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## QUINN GROUP, INC. PURCHASE ORDER TERMS AND CONDITIONS

### **PLEASE ENSURE THE PO NUMBER IS ON ALL DOCUMENTS TO RECEIVE PAYMENT**

**Acceptance - Agreement.** Seller's commencement of work on the goods and/or services subject to this purchase order or shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance of this purchase order. Any terms proposed in Seller's acceptance of Purchaser's offer which add to, vary from, or conflict (with unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods and/or services) shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller without said additional or different terms. If this purchase order has been issued by Purchaser in response to an offer and if any Purchaser shall constitute an acceptance of such offer subject to the express condition that Seller assents to such additional and different terms herein and acknowledges that this purchase order constitutes the entire agreement between Purchase and Seller with respect to the subject matter hereof and the subject matter of such offer, and Seller shall be deemed to have assented and acknowledged unless Seller notified Purchaser to the contrary in writing within ten (10) days of receipt of this purchase order and Purchaser, in writing, acknowledges its acceptance of the variance of terms.

**Delivery of Goods and Risk of Loss.** Unless otherwise stated on the face of this purchase order, Seller shall arrange for the delivery of goods to be transported in appropriate containers, and bear all risk of loss until the goods are delivered to the shipping address per Purchaser's P.O.

**Termination.** Purchaser reserves the right to terminate this order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work satisfactorily performed prior to the notice of termination. Seller shall not be paid for any work done after receipt of the notice of termination nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided. Purchaser may also terminate this order or any part hereof for cause in the event of any default by the Seller or if the Seller fails to comply with any of the terms and condition of this order. Late deliveries, deliveries of products which are defective or do not meet specifications or do not conform to this order, oversupplies and undersupplies of more 5%, and/or failure to provide Purchaser reasonable assurances of future performance, shall all be causes allowing Purchaser to terminate this order for cause. In the event of termination for cause, Purchaser shall be liable to Seller for goods and/or services that comply with the terms and conditions of this purchase order and any corresponding specifications and Seller shall be liable to Purchaser for any and all damages, and expenses incurred,

**Proprietary Information - Confidentiality- Advertising.** Seller shall consider all information furnished by Purchaser to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this contract, unless Seller obtains written permission from Purchase to do so. This paragraph shall apply to drawings, specifications, or other documents prepared by Seller for Purchaser in connection with this order. Seller shall not advertise or publish the fact that Purchaser has contracted to purchase goods and/or services from Seller, nor shall any information relating to the order be disclosed without Purchaser's prior written permission.

**Warranty.** Seller expressly warrants that all goods and/or services furnished under this Agreement shall conform to all specifications and appropriate standards and will be free from defects in material or workmanship. Seller warrants that all such goods and/or services will conform to any statements made on the containers or labels or advertisements for such goods and/or services and that any goods will be adequately contained, packaged, marked and labeled. Seller warrants that all goods and/or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods and/or services of the kind are normally used. If Seller knows or has reason to know the particular purpose for which Purchaser intends to use the goods and/or services Seller warrants that such goods and/or services will be fit for such particular purpose. Seller warrants that goods and/or services furnished will conform in all respects to samples.

**Price Warranty.** Seller warrants that the prices for the articles sold to Purchaser hereunder are not less favorable than those currently extended to any other customer for the same or similar quantities. In the event Seller reduces its price for such article during the term of this order, Seller agrees to reduce the price hereof correspondingly. Seller warrants that prices shown on this purchase order shall be complete, and no additional charges of any type shall be added without Purchaser's express written consent. Such additional charges include, but are not limited to shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, and crating.

**Force Majeure.** It shall not be deemed a default hereunder and neither Purchaser nor Seller shall be liable for a failure to perform hereunder arising from causes or events beyond the reasonable control and without the fault or negligence of Purchaser or Seller including, without limitation, riot, terrorism, war or hostilities between nations, governmental action (other than action taken in response to violation of failure or act of a party of any of its affiliates with respect or any law or governmental regulation in which case the party at fault shall not be permitted to claim the benefit of this paragraph, acts of God (including, for example, floods, windstorms, earthquakes and other natural disasters) fire, accidents, and strikes and other labor disputes of any kind. Each party will notify the other in writing of the causes of such delay within 5 days after the beginning thereof. To the extent that, and so long as the obligations to either party are affected by any such cause of event, such obligations shall be suspended provided, however, that time is of the essence of this order and should Seller fail to comply with Purchaser's delivery schedule or otherwise fail to comply with its obligations hereunder, Purchaser may terminate this order without liability.

