



Parker Industrial X-Ray Purchase Terms and Conditions

Updated 3/15/2021

- 1. ACCEPTANCE:** This purchase order shall be deemed accepted by Seller's acknowledging receipt of this order by Seller's commencement of services or work on the goods ordered, or by Seller's shipment of the goods, whichever occurs first. Any acceptance of this purchase order is limited to acceptance of the express terms and conditions contained within this purchase order. Additional or different terms in Seller's form or any attempt by Seller to vary in any degree any of the terms of this purchase order shall be deemed material and are objected to and rejected, but this shall not prevent the formation of a contract between Buyer and Seller unless such variances are in the terms of the description, quality, price or delivery scheduled of the goods or services, and the order shall be deemed accepted by Seller without said additional or different terms.
- 2. DELIVERY:** If delivery of goods or services is not completed by the dates specified herein, Buyer may, without liability, terminate this order by notice effective when received by Seller as to goods not yet shipped or services not yet rendered and to purchase substitute goods or services elsewhere and charge Seller with any loss incurred. Seller agrees to give Buyer prompt written notice of any projected delay in delivery. Buyer reserves the right to refuse delivery of goods which is made in advance of the delivery date specified herein and to return such goods to Seller at Seller's expense.
- 3. PRICE:** The prices set forth on this purchase order are not subject to increase and include all applicable taxes and charges. Buyer shall pay approved invoices based on agreed payment terms.
- 4. TITLE:** Title to goods shall transfer on delivery to Buyer following receipt and inspection by Buyer.
- 5. EXCUSABLE DELAY:** Seller shall not be liable for failure or delay in making deliveries when such failure or delay is due to any cause beyond its reasonable control and without the fault or negligence of Seller, provided that Seller shall give to Buyer prompt written notice when it appears that such cause will delay deliveries under this order. Buyer may, at its option and without any liability to Seller, cancel by written notice any portions of this order so affected.

- 6. WARRANTY:** With respect to all goods and services purchased hereunder, by acceptance of this order Seller warrants; (1) that the goods are new, safe, merchantable of good quality and free from defects in design, material and workmanship; (2) that the goods conform to specifications, drawings, samples or other descriptions furnished by Buyer and all appropriate standards; (3) that if the seller knows or has reason to know of the particular purpose for which Buyer intends to use the goods, Seller warrants that the goods will be fit for such particular purpose; (4) the goods or services will conform to any statements made on the containers or labels for advertisements for such goods or services and that any goods will be adequately contained, packaged, marked and labeled. These warranties shall be cumulative and in addition to all other warranties, expressed, implied or statutory, and all warranties shall survive inspection, test, acceptance, payment and use. If any such goods or services shall be defective, short dated expiration, expired, or otherwise not in conformity herewith, Seller shall, at Buyer's option and in addition to all other remedies of Buyer, either credit Buyer for any such defect or nonconformity or at Seller's expense replace, repair, correct, or perform a new any such goods or service.
- 7. DELIVERY INSPECTION:** Buyer shall have the right to inspect the goods and reject goods which it deems defective, damaged, nonconforming or in excess of the quantities ordered. Rejected goods will be held for Seller's instruction at Seller's risk and expense or at Buyer's option, returned to Seller at Seller's risk and expense. Seller shall refund to Buyer all amounts paid for rejected goods or at Buyer's option, Seller shall replace rejected goods promptly and without expense to Buyer.
- 8. CHANGES:** Buyer shall have the right at any time to make changes to the order including but not limited to quantities, delivery locations, packaging and method of transportation on written notice to Seller.
- 9. TERMINATION:** Buyer may terminate this order or any part hereof for its sole convenience. On such termination, Seller shall immediately stop all work and delivery. Buyer may also terminate this order or any part hereof in the event of any default by Seller, including late deliveries, deliveries of defective or nonconforming goods or service, or failure to provide Buyer, on request, with reasonable assurance of future performance. In the event of such termination, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all direct, indirect, incidental and consequential damages sustained by reason of the default.

- 10. INDEMNIFICATION; INSURANCE:** Seller shall indemnify and hold harmless Buyer, its successors, assigns, customers, directors, officers, employees and agents against any and all liability, costs, expensed, damages, claims, and causes of action arising out of the manufacturer or sale of the goods or services ordered, by any breach of Seller's obligations under these terms and conditions, by any breach of Seller's warranties with respect to such goods or services, by any negligent act or omission of Seller, or arising out of the performance of any work or other activity by Seller, its subcontractors and agents on Buyer's premises, and on the tendering of any such suit or claim to Seller to defend the same at Seller's expense. The foregoing indemnification shall apply whether Seller or Buyer defends such suit or claim. Seller shall maintain insurance coverage, including comprehensive general liability and Workers Compensation insurance, in amounts sufficient to cover the obligations set forth above. Seller will furnish on Buyer's request proof of coverage.
- 11. LIMITATION OF LIABILITY:** Any action by Seller arising out of or related to this purchase order must be commenced within one year after the scheduled date of delivery of the goods or services ordered. Buyer's liability on any claim of any kinds arising out of or related to this purchase order shall in no case exceed the purchase price of the goods or services which give rise to the claim.
- 12. COMPLIANCE:** Seller agrees to comply with all applicable provisions of federal, state and local laws, orders, rules and regulations and warrants that all goods and services supplied hereunder will be produced or rendered in compliance with the same. On Buyer's request, Seller will provide written certification of compliance with such provisions. Seller agrees to comply with A Code of Supplier Conduct, and will provide proof if and when requested by Buyer.
- 13. GENERAL:** The contract arising pursuant to this order shall be governed by the laws of the State of Connecticut, without regard to its conflict of law's provisions. No part of this order may be assigned or subcontracted without prior written approval of Buyer. Buyer's failure to insist on performance of any of the terms and conditions of this order or exercise any right shall not be deemed a waiver unless in writing and signed by Buyer. A waiver on one occasion shall not thereafter operate as a waiver of any other terms, conditions or rights, whether of the same or similar type. Buyer's remedies provided herein shall be cumulative and in addition to any other remedies provided by law or in equity. This purchase order and any documents referred to on the front hereof constitute the entire agreement between Buyer and Seller and may not be modified except by a written document signed by Buyer.