

York Wallcoverings

Purchase Order Terms and Conditions Review

10/2013

1. Acceptance of this order is required on acknowledgement copy attached. Acknowledgement copy must be signed and returned immediately. No changes are to be made in terms and conditions, quantities, prices and deliveries without Buyers written authorization.
2. Seller expressly warrants that all of the articles, materials machinery, equipment, parts, supplies and work covered by this order will be free from defects of material or workmanship, of good quality, and will conform to the specifications, drawings, samples or other descriptions furnished by the buyer; that where the Seller is informed of the use or purpose to which the article is to be placed. Seller expressly warrants that such articles and materials will be suitable for the use and purposes intended. Buyer will have the right to reject non-conforming items, to reject payment and to return such items to Seller at Seller's risk and expense.
3. Seller shall indemnify and hold Buyer, its agents, consignees, employees and representatives harmless from and against all expenses, damages, claims, suits or liabilities (including attorney fees) of every kind whatsoever by reason of, arising out of, or in any way connected with accidents, occurrences, injuries or losses to or of any person or property which may occur before or after acceptance of items by buyer, upon or in any way due to or resulting from, in whole or in part, the preparation, manufacture, construction, completion and/or delivery of items, including any of those caused by any subcontractor of seller and excluding only those caused by negligence of Buyer, other than where the Buyer's negligence consists of its failure to discover a condition caused or permitted to exist by Seller or any subcontractor. Upon request proof of insurance shall be furnished to Buyer.
4. Seller hereby waives to the full extent permitted by law its lien rights, including mechanics lien rights against the Buyer and the property of each and Seller agrees to promptly satisfy and discharge any claim or lien against the Buyer or the property of Buyer which may arise out of or relate to, this purchase order, or the items supplied pursuant hereto. In the event the Seller shall file any lien, or fail to discharge any claim or lien of third parties within seven (7) days after receiving notice thereof, Buyer may, at any time, and from time to time, require that Seller execute further waivers of liens and claims prior to making payments due hereunder.
5. Seller shall indemnify and hold Buyer harmless from any and all claims of infringement of any patent, copyright or trademark by reason of manufacture, use or sale of items and shall indemnify the Buyer for any costs, expenses, liabilities and damages, including attorney fees, which Buyer may incur by reason of any alleged infringement.

6. Neither Seller nor Buyer shall be liable for delay in performance hereunder to the extent such delay is due directly or indirectly to acts of God or any government agency; war; labor disturbances; or any like or different cause beyond the control of the party whose performance is thereby delayed or prevented; provided that the party claiming the benefit of this clause shall use all diligence to fulfill the obligations assumed hereunder.
7. Buyer may make changes, additions, omissions, or alterations in the items or change packing, destinations, specifications, drawings, designs or postpone the delivery schedule. If a change is made an appropriate adjustment in price or terms shall be made and agreed to in writing. Buyer has the right to cancel this order if it is not fulfilled in a reasonable time or if it is subject to increased prices not acceptable to the buyer.
8. If this purchase order is in connection with a written agreement between the parties, the terms and conditions of such agreement shall govern where inconsistent herewith.
9. Seller warrants that items, and their production or completion shall not violate any federal state or local laws, regulations or orders. Seller certifies that items will be produced in compliance with all applicable requirements of the Fair Labor Standards Act, all amendments thereto, and all applicable requirements of the Occupational Safety and Health act of 1970 and all amendments thereto.
10. The contract represented by this purchase order shall be deemed to specifically incorporate by reference the non-discrimination clauses contained in Section 202 of Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor there under.
11. No term or condition contained in this order or any obligation incurred hereby shall be abridged or rescinded by the matter contained in any acknowledgement by the vendor unless specifically agreed to in writing by the Buyer.
12. For initial purchases of chemical substances , the Seller agrees to promptly forward to Buyer Material Safety Data Sheets that comply with the requirements of OSHA Hazard Communication Standard 29CFR 1910.1200, dated November 25,1983.
13. If the goods provided hereunder are chemical substances or mixtures of chemical substances , the seller warrants and certifies that such chemical substances or all of the component chemical substances comply with the requirements of the Toxic Chemicals Control Act (90 Stat. 2003, 15 USC 2601 et. seq.), including but not limited to , inclusion in inventory of Chemical Substances.
14. Seller warrants that all contracts, prices, designs and technology disclosed by the Buyer to the Seller by virtue of this order shall remain confidential between the parties hereto. Seller agrees

that it will not use all or any part of the confidential information for any purpose other than to enable the Seller to perform its obligations under this order. Seller agrees to indemnify and hold the Buyer harmless from and against all losses and expenses including attorney fees arising directly or indirectly out of any breach by the Seller of its obligations under this paragraph.