



## **Purchase Order Terms and Conditions**

1. The purchase price set forth in this Purchase Order is the price agreed upon for purchase of the goods, and may not be modified without mutual agreement. Should Seller refuse to provide the goods at the specified price, Seller shall be liable to Buyer for any costs above the quoted price incurred by Buyer in procuring the goods from another source.
2. The goods to be provided must meet, in every material respect, the specifications set forth in this Purchase Order or Request for Quotation.
3. If the goods provided do not meet, in every material respect, the specifications set forth in this Purchase Order; Buyer has the right to refuse to accept delivery of the goods, and/or to return them after delivery to Seller, at Seller's sole expense. In this event, Buyer shall have the sole discretion to choose a full refund of any payment made for the goods, or to allow Seller to replace them.
4. Seller shall ship the goods to Buyer within the time frame set forth in the Purchase Order. Should Seller fail to ship in a timely fashion, the purchase price shall be reduced by the greater of:
  - a. \$10,000 dollars per day of delay; or
  - b. Costs incurred by Buyer arising from the delay.
5. Buyer reserves the right to sample and/or test any materials or goods supplied pursuant to this Purchase Order, and to reject such materials or goods if such sampling or testing shows them to be defective or of less than standard quality.
6. Seller should be aware that Buyer monitors performance of vendors with whom it does business. Should any vendor prove to be deficient in timeliness of delivery of products or quality of materials or good supplied, Buyer may consider that vendor ineligible for further business with Buyer.
7. MCC may, in its sole discretion, require that the Seller allow MCC representatives to audit or inspect the Seller's processes for the fabrication of the materials to which this Request applies.
8. Any disputes arising out of this transaction shall be submitted to arbitration by a single arbitrator under the rules of the American Arbitration Association.