



Apex Engineered Products  
P.O. Box 312 - 2659 Lake Road  
Clark, PA 16113 • USA  
Phone: 724-962-8717 / Fax: 724-962-8722  
[www.apexep.com](http://www.apexep.com)

## Purchase Order Terms and Conditions

### 1. GENERAL

1.1 These terms and conditions apply to every order placed by Apex Engineer Products with any individual, firm, organization, or company ("Vendor" or "the Vendor"). Any terms and conditions contained within or attached to any document of any kind which are inconsistent with the terms and conditions outlined in this document, or which attempt to add to or modify these terms and conditions in any way shall not be deemed acceptable or legally binding unless expressly and clearly accepted by Apex Engineer Products in writing. Should the Vendor be unable to supply such written agreement, the Vendor agrees to waive or withdraw the supplemental or modifying terms and conditions and contract with Apex Engineer Products exclusively based on these terms and conditions. Acceptance of goods and/or services by Apex Engineer Products shall not constitute or be deemed to constitute acceptance of Vendor-supplied or otherwise nonstandard terms and conditions by Apex Engineer Products. All parties affirm that the contract shall commence, and the Vendor will be bound contractually to fulfill the obligations outlined within these terms and conditions upon the issuance of a purchase order ("the contract") to the Vendor by Apex Engineer Products.

### 2. PURCHASE ORDER

2.1 The Vendor agrees to ensure the goods and/or services provided shall: correspond with the quantity, type, sort, quality, and description defined in the purchase order; meet performance standards, benchmarks, and delivery schedule specified on the purchase order or as specified to the Vendor by Apex Engineer Products; be of satisfactory quality (as defined by the Sale of Goods Act 1979) and fit for any purpose specified by the Vendor or specified to the Vendor by; where applicable, be free from defects in design, materials and workmanship and remain so for a period of 12 (twelve) months from the delivery date; comply with all applicable statutory, legal, and regulatory requirements relevant to the manufacturing, production, labeling, packaging, storage, handling, and delivery of the specified goods.

2.2 Should the goods and/or services provided fail to comply with the Apex Engineer Products purchase order and/or submitted instructions, Apex Engineer Products may, at its option, either return the goods to the Vendor at the Vendor's own expense and risk of loss; reject the goods and/or services at the seller's risk; require the Vendor to replace the goods or re-perform the services; accept in whole or part such goods and/or services supplied by the Vendor without prejudice to or limitation of any rights held by Apex Engineer Products to claim damages or other compensation for loss, damage, or material failure suffered as a result of the Vendor's failure to comply with these terms and conditions.

2.3 In the event the seller fails to deliver the goods, or perform the services specified by the date specified in the purchase order, Apex Engineer Products may, at its option, terminate the contract without notice.



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### 3. PRICING, PAYMENTS, AND OFFSET

3.1 Prices paid for goods and/or services shall be the prices established in the purchase order, including, but not limited to, packaging costs, insurance fees, and shipment of goods (and/or provision of services). No extra charges, if any, will be incurred unless agreed upon in writing by Apex Engineer Products.

3.2 With regard to goods, the Vendor agrees to invoice Apex Engineer Products upon delivery or at any time after delivery of the goods. Regarding services, the Vendor agrees to invoice Apex Engineer Products in full, monthly, or quarterly as specified in the purchase order. Vendor invoices must contain the purchase order number and include complete supporting information required to be considered valid.

3.3 Apex Engineer Products will pay all invoiced amounts to the bank account specified in writing by the Vendor within 30 days of receiving a valid and correct invoice.

3.4 Apex Engineer Products may, without limiting its other rights or remedies, offset (i.e., set off) any amount owed to it by the Vendor against any amount owed by Apex Engineer Products to the Vendor.

### 4. INSURANCE AND INDEMNITY

The Vendor agrees to hold harmless and indemnify Apex Engineer Products in full against all costs, expenses, damages, and losses (incurred directly or indirectly). This includes any interest, fines, legal and other professional fees, and expenses awarded against, incurred by, or paid by Apex Engineer Products arising from contract performance or any breach of these terms and conditions by the Vendor, as well as any term or obligation implied by law or any statutory provision that may be in force from time to time. The Vendor agrees to maintain at all times all required insurance coverage and provide written evidence of such coverage to Apex Engineer Products upon request.

5. CONTRACT CONFIDENTIALITY The Vendor agrees to treat all confidential information belonging to Apex Engineer Products as confidential subject matter and protect it accordingly. The Vendor agrees not to disclose any such information without the prior written consent of Apex Engineer Products.

6. CONTRACT TERMINATION In addition to clauses 2.3 and 7.1, if at any time after the contract commences the Vendor: Commits a material or persistent breach of contract and (provided said breach may be remedied) fails to make good faith remedy of said breach within 7 (seven) days after receiving notice of the breach; Commits a material breach which cannot be rectified; Apex Engineer Products may opt to terminate the contract with immediate effect.

### 7. GENERAL

7.1 Force majeure: Neither party shall be liable to the other due to any delay or failure to perform its obligations under the Contract if and to the extent that such delay or failure is caused by circumstances beyond the reasonable control of that party which, by their nature, could not have



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been foreseen by such a party or was unavoidable if foreseeable. Should such circumstances prevent the Vendor from supplying the specified goods and/or services for more than 4 (four) weeks, Apex Engineer Products may, without limiting its other rights or remedies, may provide written notice to the Vendor to terminate this contract with immediate effect.

7.2 Assignment and subcontracting: The Vendor agrees not to assign, transfer, subcontract, or deal in any other manner with all or any of its rights and obligations under the contract without prior written consent from Apex Engineer Products.

7.3 Notices: Any communication required to be given under or in connection with this contract shall be in writing and delivered to the other party via prepaid, first-class post.

7.4 Waiver: No delay, neglect, or forbearance on the part of either party in enforcing against the other party any of the terms or conditions specified by the contract will be, or deemed to be, a waiver or prejudice in any way against any right of that party under this contract.

7.5 No partnership: No partnership of any kind between any parties is intended by, or constituted through, this agreement.

7.6 Contracts (Rights of Third Parties) Act 1999: Persons not a party to this agreement shall have no rights under or in connection with it.

7.7 Variation: Any variation, including any additional terms and conditions, to the contract will only be binding and enforceable when agreed to in writing and signed by Apex Engineer Products.

7.8 Severance: Should any provision of this contract, in whole or in part, be held to any extent to be unlawful or unenforceable under any enactment or rule of law, the remaining provisions shall stand in full force and effect.

7.9 Statutory Requirements: The Supplier shall comply with all statutes, orders, regulations, or bylaws related to the execution and fulfillment of this contract and agrees to indemnify Apex Engineer Products against all losses, claims or liabilities, expenses, proceedings or otherwise resulting from the Vendor's noncompliance with the same.

7.10 Governing law and jurisdiction: The entire agreement shall be governed by, and construed in accordance with, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Commonwealth of Pennsylvania.

## 8. TERMS AND CONDITIONS

These terms and conditions will apply unless Apex Engineer Products specifies different terms and conditions in its tender or quotation documentation, or via other contracts entered by the parties. Should Apex Engineer Products specify such changes and apply different terms and conditions in writing, those terms and conditions will override the purchase order terms and conditions and will apply instead of these.