

# LTD Material Standard Terms and Conditions



## 1. PURCHASE ORDER CONSTITUTES COMPLETE AGREEMENT

This Purchase Order, including the terms and conditions on the face hereof, the following terms and conditions, and any attachments hereto, becomes the complete and final agreement between Supplier (Seller) and LTD Material.

Purchase orders issued by LTD Material to provide goods or services and or

Purchase orders issued to LTD Material from the Customer/Buyer mutually agreed upon.

## 2. ADVERTISING

Seller and or Buyer shall not, without first obtaining the written consent of LTD Material LLC, in any manner advertise or publish the fact the Seller and/or Buyer has furnished, or contracted to furnish to LTD Material LLC, the material and/or services ordered hereunder.

## 3. APPLICABLE LAW

The agreement arising pursuant to this Order shall be governed by the laws of the State of Texas. Any rights, remedies, and warranties not inconsistent herewith, available to LTD Material LLC by operation of law may only be waived or modified in writing by LTD Material LLC in a supplement to this Order.

## 4. ASSIGNMENT AND SUBCONTRACTS

Seller and/or Buyer shall not assign the accounts receivable or subcontract this Order or any right or obligation thereunder, without the written consent of LTD Material LLC. Purchase of parts and material normally purchased by Seller and/or Buyer or required by this Order shall not be construed as assignments or subcontracts.

## 5. PAYMENT (Seller – Buyer is excluded)

The Seller's right to payment is contingent upon LTD Material LLC's approval and acceptance of the articles delivered, or services rendered in accordance with the terms and specifications called for by this Order, but payment of the stipulated price is not evidence of LTD Material LLC's final acceptance of the articles or services called for in

# LTD Material Standard Terms and Conditions



the purchase order. Discount terms of this order and payment of invoices will be based upon the date specified on this order and payment of invoices will be based upon the date specified on this order for delivery of articles or services or the actual delivery date of such articles or services, whichever date is later. If no discount is offered, payment of invoices will be made as stated on the purchase order unless an updated order is submitted adjusting these terms.

## 6. CONFIDENTIAL INFORMATION

Seller and Buyer agree not to disclose to any person outside of its employ, and, for a period of A minimum of three years with a maximum of five years from the receipt thereof, not to use for any purpose other than to fulfill its obligations under this Order, any information received from LTD Material LLC pursuant to this Order which has been disclosed to Seller and Buyer by LTD Material LLC in confidence, and

which is not otherwise publicly available. Upon termination of the Order, Seller and Buyer agree to return to LTD Material LLC upon request all drawings, blueprints, descriptions or other material received from LTD Material LLC and all material containing said confidential information. Seller and Buyer further agree not to disclose to LTD Material LLC any information, which Seller and Buyer deems to be confidential, and it is understood that any information received by LTD Material LLC will not be of a confidential nature.

## 7. EXPEDITE COSTS

Expedited service and Fee's and that are associated with changes in delivery or requests to provide material prior to agreed on delivery dates. These fees will constitute a change in order and will be clearly defined in writing by both parties as agreed to.

## 8. EQUAL EMPLOYMENT OPPORTUNITY

There are incorporated in this Order the provisions of Executive Order 11246 (as amended) of the President of the United States on Equal Employment Opportunity and the Rules and Regulations issued pursuant thereto with which the Seller

# LTD Material Standard Terms and Conditions



represents that he will comply, unless exempted.

## 10. PATENTS – Including all Intellectual Property

Seller will settle or defend at Seller's expense (and pay any damage, costs or fines resulting from) all proceedings or claims against LTD Material LLC, its subsidiaries and affiliates and their respective customers, for infringement or alleged infringement by the goods furnished under this Order, or any part or use thereof, of patents (Including utility models and registered designs) now or hereafter granted in the United States or in any country where Seller, its subsidiaries or affiliates heretofore has furnished similar goods. Seller will, at LTD Material LLC's request identify the countries in which Seller, its subsidiaries or affiliates heretofore has furnished similar goods.

## 11. WARRANTY

In addition to all other warranties expressed or implied in law, the Seller warrants that the items delivered hereunder will conform to all applicable specifications, drawings, samples, symbols or other descriptions furnished by LTD Material LLC and will be merchantable, of first-class material and workmanship and free from defects. In the event LTD Material LLC does not furnish herein one or more specifications that are included in Seller's current sales material for the items delivered, Seller warrants that the items delivered will conform additionally to such specifications published by Seller. In case any such item shall be defective or otherwise not in conformity herewith, Seller shall at LTD Material LLC's option and in addition to all other remedies of LTD Material LLC either credit LTD Material LLC for any such nonconformity or defects, or, at Sellers' expense replace, repair, or correct any such article. Seller agrees to make all corrections to the satisfaction of the LTD Material LLC. If Seller currently provides an extended warranty and/or maintenance

# LTD Material Standard Terms and Conditions



contract covering the items delivered to any other customer of Seller, Seller agrees to offer, concurrent with acknowledgement of this purchase order, such extended warranty and/or maintenance contract to LTD Material LLC under the same terms and conditions.