**Insurance.** In the event that the Seller's obligations hereunder require or contemplate performance of services by Seller's employees or persons under contract to Seller, to be done on Purchaser's property, or property of Purchaser's customer, the Seller agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Purchaser. Seller shall maintain all necessary insurance coverage's, with coverage limits of no less than \$1 million, and with Insurance carriers as deemed appropriate by Purchaser, including, but not limited to, public liability (including contractual and product coverage), auto liability, Worker's Compensation Insurance, and professional liability (errors and omissions). Seller shall furnish a Certificate of Insurance to Purchaser as evidence of appropriate coverage's prior to providing goods and or series to the Purchaser. Purchaser shall be named as additional insured in each of contractor's policies.

**Indemnification.** Seller shall defend, indemnify and hold harmless Purchaser and its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively,

Indemnified Parties ) against all damages of any kind, claims, liabilities and or expense (including attorney's fees) arising out of or resulting in any way to or from any defect in the goods and or services purchased hereunder or from any act or omission by Seller, its agents, employees, or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller, whether or not stated herein. In addition Seller shall defend, indemnify and hold harmless the Indemnified Parties against all damages of any kind, claims, liabilities and or expenses (including attorney's fees) arising out of or resulting in any way from any allegation that the goods and/or services purchased hereunder infringe or violate any patent, copyright, trade secret, trademark, or other third-party proprietary rights, provided that Seller is notified in writing of such claim and given the authority, information, and assistance necessary for the defense of said allegation. If, as a result of any such claim, an injunction or exclusion order prevents Purchaser's user, sale, lease, license, or other distribution of any of the goods and/or services purchased hereunder, Seller shall, at its expense and upon Purchaser's request, use commercially reasonable efforts to (i) obtain for Purchaser and its customers the right to continue using such goods and/or services; (ii) replace or modify the infringing goods and/or service so that they become non-infringing while providing substantially the same functionality; or (iii) if the remedies in (i) and (ii) are not reasonably available, refund to Purchaser all of the fees paid by Purchaser for such infringing goods and/or services.

**Inspection and Testing.** Payment for the goods and/or services delivered hereunder shall not constitute acceptance thereof. Purchaser shall have the right to inspect such goods and/or services and to reject any of all of said goods and/or services, which are in Purchaser's judgment defective or nonconforming. Goods and/or services rejected and returned to Seller are at its expense and in addition to Purchaser's other rights. Purchaser may charge Seller all expenses of correcting, unpacking, examining, repacking and reshipping such goods and/or service. In the event Purchaser receives goods and/or services whose defects or nonconformity are not apparent on examination, Purchaser reserves the right to require compliance with the terms of this purchase order and/or replacement as well as payment of damages, including but not obligation of testing, inspection and quality control.

**Compliance.** Seller warrants that all goods and/or services supplied hereunder will have been produced in compliance with and Seller agrees to be bound by all applicable federal, state, and local laws, orders, rules and regulations.

**Entire Agreement.** This purchase order, and any documents referred to on the face hereof, constitute the entire agreement between parties. Should there be any conflict between this P.O and any other documents, the terms and conditions of this P.O. shall apply.

**Assignment and Subcontracting.** This order cannot be assigned nor can any part of it be subcontracted without Purchaser's written consent.

**Setoff.** All claims for money due or to become due from Purchaser shall be subject to deduction or setoff by the Purchaser by reason of any counterclaim arising out of this or any other transaction with Seller.

**Waiver.** Purchaser's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege of Purchaser's waiver of a breach hereunder, shall not thereafter waive any other terms, conditions or privilege whether of the same or similar type.

**Limitation on Purchaser's Liability-Statute of Limitations.**

In no event shall Purchaser be liable for anticipated profits or for incidental or consequential damages. Purchaser's liability on any claim of any kind of any loss or damage arising out of or in connection with or resulting from this agreement or from the performance or breach thereof shall in no case exceed the price allocable to the goods and/or services or unit thereof which gives rise to the claim. Purchasers shall not be liable for penalties of any description. Any action resulting from any breach on the part of Purchaser as to the goods and/or services delivered hereunder must be commenced within one year after the cause of action has accrued.

**Litigation.** Should litigation result from any transactions contemplated hereunder; the losing party shall indemnify the other party for all costs of such litigation including attorney's fees.

**EEO.** The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.4, the affirmative action clause for handicapped workers, set forth in 41 CFR 60-741.4, and the related regulations of the Secretary of Labor, 41 CFR Chapter60, are incorporated by reference in this purchase order. By accepting this purchase order, vendor certifies that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.