



**TelExpress, Inc.**

## **Purchase Order Terms and Conditions**

### **GENERAL PROVISIONS**

BY ACCEPTING THIS PURCHASE ORDER, AND/OR PERFORMING HEREUNDER, SELLER AGREES TO COMPLY FULLY WITH THE TERMS AND CONDITIONS OF PURCHASE. ACCEPTANCE OF THIS PURCHASE ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF THIS ORDER AND NONE OF THE SELLER'S TERMS AND CONDITIONS SHALL APPLY IN ACKNOWLEDGING THIS ORDER OR IN THE ACCEPTANCE OF THIS ORDER. ACCEPTANCE BY TELEXPRESS, INC. (BUYER) OF THE GOODS, SERVICES OR WORK DELIVERED UNDER THIS PURCHASE ORDER SHALL NOT CONSTITUTE AGREEMENT TO SELLER'S TERMS OR CONDITIONS. SELLER MAY NOT SHIP UNDER RESERVATION.

1. **Modifications**

Changes, modifications, waivers, additions or amendments to the terms and conditions of this order shall be binding on TelExpress, Inc. only if such changes, modifications, waivers, additions, or amendments are in writing and signed by a duly authorized representative of TelExpress, Inc.

2. **Applicable Law**

The validity, interpretation, and performance of these terms and conditions and any purchase made hereunder shall be governed by the laws of the state from which this order is issued, in force at the date of this order for contracts made and to be performed in such state. Where not modified by the terms herein, the provisions of such states enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.

3. **Compliance with Law**

Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations, including but not limited to those affecting or limiting prices, production, purchase, sale, and use of material. If requested by TelExpress, Inc., Seller agrees to timely certify compliance with such laws in such forms as TelExpress, Inc. may request.

4. **Release of Information**

Neither party hereto shall, without the prior written consent of the other party (which shall not be unreasonably withheld), publicly announce or otherwise disclose the existence or the terms of this agreement, or release any publicity regarding this Agreement. This provision shall survive the expiration, termination, or cancellation of this Agreement. Any knowledge or information which Seller may disclose to TelExpress, Inc. shall not be deemed to be confidential or proprietary information and shall be acquired by TelExpress, Inc. free from any restrictions as to use or disclosure thereof.

5. **Acceptance and Warranty**

Final acceptance of material by TelExpress, Inc. will not be until after arrival at the TelExpress, Inc. facility from which this order originates, unless otherwise specified herein. Seller warrants that all articles, material and work supplied by Seller under this order conform to the requirements, specifications, drawings, samples or other descriptions furnished or adopted by TelExpress, Inc. and that they are of good material and workmanship and free from all defects in manufacture or

design, and are of merchantable quality and fit for their intended purpose. Such warranties by Seller shall run to the benefits of TelExpress, Inc., its employees and purchaser's from TelExpress, Inc. All articles and material returned to Seller for breach of warranty hereunder shall be at Seller's expense, including expenses and penalties incurred by TelExpress, Inc. in recalling such articles and materials which have been delivered to TelExpress, Inc. customers and expense of redelivery. Seller agrees that shipment of materials against this P.O. constitutes certification that all articles or goods included in this shipment conform in all respect to the applicable requirements, specifications, and drawings. Any articles or materials not accepted by TelExpress, Inc. may be returned to Seller at Seller's expense for full credit of the purchase price.

**6. Changes**

TelExpress, Inc. shall have the right at any time before completion of the order to make changes in quantities, in drawings and specifications, in delivery schedules, and in methods of shipment and packaging. If such changes cause an increase or decrease in prices Seller shall promptly notify TelExpress, Inc. thereof, and an equitable adjustment will be made. Changes shall not be binding unless evidenced by a purchase order change notice issued by an authorized agent of TelExpress, Inc.

**7. Price Adjustment**

TelExpress, Inc. will not accept shipment(s) at any increase in price above that indicated on this order. Any general price decrease announced by Seller in classification of equipment and/or materials similar to the items described on this order shall automatically reduce the price thereof by a comparable percentage.

