

<b>Document # PUR-003</b>	Written By: K. Delosh Approved By: C. Peth	Revision: A1
Title	<b>Standard Terms and Conditions for Purchase Orders</b>	

**These terms and conditions apply to all Purchase Orders issued by Imperial Industries Inc. (the “Buyer”) for goods and services. They are intended to ensure quality, compliance, and timely delivery of components and services essential to our operations.**

### **1. Acceptance**

Supplier’s acceptance of this Purchase Order constitutes agreement to all terms and conditions stated herein. Any additional or different terms proposed by the Supplier are rejected unless expressly agreed to in writing by the Buyer.

### **2. Price and Payment**

Prices stated in the Purchase Order are firm unless agreed upon in writing. Payment terms begin the date of receipt of a correct invoice or acceptance of goods or services, whichever is later. Buyer reserves the right to withhold payment in case of disputes.

### **3. Delivery**

Goods must be delivered as specified in the Purchase Order. The Buyer reserves the right to cancel all or part of the Purchase Order if delivery is not made as scheduled.

### **4. Inspection and Acceptance**

All goods are subject to inspection and approval upon delivery. The Buyer reserves the right to reject any non-conforming goods and return them at the Supplier’s expense.

### **5. Warranties**

Supplier warrants that all goods and services provided:

- Are free from defects in material and workmanship
- Conform to specifications, drawings, and descriptions
- Comply with all applicable laws and regulations

Supplier further warrants that all goods provided:

- Are new and original sourced from the original manufacturer
- Are not refurbished or rebuilt

### **6. Changes**

The Buyer may request changes to the Purchase Order at any time; changes are subject to Supplier approval. If approved changes affect the cost or delivery schedule, Supplier must notify the Buyer in writing within 2 business days and Buyer may exercise its right to reject Supplier changes to cost or delivery schedule within 1 business day of notification.

### **7. Termination**

The Buyer may, at Buyer’s sole discretion, terminate the Purchase Order at any time for breach of warranty, breach of contract, non-performance, non-conforming goods, delayed delivery, Force Majeure, or supplier insolvency.

**8. Confidentiality**

Supplier shall keep confidential all information, drawings, specifications, and data furnished by the Buyer and shall not disclose or use such information for any purpose other than fulfilling this Purchase Order. All confidential information shall be returned or destroyed upon Purchase Order fulfillment.

**9. Indemnification**

By accepting this Purchase Order, Supplier agrees to indemnify, defend, and hold harmless the Buyer from any claims, damages, or liabilities arising from Supplier's performance under this Purchase Order, including but not limited to product liability and intellectual property infringement.

**10. Compliance with Laws**

Supplier shall comply with all applicable federal, state, and local laws, rules, and regulations, including labor, environmental, and safety.

**11. Governing Law & Jurisdiction**

This Purchase Order shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of law principles. Jurisdiction for resolution of any dispute shall be in the State of Wisconsin for any legal or equitable claim, demand, cause of action, injunction, or suit regardless of legal theory.

**12. Force Majeure**

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including acts of God, war, acts of terrorism directed against either party or causing personal injury or property damage to either party's workforce, nationwide virus pandemic impacting supply chain purchasing, or natural disasters as formally declared by state or federal government officials, except Supplier remains liable for avoiding Force Majeure events to the extent within Supplier's control or which could be mitigated by commercially reasonable action on the part of Supplier consistent within the industry.

**13. Dispute Resolution**

Any dispute between the parties shall be resolved using a three-step process that encourages a business-to-business solution:

1. The parties shall first attempt to resolve any dispute through negotiation
2. If negotiation does not entirely resolve the dispute, then Buyer and Supplier shall proceed to mediation facilitated by a mutually agreed neutral mediator and attended virtually or in-person by a President or Officer of the respective parties
3. If mediation does not entirely resolve the dispute, then the parties may proceed with court action or mutually agreed upon arbitration to entirely resolve the dispute

**14. Risk of Loss and Shipment**

Supplier is responsible for shipment and insurance of goods until delivered to Buyer at Imperial's designated location for receiving.