



E. D. Etnyre & Company
1333 South Daysville Road
Oregon, IL 61061

Standard Purchase Order Terms and Conditions

1. Acknowledgement of receipt of all purchase orders is required within three working days.
2. A packing list must accompany each shipment.
3. Partial shipments will not be accepted without prior approval.
4. Invoices will be returned unless they reference our purchase order number and part number.
5. Purchase orders must not be filled at a higher price than last quoted or charged without our specific authorization.
6. You represent that the merchandise covered by the order was not manufactured and is not being sold in violation of any Federal, State or Local Law.
7. C.O.D. shipments are not acceptable. Drafts will not be honored.
8. If a shipment is made by some other firm, it must be marked to indicate that the material is being shipped for you and have our order number shown as specified. This information must also appear on any communications the shipper sends to us.
9. By accepting this order Seller agrees to defend and protect and save harmless Purchaser, its successors, assigns, customers and users of its product against all suits of law or in equity and from all damage, claims and demands for actual or alleged infringements of the United States or foreign letters patent and for any direct or indirect consequential damages from defects in Seller's articles by reason of the use of articles hereby ordered and to indemnify Purchaser against all liability for Seller's failure so to comply.
10. In accepting this order Seller shall be deemed to represent that the goods to be furnished hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938 as amended and unless otherwise agreed to in writing Seller shall insert a certificate on all invoices submitted in connection with this order stating that the goods covered by the invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938 as amended, including Sec. 12 (A).
11. Any item purchased by E.D. Etnyre & Company on this Purchase Order must comply with or exceed the latest Safety Standards as promulgated under Federal Occupational Safety and Health Act, PL91-596.
12. This order is subject to the requirements of the Equal Opportunity Clause contained in Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973.
13. No conditions submitted or referred to by the seller when tendering, shall form part of the contract unless otherwise agreed to in writing by both parties.
14. If the order is in fulfillment of a U.S. Government contract, the FAR clauses listed under E.D. Etnyre Standard Purchase Order Terms and Conditions – Federal Acquisition Regulation (FAR) Government Contract Provisions are hereby incorporated and made part of these conditions.

Any failure to comply with all aspects of this Purchase Order without written authorization could render Purchase Order null and void at the discretion of E.D. Etnyre & Company.