



GULF COAST SHELTER

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TERMS AND CONDITIONS OF PURCHASE ORDER

1. ACCEPTANCE AND TERMS AND CONDITIONS. Seller should accept this order and any amendments thereto by signing the acceptance copy and returning it promptly to Shelter Products, Inc. AN ATTEMPTED ACKNOWLEDGEMENT OF THIS ORDER CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS ORDER IS NOT BINDING UPON BUYER UNLESS SPECIFICALLY ACCEPTED BY BUYER IN WRITING.

2. ENTIRE AGREEMENT. The entire agreement between Buyer and Seller is contained in this purchase order, except such terms as may be specifically incorporated herein by reference. No alleged oral promises or conditions not set forth herein shall be binding upon Buyer or Seller, and any prior negotiations between the parties are merged herein.

3. INSPECTION.

(a) Final acceptance or rejection of the goods shall be made as promptly as practical after delivery to the ultimate destination, except as otherwise provided in this order, but failure to inspect and accept or reject goods or failure to detect defects by inspection, shall neither relieve Seller from responsibility for such goods as are not in accordance with the order requirements nor impose liabilities on Buyer therefore.

(b) If any inspection or test is made on the premises of Seller or its supplier, Seller without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

4. WARRANTIES.

(a) Seller warrants that the goods supplied hereunder shall conform to the specifications set forth on the face of this purchase order and be free from defects, liens and patent infringements.

(b) Seller warrants and represents that all goods sold hereunder or pursuant hereto will be merchantable quality, free from all defects in design, workmanship and materials, and will be fit for the particular purposes for which they are purchased, and that the goods are provided in strict accordance with the specifications samples, drawings, designs or other requirements (including performance specifications) approved or adopted by Buyer.

(c) Any attempt by Seller to limit, disclaim, or restrict any warranties or remedies of Buyer, by acknowledgement or otherwise in accepting or performing this order shall be null, void and ineffective without Buyer's written consent.

5. DEFAULT. Time is of the essence. This order is to be shipped within the shipping period stipulated on the face of this purchase order or as otherwise specified and agreed to by Buyer in writing.

6. INDEMNIFICATION. Seller agrees to hold harmless and indemnify the Buyer from all claims, losses, damages, cost and legal fees arising out of bodily injuries and awards related thereto, including death, and damage to property of the Buyer or its Customer(s), including consequential or incidental damages of any nature whatsoever, resulting from the acts or omissions, including negligence, of Seller, its agents, employees, subcontractors, or any other persons directly, or indirectly employed by them. In connection with damages to property of the Buyer or its Customer(s), the Seller agrees to maintain insurance coverage for property in the Seller's care, custody or control.

7. EXTRA CHARGES. No extra charges of any kind will be allowed for Buyer's account unless specifically agreed to by Buyer in writing.

8. EQUAL EMPLOYMENT OPPORTUNITY. The provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 therein are hereby incorporated by reference, and the Seller represents by acceptance of this purchase order that he will comply with such Executive Order and rules, regulations, and amendments thereto to the extent the same are applicable to the manufacture and sale of goods provided hereunder or the contracting or subcontracting of services or work hereunder.

9. INSOLVENCY. If Seller ceases to conduct its operation in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by the Seller, Buyer may terminate this order without liability.

10. MODIFICATION. This order can be modified or rescinded only by a writing signed by both of the parties, except as otherwise provided herein.

11. SET-OFF. Buyer shall be entitled at all times to set off any amount owing at any time from Seller to Buyer or any of its affiliated companies against any amount payable at any time by Buyer in connection with this order.

12. WAIVER. No waiver of breach of any provision of this purchase order shall be deemed a waiver of any succeeding breach or shall such waiver be deemed to be a modification of the terms hereof.

13. GENERAL. This purchase order shall be governed by the laws of the State of Oregon. The parties hereby agree that any legal proceeding brought to enforce the provisions of this purchase order shall be brought in the appropriate court located in Portland, Oregon. Any provision of this purchase order determined by any tribunal to be unenforceable shall be deleted, and the balance of the purchase order shall be binding on the parties.

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