

ComTec Solutions, LLC.
Purchase Order Terms &
Conditions

1. ACCEPTANCE: This order becomes a contract (a) when a signed acknowledgement is received from the Seller, or (b) when shipment of goods covered by this order is made according to the schedule specified in this purchase order, or (c) when shipment of part of the acknowledgement with respect to delivery of the remainder of goods, within 10 additional days, is received from the Seller. This contract contains the entire agreement of the parties with respect to the goods covered by this order and no change to the price, delivery schedule, or other terms of this order may be made without the express written consent of Buyer.
2. PRICE: The price shall not be higher than that appearing on the face of this order, or, if no price appears on thereon, then no higher than Seller's lowest prevailing price for corresponding goods as of the date of this purchase order.
3. INSPECTION: Buyer reserves the right to reject and to return or hold at the expense and risk of Seller; all goods not delivered at the time specified in this purchase order, or which are not in conformity with the description submitted, and are in excess of the amount ordered. Goods rejected on account of inferior quality or packaging will be returned to Seller with charges for transportation, both ways, plus the cost of inspections, labor reloading, trucking, etc., and those returned goods are not to be replaced except upon receipt of written instruction from us. If the purchase price for the rejected goods was already paid for by Buyer, then Seller shall reimburse Buyer for that amount representing the returned goods.
4. WARRANTY: The Seller expressly warrants that all goods and/or services will conform in all respects to the applicable samples or description given to Buyer and that all goods delivered will be of good quality, material and packaging, and will be merchantable free from defects. This warranty shall survive any inspection, delivery, acceptance or payment by Buyer of the goods or services.
5. PAYMENT: Terms of payment are as previously arranged by Buyer and Seller in writing, or if specified in this order, then as so specified. No charges will be allowed the Seller for packing, breaking, express or cartage unless stated in this order. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer or any set off or counterclaim arising out of this or any other order from Buyer.
6. CANCELLATION: Buyer reserves the right to cancel, at any time and without cause, all or any part of this order which has not been received by Buyer, upon notice to the Seller, In the event of such cancellation, Buyer shall not be liable to the Seller for a loss of anticipatory profits.
7. INDEMNIFICATION: Seller shall indemnify and hold Buyer harmless from any claim, demand or cause or action arising from Seller's performance hereunder.
8. TERMS: Any different terms or conditions in Seller's acknowledgement of this purchase offer will not be binding on Buyer unless explicitly accepted in writing by Buyer. Shipment of goods pursuant to this purchase order shall be deemed to be an acceptance by Seller of the terms and conditions of this purchase order,
9. GOVERNING LAW; VENUE; AND ASSIGNMENT: The contract resulting from the acceptance of this order, or any, shall be governed by and construed according to the internal laws of the State of New York. Seller irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and of the United States District Court for the Western District of New York for purposes of any suit, action or other proceeding arising out of or relating to the contract that results from this purchase order, if any including these terms and conditions, and Seller hereby waives and agrees not to assert by way of motion, as a defense or otherwise, any claim that Seller is not subject to the jurisdiction of the above named courts, that the suit action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that the terms and conditions stated herein or in the contract may not be enforced in or by such courts. This contract is non-assignable by the Seller.