**8. Extra Charges**

No charges of any kind, including charges for boxing or cartage, will be allowed unless specifically agreed to by TelExpress, Inc. in writing. Pricing by weight, where applicable, covers net weight of material, unless otherwise agreed.

**9. Time of Delivery**

The delivery dates indicated by TelExpress, Inc. for the articles, material or work to be supplied under this purchase order are of the essence. Failure to meet agreed upon delivery shall be considered a breach of the contract; furthermore, Seller agrees to pay to TelExpress, Inc. any penalty and damages imposed upon or incurred by TelExpress, Inc. for failure of Seller to deliver articles, materials, or work on such delivery dates. Unless otherwise agreed in writing, Seller shall not make commitments for material or production in excess of the amount or in advance of the time necessary to meet TelExpress, Inc.'s delivery schedule. It is the Seller's responsibility to comply with this schedule, but not to anticipate TelExpress, Inc.'s requirements. Goods shipped to TelExpress, Inc. in advance of schedule may be returned to Seller at Seller's expense. TelExpress, Inc. may reschedule the delivery of any unshipped product for later delivery within ninety (90) days of the originally scheduled delivery date.

**10. Sales and Use Tax Exemption**

It is hereby certified that the above described property is exempt from the sales and use tax, unless otherwise noted for the reason that such property is purchased for resale or will become an ingredient or component part of, or be incorporated into, or used or consumed in, a manufactured product produced for ultimate sale at retail. If the property described on this purchase order is purchased tax exempt and subsequent use makes this property taxable, TelExpress, Inc. will access and pay tax to the appropriate state.

**11. Attachments**

Any attachments referenced on the front side of this order shall be deemed for all purposes to be an integral part of this order. In the event of irreconcilable conflict between such referenced attachments and the terms stated herein, the terms of such contracts shall control.

## 12. Overshipments

Seller is instructed to ship only the quantity(s) specified in this order. However, any deviation caused by conditions of loading, shipping, packing, or allowances in manufacturing processes may be accepted by TelExpress, Inc. according to the overshipment allowance indicated on the face of this order. If no allowance is shown, it shall be 0% (zero percent). TelExpress, Inc. reserves the right to return any overshipment in excess of the allowance at the Seller's expense.

### 1. Packing and Shipping Instructions

Seller agrees to insure that shipments are properly packed and described in accordance with TelExpress, Inc. specifications and/or applicable carrier regulations. Shipments will be made at the lowest freight charges. TelExpress, Inc. may assist Seller by providing freight classifications or classifying material. Seller will not insure or declare value on shipments unless TelExpress, Inc. specifies otherwise. When shipping via small parcel (packages that are 150 pounds or less), Seller will ship UPS collect on our account #453E09. When shipping over 150 pounds Seller will ship FedEx Freight Collect. All truck shipments must be classified by the Seller as 92.5 and labeled as Electrical Switches and Parts. On all shipments, Seller will provide a packing list to accompany each shipment, referencing the appropriate purchase order and item number. The bill of lading also will reference the purchase order and item number. Seller is responsible for packing any shipment correctly based on the carrier/mode utilized. Charges for packing and crating shall be deemed part of the purchase price, and no additional charges will be made therefore unless specifically requested by TelExpress, Inc. on the purchase order. Seller agrees to ship via the carrier specified by TelExpress, Inc. Failure to ship via TelExpress, Inc. specified carrier will subject Seller to misroute debit. All premium freight cost incurred by TelExpress, Inc. or Seller beyond that specified by TelExpress, Inc. shall be borne by Seller. Seller is responsible for all shipments which are damaged in transit due to improper packaging, improper judgment or any other act or omission of the Seller, shipper, or carrier.

## 13. Returns

Defective material shall be returned freight collect to Seller. Replacement material shall be sent freight prepaid from Seller, who will absorb the burden of premium transportation when defect or replacement material places critical time or delivery schedule constraints on TelExpress, Inc.