



**Purchase Total in Words:** .

#### 4. Delivery

**Requested Delivery Date.** .

**Time is of the Essence.** Time is of the essence with respect to delivery under this PO. Seller's failure to deliver on or before the Requested Delivery Date shall constitute a material breach and entitle Buyer to cancel this PO in whole or in part without liability and to pursue all remedies available under UCC §§2-711 et seq. or applicable law.

**Shipping Terms — FOB Destination.** Delivery shall be FOB Destination (UCC §2-319). Seller shall bear all risk of loss, freight cost, and insurance until the goods are tendered at the Ship-To address. Title and risk of loss pass to Buyer upon Seller's tender of conforming goods at the Ship-To address.

**Partial Shipments.** Partial shipments are permitted. Buyer shall accept and pay for conforming items actually delivered, subject to the inspection and acceptance provisions of this PO.

#### 5. Payment Terms

Payment terms are **Net 30 (payment due thirty (30) days after invoice date)**.

Seller shall invoice Buyer in accordance with Buyer's standard accounts-payable procedures and shall reference this PO number ([PO NUMBER]) on each invoice. Invoices lacking a valid PO number may be returned unpaid.

#### 6. Sales Tax

Sales tax, where applicable, is calculated at the rate of 0% based on the delivery jurisdiction ([STATE]) and is included in the Purchase Total as \$0.00. Buyer represents that any applicable resale, exemption, or direct-pay certificates have been separately furnished to Seller where required.

#### 7. Inspection and Acceptance

**Inspection Period.** Notwithstanding UCC §2-606, Buyer shall have **10 business days** following delivery (or, for services, following completion of the applicable milestone) to inspect the goods or services. Buyer's payment, signature on a delivery receipt, or use of goods in the ordinary course during the inspection period shall **not** constitute acceptance. Buyer may reject any non-conforming goods or services by written notice to Seller within the inspection period, specifying the defect, whereupon Seller shall at its expense promptly (a) cure the non-conformity under UCC §2-508, (b) replace or re-perform, or (c) refund amounts paid, at Buyer's election. Revocation of acceptance for latent defects remains available under UCC §2-608.

## 8. Warranty

**Implied Warranties.** The implied warranty of merchantability (UCC §2-314) and, where Seller knows or has reason to know of Buyer's particular purpose, the implied warranty of fitness for a particular purpose (UCC §2-315), apply to the goods purchased under this PO and are not disclaimed. Seller further warrants good and marketable title free of liens and encumbrances (UCC §2-312).

## 9. Subtype-Specific Terms

### 10. Risk Allocation and Remedies

**Force Majeure.** Neither Party shall be liable for any failure or delay in performance (other than Buyer's obligation to pay for goods or services already accepted) caused by events beyond the Party's reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, governmental action, epidemic or pandemic, labor disputes not involving the affected Party's own workforce, supplier shortages not reasonably foreseeable, and utility or transportation failures. The affected Party shall give prompt written notice, use commercially reasonable efforts to mitigate, and resume performance as soon as practicable. If a force-majeure event continues for more than thirty (30) days, Buyer may cancel all or any unshipped portion of this PO without liability. This clause supplements, and does not supplant, UCC §2-615 (commercial impracticability).

**Buyer's Remedies.** In addition to any remedy set forth above, Buyer shall have all remedies available under UCC §§2-711 through 2-717 (for goods) or at common law (for services), including the right to "cover" by purchasing substitute goods and recover the difference, to recover consequential damages, and to cancel this PO in whole or in part for material breach.

### 11. Cancellation

Buyer may cancel this PO in whole or in part: (a) at any time before Seller has accepted the PO; (b) for any reason upon written notice, subject to paying Seller for conforming goods already produced or services already rendered; or (c) for cause without penalty upon Seller's material breach, including late delivery where time is of the essence, delivery of non-conforming goods, or anticipatory repudiation under UCC §2-610.

### 12. Special Instructions

None.

### 17. General Provisions

**Governing Law.** This PO shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

**Venue.** Any action arising out of or relating to this PO shall be brought exclusively in the state or federal courts located in [VENUE CITY], [STATE], and the Parties irrevocably submit to such jurisdiction.

**Assignment.** Seller may not assign this PO or any rights or obligations hereunder without Buyer's prior written consent. Buyer may assign this PO to any affiliate or to a successor in interest.

**Modifications.** No modification, amendment, or waiver of this PO shall be effective unless in a writing signed by both Parties' authorized representatives. Any modification in writing is permitted without new consideration under UCC §2-209.

**Severability.** If any provision is held invalid, the remainder shall continue in full force, with the invalid provision modified to the minimum extent necessary.

**Entire Agreement.** This PO, together with any documents expressly incorporated by reference, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous communications, proposals, quotations, and acknowledgments, whether oral or written.

**Counterparts; Electronic Signatures.** This PO may be executed in counterparts and delivered electronically. Electronic signatures, email acceptance by Seller's authorized representative, and acceptance by ERP-system approval are valid and binding under the federal ESIGN Act (15 U.S.C. §§7001–7031) and applicable state law.

**Notices.** Notices shall be in writing and delivered to the addresses set forth above by hand, overnight courier, certified mail, or email with acknowledgment.

## Signatures

### Buyer:

#### Buyer — Authorized Signatory

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE

Printed Name: [BUYER S AUTHORIZED SIGNATORY NAME] Title: [BUYER S AUTHORIZED SIGNATORY TITLE] For and on behalf of: [BUYER NAME]

\_\_\_\_\_

**Seller Acceptance.** By signing below, or by commencing performance under this PO, Seller accepts the terms and conditions of this PO, including the battle-of-the-forms provisions in Section 2.

**Seller — Authorized Signatory**

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE