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Purchase Order Conditions

1.0 Inspection and Expediting

- 1.1 The supplier must notify the company's representative within a reasonable time before the date when the material will be ready for delivery and/ or inspection or test required by the purchase order.
- 1.2 If upon inspection or testing any material is found to be damaged, defective or otherwise not in compliance with the purchase order, the company may:
 - 1.0 Where the material has not been delivered, reject such material and require the supplier to make good or cause to be made good the damaged, defective or non-complying material at the supplier's expense; or
 - 2.0 Where the material has been delivered, return such material to the supplier and require the supplier to supply the material in accordance with the purchase order or may require the supplier to make good or cause to be made good the damaged, defective or non – complying material at the supplier's expense.
- 1.3 The supplier must reimburse the company for any amount paid by the company to the supplier for the returned material and any cost incurred by the company in connection with the delivery or return of the material.
- 1.4 Receipt of or payment for material by the company which does not comply with the purchase order will not constitute a waiver of any of the company's rights nor will it bind the company to accept any future delivery.

2.0 Time

- 2.1 The time for delivery of the material is of the essence
- 2.2 If it ever appears that the time for delivery of the material will not be met, the supplier must immediately notify the company of any anticipated delay, with complete information regarding the cause and the earliest possible delivery date. In such event, the company may (without prejudice to any other rights) terminate all or any part of the purchase order.
- 2.3 If the supplier expects to be delayed in the performance of any of its obligations under the purchase order by reason of:
 - 1.0 an act of God
 - 2.0 a state or nationwide strike; or
 - 3.0 a breach of contract by the companyThe supplier must immediately notify the company of the anticipated delay, with complete information regarding the cause and any expected effect on the time of delivery, whereupon the company and the supplier may agree an extension of time for delivery.
- 2.4 The company may, at any time for any reason it deems sufficient, notify the supplier that it has extended the time for delivery of the material.