

SWW-PUR-005
Purchase Order Terms and Conditions
Rev. 1



1. **ACCEPTANCE:** THIS PURCHASE ORDER IS LIMITED TO THE TERMS AND CONDITIONS (T&Cs) SPECIFIED ON THIS PURCHASE ORDER AND ITS ACCOMPANYING DOCUMENT AND ANY ATTACHMENTS REFERENCED THEREIN. BUYER DOES NOT AGREE TO ANY PROPOSED AMEDMENDMENTS, OR DELETION BY SELLER UNLESS MUTUALLY AGREED TO IN WRITING BY BOTH PARTIES. THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE APPLICABLE WRITTEN AGREEMENT BETWEEN SELLER AND BUYER. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS PURCHASE ORDER, THE TERMS OF THE WRITTEN AGREEMENT BETWEEN SELLER AND BUYER SHALL GOVERN AND CONTROL.
2. **PURCHASE ORDER NUMBERS:** Buyer will communicate a purchase order number (the "Purchase Order Number") to Seller either by telephone, or e-mail. Seller shall include the Purchase Order Number on every packing sheet, invoice and every other communication related to the order.
3. **PACKING AND SHIPPING:** All items must be properly prepared for shipment to secure lowest transportation rates and comply with carrier regulations. No charges will be paid by Buyer for packing, crating, or cartage unless so stated in the order. All shipments to be forwarded on one day via one route must be consolidated. To the extent allowable, items ordered under separate Purchase Order Numbers shall be segregated within the pallet, or shipping container. A separate documentation shall be issued for each order included in a shipment, showing Purchase Order Number.
4. **SHIPMENT OR DELIVERY:** Shipment and/or delivery shall be in accordance with the schedule set out in the purchase order and in exact quantities ordered. If it appears Seller will not meet such commitments or if Seller fails to meet the specified commitment, Seller shall, at Seller's expense, ship via expedited routing to either meet such schedule or to recover the maximum possible time lost by failure to ship or deliver on schedule. Buyer reserves the right, at Seller's expense, to return any goods shipped in advance of the schedule set out in the purchase order.
5. **REJECTION:** Buyer shall notify Seller if any items delivered hereunder are rejected for being nonconforming, and, at Buyer's election and Seller's risk and expense, such items may be returned to Seller. Seller shall issue Buyer a credit for all cost.
6. **WARRANTY:** Seller warrants that all goods delivered hereunder shall be merchantable, fit for their particular purpose and free from defects, whether latent or apparent. Seller warrants that all services performed hereunder shall be performed in a good and workmanlike manner by qualified, trained personnel, free from errors. Seller's warranties shall be enforceable by Buyer and shall run to Buyer's customer(s).
7. **CHANGES:** Buyer may make changes to any services to be performed or to any goods to be specifically manufactured, but no change shall be effective, nor shall Buyer be obligated to pay any increase in compensation as a result of a change, unless Buyer issues a written change order. Changes which increase or decrease pricing shall be revised as mutually agreed to in writing.
8. **INVOICES/PAYMENT:** A separate invoice shall be issued for each shipment and for each Purchase Order Number, with the Purchase Order Number stated on the face of the invoice. No invoice shall be issued prior to shipment of goods, and no payment shall be made prior to receipt and acceptance of conforming goods and invoice. Payment terms commence upon receipt of a correct invoice. Payment terms are net 30 days of receipt of correct invoice. Seller shall receive electronic purchase orders and Buyer shall receive electronic invoices via email to the designated email addresses. Invoice and payment status can be requested from AP at AP@SWWSFL.COM.
9. **RESPONSIBILITY FOR PROPERTY:** Unless otherwise provided in this purchase order, Seller, upon delivery to it or manufacture or acquisition by it, of any materials, parts, tooling or other property, the title to which remains with Buyer, assumes the risk of and shall be responsible for any loss or damage. Seller, pursuant to the provisions of this purchase order, but in any event upon completion thereof, shall return such property to Buyer in the condition in which it was received, reasonable wear and tear excepted, except to the extent that such property has been incorporated into items delivered under this purchase order or has been reasonably consumed in performance of work under this purchase order.
10. **TITLE AND RISK OF LOSS:** Seller warrants title to all goods sold and bears the risk of loss or damages to the items purchased under this purchase order until they are delivered in conformity with this purchase order at Buyer's delivery point specified in this purchase order or installed, as required pursuant to the purchase order, and, upon such delivery or installation, title shall pass to Buyer. Passing of title shall not constitute acceptance of the items by Buyer.
11. **TERMINATION:** Buyer may terminate all or any portion of this purchase order at any time by giving notice to Seller. In the event of termination without cause, Buyer's liability shall be the lesser of: (a) a reasonable price for raw materials, components, work in progress, and any finished units on hand; or (b) the contract price per finished unit, after giving effect to any discount Buyer would otherwise be entitled to. In the event of termination without cause of any separate services specifically ordered, liability shall be the lesser of: (a) a reasonable price for properly performed services rendered prior to termination; or (b) the contract price for the services. If any hourly or other time-based rate for services is specified in this purchase order, such rate shall be used in determining a reasonable price. THE FOREGOING STATES BUYER'S ENTIRE LIABILITY FOR TERMINATION. Additionally, Buyer may, by notice to Seller, terminate in whole or in part this purchase order in the event of suspension of Seller's business, insolvency of Seller, institution of bankruptcy, reorganization, or liquidation proceedings by or against Seller, the appointment of a trustee or receiver for Seller's property or business, any assignments by Seller for the benefit of creditors or a breach that is not cured after notice detailing such breach. The rights and remedies of Buyer provided in this Termination clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this purchase order.