



Wire Products Since 1880

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- WIRE CLOTH
- FILTERS
- STRAINERS
- SCREEN PACKS
- RESISTANCE WIRE
- SCREEN PRINT FABRIC
- SYNTHETIC INDUSTRIAL MESH

## Purchase Order Procurement Terms and Conditions

**Packing lists:** Must accompany each case or parcel showing our Purchase Order number and our part number for each item. All documents must reference our Purchase Order number

**Delivery:** 5 Days early; 0 days late. If the product arrives more than 5 days early, Jelliff Corporation reserves the right to modify the invoice date to coincide with the arrival date.

**Defects Policy:** Jelliff Corporation has implemented a ZERO defects policy. All items are subject to inspection and acceptance to our plant. Any product batch which does not comply with all the specifications of the present purchase order requires a detailed Request for Concession to be sent to Jelliff Corporation, prior to the delivery of the material.

**Jelliff Corporation controlled drawings / specifications:** It is the Vendors responsibility to ensure that the product supplied to Jelliff Corporation meets the correct Drawing Revision. Any product batch which does not comply with all the specifications of the present purchase order requires a detailed Request for Concession to be sent to JELLIFF CORPORATION, prior to the delivery of the material.

**Certificate of Conformance:** Required for every shipment.

**Product / Process changes:** Any change to the product, including raw materials, the manufacturing process, one of the suppliers or subcontractors, or on the manufacturing site, requires written approval of Jelliff Corporation. Without limitation, this requirement applies to any change affecting the product's ability to be assembled, its functionality or reliability, as well as the change of any of the actors of the supply chain.

**MSDS / Global Harmonization:** Must be provided for every shipment.

**ROHS / REACH / NAFTA / FRANK-DODD ACT / LEAD-FREE:** Appropriate certifications must be provided for every shipment.

### Blanket Purchase Orders:

- 1) The quantity indicated in the Quantity column is an annual forecast and must not be considered as a firm commitment from JELLIFF CORPORATION;
- 2) The end of the present purchase order is conditioned by its termination date rather than the forecasted annual quantity;
- 3) The part referenced on this purchase order will be called on delivery schedules you will be receiving on a regular basis, each new schedule cancelling and superseding the previous one;

4) On the delivery schedules, JELLIFF CORPORATION will commit to firm quantities, as well as the raw material needed to manufacture the forecasted quantities scheduled in a timeframe of 3 months following the delivery schedule establishment date.

5) Several alteration numbers may co-exist on a single delivery schedule

6) Your invoices will have to refer to the call number indicated on the relevant line of the delivery schedule

**Acceptance Agreement.** Seller's commencement of work on the goods and services (the "Products") as set forth on the attached purchase order ("Purchase Order") or shipment of such Products, whichever occurs first, shall be deemed acceptance of this Purchase Order and the terms contained herein (the "Agreement"). Any additional or different terms provided by Seller as set forth in Seller's business forms or website is hereby rejected and deemed null and void.

**Warranty.** Seller represents and warrants that all Products furnished under this Purchase Order shall: (i) conform to all specifications as set forth on the Purchase Order and applicable industry standards; (ii) be new, and free from defects in material or workmanship; (iii) conform to any statements made on the containers or labels or advertisements for such Products; (iv) properly contained, packaged, and marked and labeled in accordance with JELLIFF CORPORATION's requirements and all laws relating thereto; (v) be merchantable, and safe and appropriate for the purpose for which the Products will be used and fit for such particular purpose; (v) conform in all respects to samples. Inspection, test, acceptance or use of the Products furnished hereunder shall not affect the Seller's obligations under this warranty, and such warranties shall survive inspection, test, acceptance and use. Seller's warranty shall run to JELLIFF CORPORATION, its successors, assigns and customers, and users of the Products. In addition to all other remedies, Seller agrees to promptly repair or replace any Products not conforming to the foregoing warranty, without expense to JELLIFF CORPORATION. In the event of failure of Seller to promptly repair or replace nonconforming Products, JELLIFF CORPORATION shall be entitled to a full refund or may repair or replace such Products and charge Seller for all costs, losses or damage incurred by JELLIFF CORPORATION resulting from Seller's breach.

**Changes.** JELLIFF CORPORATION shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly.

**Limitation on JELLIFF CORPORATION's Liability Statute of Limitations.** In no event shall JELLIFF CORPORATION be liable for anticipated profits or for incidental or consequential damages. JELLIFF CORPORATION's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach thereof shall in no case exceed the price allocable to Purchase Order, which gives rise to the claim. Any action resulting from any breach on the part of JELLIFF CORPORATION as to the Products delivered hereunder must be commenced within one year after the cause of action has accrued.

