts reasonably satisfactory to Buyer and shall provide certificates of insurance upon request.



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16. Intellectual Property

Supplier represents that goods and services provided do not infringe any third-party IP rights. Any deliverables developed specifically for Buyer shall be considered “work made for hire” and the sole property of Buyer. If such deliverables do not qualify as “work made for hire,” Supplier hereby assigns all right, title, and interest in such deliverables to Buyer.

17. Subcontracting and Assignment

Supplier may not assign or subcontract any part of this PO without Buyer’s prior written consent.

18. Set-Off

Buyer may set off any amounts due from Supplier against any amounts payable to Supplier under this or any other agreement.

19. Entire Agreement

This PO, including any attachments or referenced documents, constitutes the entire agreement and supersedes all prior communications. In the event of a conflict, these PO terms shall prevail.

20. Survival

The obligations under Section 5 (Warranties), 9 (Indemnification), 10 (Confidentiality), and 12 (Governing Law) shall survive termination, cancellation, or completion of this PO.