



Purchase Order
Terms And Conditions
For
Suppliers

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Table Of Contents

Section	Title	Page
1.0	Acceptance And Agreement	3
2.0	Invoices And Payment	3
3.0	Taxes And Expense	3
4.0	Over Shipments	3
5.0	Warranty	3
6.0	Inspection	3
7.0	Deliver, Packing And Shipment	4
8.0	Indemnification	4
9.0	Non-Disclosure Of Confidential Matter And Publicity	4
10.0	Limitation Of Liability	4
11.0	Choice Of Law	4
12.0	Severability	4
13.0	Assignment	4
14.0	Import / Customs	5
15.0	Rights Of Access	5

1.0 Acceptance And Agreement

This purchase order ("Order") shall be deemed accepted by Seller's commencement of performance, provision of services, shipment of products ("Services" and "Products") or other indication of agreement, whichever occurs first, and shall constitute acceptance of this Order and all of its terms and conditions. These terms and conditions are the exclusive and binding agreement between Cokeva ("Buyer") and the entity to whom this order is addressed, or who performs pursuant to this order ("Seller") relating to the purchase of the products or services ordered.

2.0 Invoices And Payment

Seller will invoice Buyer upon Buyer receipt of the Products or completion of Seller's performance, whichever occurs later. The invoice shall include the following information: Buyer's purchase order number, product model number, description of products, sizes, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. Payment is due net thirty (30) calendar days from the date of Buyer's receipt of Products or services, or as agreed upon net terms

3.0 Taxes And Expense

The price of the Products shipped or Services performed against Buyer Order shall be as indicated on the face of the Order (if applicable), which is expressed in US dollars. The price is inclusive of all of Seller's costs (including labeling, packaging, taxes and duties).

4.0 Over Shipments

Buyer reserves the option to refuse or to return at Seller's expense any shipments of products either in excess of the amount, or in advance of the schedule, stated on the face of this order. Any such shipments which Buyer elects not to take will be held at Seller's risk and expense including reasonable storage and other charges while awaiting Seller's shipping instructions.

5.0 Warranty

Seller warrants that all products delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period of sixty days (60) from the date of delivery or for the period provided in Seller's standard warranty covering the Goods, or/ whichever is agreed upon. If Buyer identifies a warranty problem with the Goods during the warranty period, Buyer will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Seller shall, at Buyer option, either repair or replace such Goods, or credit Buyer's account for the same amount as originally invoiced.

6.0 Inspection

Buyer shall have a reasonable time after receipt of Goods and before payment to inspect them for conformity. Buyer shall have the right to reject nonconforming goods, and Seller will promptly issue a return material authorization ("RMA") to Buyer. Goods will be returned to Seller freight collect and risk of loss will pass to Seller upon Buyer delivery to the common carrier.

7.0 Delivery, Packing And Shipment

Delivery of Goods shall be made pursuant to the applicable purchase order. Buyer may, at its option, decline to accept the Goods and terminate the Agreement in the event Seller fails to deliver the Goods within the time specified. Seller shall package all items in suitable containers to permit safe transportation and handling. Buyer purchase order number must appear on all packing sheets, delivery tickets and bills of lading.

8.0 Indemnification

Seller shall indemnify, hold harmless and fully defend Buyer and all its directors, officers, employees and agents against/ from any claims, demands, liabilities, losses, damages, judgments and settlements, including all reasonable costs and expenses related thereto, including attorney's fees, directly or indirectly, arising out of or in any way connected with the Goods provided under this Agreement, including without limitation, any claim by a third party against Buyer alleging that the Goods, or any other products or processes provided under this Agreement, infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes.

9.0 Non-Disclosure Of Confidential Matter And Publicity

Products and services provided by Seller pursuant to Buyer or/and Buyer customer specifications or drawings shall not be offered or disclosed to others without the Buyer or Buyer customers prior written authorization. The following are confidential information: Specifications, drawing, samples, and other data furnished by the Buyer.

10.0 Limitation Of Liability

In no event shall Buyer be liable to Seller or Seller's assistants or any third party for any incidental, indirect, special or consequential damages arising out of, or in connection with this agreement, whether or not Buyer was advised of the possibility of such damage.

11.0 Choice Of Law

This Agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of California, excluding its conflict of law rules.

12.0 Severability

If any part of this order is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this order will remain in full force.

13.0 Assignment

Buyer may assign this order or any right or obligation there under upon written notice to Seller. Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of Buyer. Any assignment or transfer without such written consent shall be null and void.

14.0 Import / Customs

Seller must comply with all import and custom laws, regulations and administrative determinations of the importing country. Sellers providing Products to and/or Services to support delivery to the U.S., must comply with the security criteria of the U.S. Customs and Border Protection's Customs-Trade Partnership against Terrorism Program.

15.0 Rights Of Access

For material provided to support government contracts, seller will provide access to the buyer, their customer, and authorities to all facilities involved in the order and to all applicable records. Where applicable the seller will flow down to sub-tier suppliers requirements in the purchasing documents, including key characteristics where required.