## 12. INSPECTION

All material will be subject to final inspection and acceptance at destination, notwithstanding any prior payment. Final inspection shall be conclusive except as regards latent defects, fraud and such gross mistakes as amount to fraud. Final inspection does not relieve Seller of its obligation under its warranty. The seller LTD Material LLC may reject and hold at Seller's expense, subject to Seller's disposal, all material not conforming to applicable specifications, drawings, samples or descriptions. Without limiting any other rights it may have, LTD Material LLC at its option may require the Seller to repair or replace at the Seller's expense any items of materials ordered which fail to meet the requirement, of applicable specifications, drawings, samples or descriptions. Seller may not retender rejected material to LTD Material LLC unless notification of such past rejection is submitted with the retender and LTD Material LLC has consented to such retender.

## 13. PACKAGES

Packages must bear LTD Material LLC's order number and show gross, tare, and net weights and/or quantity. In addition, any issued RMA or return authorization number must accompany all shipments. No charge for packaging will be allowed by LTD Material LLC unless otherwise agreed.

## 14. SHIPMENT OR PERFORMANCE OF SERVICES

Time is of the essence and the shipment or performance of services must be made within the time stated on this Order, or, if none stated, within a reasonable time

# LTD Material Standard Terms and Conditions



after placement of this Order. If Seller fails to deliver the items ordered, or to perform the services ordered in accordance with the delivery schedule herein, LTD Material LLC reserves the right to cancel this order without penalty to LTD Material LLC and to purchase elsewhere. Seller will pay for any loss incurred by LTD Material LLC, unless delay in making shipment or performance of services ordered, is due to unforeseeable causes beyond the control, and without the fault or negligence of Seller. Whenever an actual or potential problem is delaying or threatens to delay the shipment of the items ordered hereunder, or performance of services ordered hereunder, Seller shall immediately give written notice thereof to LTD Material LLC including relevant information with respect thereto. No cause shall constitute a basis for excusable delay unless Seller has notified LTD Material LLC in writing of the existence of such cause ten (10) days from the beginning thereof.

## 15. TRANSPORTATION INSTRUCTIONS

Any shipment in bound from location to LTD Material LLC must have a Bill of Lading Original or comparable shipping document packing list stating contents and shipped qty.

Cartage inbound to LTD Material LLC will not pay charges unless otherwise agreed to or specified in the Purchase Order.

Routing ☐ Consolidate all daily shipments on one Bill of Lading when consignment or stock order to LTD Material LLC at one destination, unless otherwise agreed.

## 16. GOODS & MATERIAL RECEIPT

In order to meet both parties' needs, we require feedback in a timely fashion from the receiving parties regarding damaged or compromised material that arrives at your site.

Material shipped whereas LTD is the shipper of record and hired directly by the carrier. Alternately if the shipment has been damaged by the buyer's contracted carrier, the claim will need to be directly filed with that carrier and not LTD Material LLC. This applies to third party shipments where LTD is required to use a set carrier or has to garner approval for shipping by the customers logistics group. The buyer agrees that for items put into consignment by the seller that the same inspection period is applied

# LTD Material Standard Terms and Conditions



and will keep the items delivered in safe keeping until the time of use. Seller will not warranty material consigned or otherwise stocked from damage once the period for response has elapsed.

## 17. LTD MATERIAL POLICY

LTD Material requires the inspection of the contents before signature to any carrier documents. If the inspection cannot be performed immediately the receiving party has 5 days to determine if damage has occurred to the contents. After this period, it is assumed the product arrived in good condition, therefore the receiving party takes responsibility for any broken items. Damage or breakage to parts can be assessed by one or more of the following methods:

- A. Shock Watch indicators or tilt watch inside or exterior of crate/packaging
- B. Inner packaging damage where the secondary packaging has obviously been compromised.
- C. Shake the box listening for broken glass. In the case of an internal box, it too should be shaken.
- D. Best known method: using a video as evidence of inspection will be proof that the receiving party performed due diligence in verifying the condition of the parts as received.

In the case a broken part is detected, LTD Material requires the following information:

- A. Part Number Quantity and Serial numbers as applicable within five business days of signature date.
- B. Pictures of the damage.
- C. Name and email address to contact for claims when filed.
- D. Scan or Photo of packing list or Bill of Lading as well.

## 18. WAGES AND HOURS

Seller warrants that in the performance of this Order, he has complied with all of the provisions of the Fair Labor Standards Act of 1938 of the United States as amended.

## 19. WORKMEN'S COMPENSATION AND DISABILITY BENEFITS INSURANCE

If Seller does not have Workmen's Compensation or Disability Benefits Insurance, Seller agrees to indemnify LTD Material LLC against all damages sustained by the LTD Material LLC from Seller's failure to have such insurance.