

## **PURCHASE ORDER STANDARD TERMS AND CONDITIONS**

### **ACCEPTANCE OF ORDER**

This order is an offer to purchase goods upon the conditions and at the prices stated on the face of the purchase order and may be withdrawn at any time prior to actual receipt by NORSHIELD SECURITY PRODUCTS, LLC ("NORSHIELD") of VENDOR'S unconditional written acceptance hereof. Any expression of acceptance, including any partial or complete delivery or written confirmation by VENDOR, shall constitute VENDOR'S agreement that all the terms and conditions hereof are binding and that no conflicting or additional terms in VENDOR'S acknowledgment or other response shall add to, vary, or limit the terms hereof or constitute notice of VENDOR'S objections to these terms. Additional or different terms, heretofore or hereafter proposed by VENDOR, are hereby rejected and objected to. Acceptance is limited to the terms of this offer. No modification of, or exception to, any of the conditions, terms or provisions of this order by VENDOR, shall be of any effect unless and until agreed to in writing and signed by NORSHIELD.

### **INVOICES, SHIPPING DOCUMENTS, AND PAYMENT**

All Invoices and shipping documents must show the purchase order number printed on the front side of the purchase order before payment shall be due. A separate invoice for each purchase order should be submitted immediately upon delivery of goods. Proof of delivery must accompany each invoice on this order. Failure to send signed Bill of Lading or other such proof will delay processing your Invoice and your discount terms will be extended. Payment shall be due only upon receipt by NORSHIELD of payment from its customer. See Notice to Billing and Shipping Departments attached to this order. Actual receipt by NORSHIELD of payment from its customer for the goods furnished shall in express CONDITION PRECEDENT to any obligation upon NORSHIELD to make payment thereof to VENDOR, regardless of the reason for nonpayment. VENDOR agrees it may not withhold any shipment due to nonpayment for prior shipments if NORSHIELD has not received payment from the customer for the goods in the prior shipments.

### **DELIVERY**

Time is of the essence in this contract. Delivery must be made within the time specified unless extended by NORSHIELD at its option. VENDOR shall furnish and deliver the goods at such time and in such order and quantities as NORSHIELD shall direct. VENDOR shall not be entitled to a time extension except on the same basis as, and to the same extent as, NORSHIELD receives a time extension from its customer. Should any delay on the part of VENDOR for any reason cause extra expense to NORSHIELD, VENDOR agrees to reimburse such expenses, and should any delay result in preventing NORSHIELD from furnishing the goods to its customer on the date due by NORSHIELD to its customer or cause the NORSHIELD to be liable for any damages, liquidated or otherwise, to its customers or to others, then VENDOR hereby agrees to indemnify and reimburse NORSHIELD for any and all such expenses and losses, including reasonable attorney's fees, and hold it safe and harmless against any and all such claims for damages (liquidated or otherwise) which may be brought or enforced against NORSHIELD to the extent that such damages are the result of delay on the part of VENDOR, which damages may be reasonably prorated in the event of more than one cause of delay.

### **QUALITY**

Quality of all goods furnished must be as specified on the face of this order, and if based upon plans and/or specifications provided to VENDOR, all goods must be in strict accordance with such plans and specifications. All goods are subject to inspection and approval or rejection by NORSHIELD and NORSHIELD'S customer at a reasonable time after delivery. Under no conditions shall a payment or payments by NORSHIELD to VENDOR be construed as an acceptance of any goods which, prior or subsequent to such payment or payments, may be condemned or rejected by the customer or by NORSHIELD. If goods are rejected, in whole or in part, they will be held for disposition at the VENDOR'S risk and expense. VENDOR represents and warrants that the goods are free from defects in material and workmanship, that they are of merchantable quality, and that they comply with the plans and specifications. VENDOR acknowledges its liability hereunder is absolute and is not limited to return of purchase price or replacement or otherwise.

**NORSHIELD**  
**ASSA ABLOY**