

EDL Terms and Conditions

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1. **INVOICES** must bear exact same prices and terms or authorization for changes must be received from our company in writing prior to shipping. Submit invoices to attention of **ACCOUNTS PAYABLE DEPARTMENT**.
2. Goods not in accordance with specifications will be rejected and held at vendor's risk awaiting disposal. Vendor must pay freight on all rejected material.
3. The right is reserved to cancel all or part of this order if not delivered within the time specified.
4. Packing slips must accompany all shipments and reference the purchase order number.
5. By acceptance of this order, vendor warrants that all merchandise shipped under this order complies with all laws and regulations of Federal and State Governments.
6. In the event of interruption of Buyer's business in whole or in part by reason of fire, flood, windstorm, earthquake, war, strike, embargo, acts of God, governmental action, or causes beyond Buyer's control, Buyer shall have the option of cancelling undelivered orders in whole or in part.
7. Acceptance of this purchase order, or shipment of any part of it will constitute an agreement to all of its specifications as to terms, delivery and prices on front and back of this purchase order. NOTE: EDL will accept deliveries up to 5 business days early without request for deferral of invoices. Invoices for shipments received more than 5 business days earlier than the requested dock dates will be deferred to the requested dock date on the Purchase Orders.
8. **TOOLS:** Unless other wise specified, all necessary material or tools including dies, gauges, jigs or fixtures required to execute this order are to be supplied by Seller. If buyer agrees to pay for or furnish any material or tools, dies, gauges jigs or fixtures in connection with this order, said items shall be and remain Buyer's property, shall be held by Seller on consignment, and shall be used exclusively for Buyer unless Buyer directs otherwise. Seller will account for said items and keep them fully covered by insurance at all times without expense to Buyer. It is understood and agreed that said items may be removed by Buyer at any time and shall not otherwise be disposed of by Seller without written permission from Buyer. Seller will maintain said tools and similar equipment in good working condition.
9. **NO DISCLOSURE:** Seller shall not without first obtaining written consent, in any manner advertise or publish the fact that it has furnished or has contracted to furnish Buyer the articles or services herein mentioned. Seller shall not disclose any of the details connect with this order to any third party except as herein specified. Material made to Buyer's design shall not be supplied to anyone else without Buyer's prior written consent.
10. **PATENT WARRANTY:** Seller warrants that the good delivered under this order do not infringe any valid patent, trademark or copyright owned or controlled by any other corporation, firm or person and agrees to hold Buyer and/or customers of Buyer harmless against any and all liability, loss and expense by reason of any claim, action of litigation arising out of any alleged or actual, direct or contributory, infringement of any patent, copyright or trademark, foreign or domestic, resulting from the use or sale of said goods or any parts thereof, provided that Seller be given timely notice and opportunity to settle said claim and any opportunity as is afforded by applicable laws, rules or regulations to undertake defense of any action or litigation arising therefrom.
11. **PURCHASE ORDER STATEMENT:** This purchase order is subject to the provisions contained in Executive Order # 11246 and any subsequent or related regulations regarding equal opportunity of employment, further, the affirmative action clauses set forth in 45 CFR 60-250.4 relating to disabled veterans, veterans of the Vietnam Era and individuals with disabilities are incorporated herein by specific reference.
12. This order is governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia.