



# Purchase order terms and conditions.

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## Purchase Order Terms and Conditions

### 1. Acceptance of Purchase Order:

The vendor acknowledges receipt and acceptance of this purchase order ("PO") and agrees to provide the goods and/or services specified herein.

### 2. Delivery:

a. The vendor shall deliver the goods and/or perform the services in accordance with the specifications, quantities, and delivery schedule specified in this PO.

b. Any deviation from the agreed-upon delivery schedule must be communicated promptly to the purchaser for approval.

### 3. Price and Payment:

a. The prices for the goods and/or services shall be as specified in this PO and are inclusive of all taxes, duties, and other charges unless otherwise stated.

b. Payment shall be made in accordance with the payment terms specified herein or as agreed upon between the parties.

### 4. Quality and Inspection:

a. The vendor warrants that all goods supplied under this PO shall be of merchantable quality, free from defects in materials and workmanship, and conform to the specifications provided.

b. The purchaser reserves the right to inspect the goods upon delivery and reject any non-conforming goods.

### 5. Warranty:



a. The vendor warrants that all goods provided under this PO shall be free from defects for a period of [insert warranty period] from the date of delivery.

b. The vendor shall promptly replace or repair any goods found to be defective during the warranty period at no additional cost to the purchaser.

#### 6. Intellectual Property:

a. The vendor warrants that the sale and use of the goods and/or services provided under this PO do not infringe upon any third-party intellectual property rights.

b. The purchaser shall indemnify the vendor against any claims or losses arising from any infringement of intellectual property rights.

#### 7. Confidentiality:

Both parties shall maintain the confidentiality of all proprietary information disclosed during the course of performance under this PO and shall not disclose such information to any third party without the prior written consent of the disclosing party.

#### 8. Termination:

a. Either party may terminate this PO in the event of a material breach by the other party, subject to any cure period specified herein.

b. The purchaser may also terminate this PO for convenience upon written notice to the vendor.

#### 9. Governing Law and Jurisdiction:

This PO shall be governed by and construed in accordance with the laws of [insert governing jurisdiction]. Any disputes arising out of or related to this PO shall be subject to the exclusive jurisdiction of the courts of [insert jurisdiction].

#### 10. Entire Agreement:

This PO constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior or contemporaneous agreements and understandings, whether written or oral.

#### 11. Amendments:



No modification or amendment to this PO shall be effective unless in writing and signed by authorized representatives of both parties.