**Proprietary Information Confidentiality Advertising.** Seller shall consider all information furnished by JELLIFF CORPORATION to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this contract without JELLIFF CORPORATION's written consent. This paragraph shall also apply to drawings, specifications, or other documents prepared by Seller or the like for JELLIFF CORPORATION ("Work for Hire") in connection with this order. Seller shall not disclose or publish the fact that JELLIFF CORPORATION has a contractual relationship with Seller without JELLIFF CORPORATION's written consent

**Ownership.** All drawings, know-how, designs, confidential information, and the like disclosed to Seller by JELLIFF CORPORATION and all rights therein will remain the property of JELLIFF CORPORATION and will be kept confidential by Seller in accordance with these terms and conditions. Seller shall have no claim to, nor ownership interest in, any information provided or communicated by the JELLIFF CORPORATION, and such information, in whatever form and any copies thereof, shall be promptly returned to the JELLIFF CORPORATION upon written request from the JELLIFF CORPORATION. Seller acknowledges that no license or rights of any sort are granted to Seller under this Agreement in respect of any rights in JELLIFF CORPORATION's information, developments, devices, processes, or other intellectual property arising therefrom. Should Seller perform development work in producing the material covered by this Purchase Order, the JELLIFF CORPORATION shall receive a full and complete, worldwide, non-exclusive, royalty-free license to make, have made, use or sell any intellectual property developed through such development work. 3 04-02-2014

**Tooling and Equipment.** All tool, dies or any equipment ("Equipment") furnished to Seller by JELLIFF CORPORATION, or specifically paid for by JELLIFF CORPORATION, shall be JELLIFF CORPORATION property and these devices may be inspected and/or removed by JELLIFF CORPORATION at any time without additional cost to JELLIFF CORPORATION. The Equipment shall only be used to manufacture the Products. Seller shall bear any taxes assessed against such tools and the full cost of preparing and crating for shipment as directed by JELLIFF CORPORATION upon completion of such orders as JELLIFF CORPORATION may give. This Equipment shall be kept free of liens and encumbrances at all times, without expense to JELLIFF CORPORATION. This Equipment shall not be removed from Seller's facility without JELLIFF CORPORATION's consent. Payment for invoices for such devices are subject to JELLIFF CORPORATION written approval of samples from such devices. Production samples must have written approval before any production shipments are made unless a written exception to this rule is submitted by an JELLIFF CORPORATION authorized representative.

**Infringement and Indemnification.** Seller agrees to defend, indemnify and hold JELLIFF CORPORATION, its successors, assigns, agents and users of its products and processes harmless against any claims, costs, damages, liability and expenses resulting from actual or alleged patent, trademark, or copyright infringement, misappropriation of confidential information, or violation of any other intellectual property right, domestic or foreign, in the manufacture, use or disposition of any goods or materials.

**Compliance with Laws.** Seller guarantees that the Products will fully comply with all applicable federal, state and local laws, ordinances and regulations.

**Force Majeure.** JELLIFF CORPORATION may delay delivery or acceptance occasioned by causes beyond its reasonable control. Seller shall hold such Products at the direction of the JELLIFF CORPORATION and shall deliver them when the cause affecting the delay has been removed.

**Insurance.** Seller shall maintain all necessary insurance coverages, including product liability and Workers' Compensation insurance. Seller shall indemnify and save harmless and defend JELLIFF CORPORATION from any and all claims or liabilities arising out of the work covered by this paragraph.

**Termination.** JELLIFF CORPORATION reserves the right to terminate this Purchase Order or any part hereof at any time. In the event of such termination, Seller shall immediately stop all work, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid actual direct costs resulting from termination for all custom products schedule with-in 3 Months. JELLIFF CORPORATION may also terminate this Purchase Order or any part hereof for cause in the event of any default by the Seller or if the Seller fails to comply with any of the terms and conditions of this offer. In the event of termination for cause, JELLIFF CORPORATION shall not be liable to Seller for any amount, and Seller shall be liable to JELLIFF CORPORATION for any and all damages arising out of the default.

**Inspection/Testing.** Payment for the Products delivered hereunder shall not constitute acceptance. JELLIFF CORPORATION shall have the right to inspect the Products and to reject any or all of the Products which are, in JELLIFF CORPORATION's judgment, defective or nonconforming. Rejected Products and Products supplied in excess of quantities called for herein may be returned to Seller at its expense and, in addition to JELLIFF CORPORATION's other rights, JELLIFF CORPORATION may charge Seller all expenses of unpacking, examining, repacking and reshipping such Products. In the event JELLIFF CORPORATION receives Products whose defects or nonconformities are not apparent on examination, JELLIFF CORPORATION reserves the right to require replacement, as well as payment of damages. Nothing contained in this Purchase Order shall relieve in any way the Seller from the obligation of testing, inspection and quality control.

**General.** This Purchase Order and any documents referred to on the face hereof, constitute the entire agreement between the parties. No part of this order may be assigned or subcontracted without prior written approval of JELLIFF CORPORATION. All claims for money due or to become due from JELLIFF CORPORATION shall be subject to deduction or set-off by the JELLIFF CORPORATION by reason of any counterclaim arising out of this or any other transaction with Seller. JELLIFF CORPORATION's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or JELLIFF CORPORATION's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.