



Specialty Distributors

Restaurant Food Equipment & Supplies

Purchase Order Terms and Conditions Summary

1) ACCEPTANCE

- a) **THIS PURCHASE ORDER IS AN OFFER BY THE COMPANY IDENTIFIED ON THE FACE OF THIS PURCHASE ORDER** (the "Buyer") for the purchase of the goods (the "Goods") or services (the "Services") specified, from the party to whom the purchase order is addressed (the "Seller") in accordance with and subject to these terms and conditions (the "Terms"; together with the terms and conditions on the face of the purchase order, the "Order"). This Order constitutes the sole and entire agreement of the parties with respect to the Order and supersedes both written and oral, with respect to the subject matter of the Order.

2) CHANGE ORDER

- a) Buyer may, from time to time, initiate changes by issuing to Seller written notices (each, a "Change Order") that alter, add to, or deduct from the Goods or Services, but that are otherwise subject to the Terms of this Order. Seller will promptly comply with the terms of any Change Order. No Change Order shall be honored by the Seller if (a) all or part of the Goods requested to change have already begun transport to Buyer via shipping agency (b) if Buyer has received part or all of the Goods requested to change. Change Order may be honored if any fees incurred by the Change Order are at the Buyer's expense. Any Change Order must reflect all pricing of Goods and applicable fees, shipping and otherwise, as the Seller requires.

3) SHIPPING AND DELIVERY

- a) Seller is a distributor and not a manufacturer; factory shipping dates given in advance of actual shipment are approximate and not guaranteed.
- b) Rejected Goods may be returned to Seller or held by Buyer. Any rejection upon delivery of Goods that is judged by (i) the shipping carrier (ii) Seller (iii) manufacturer as (a) unharmed (b) undamaged (c) no manufacturing flaws; any fees that incur by said rejection upon delivery of Goods will be at Buyer's expense; whether the Goods are held by Buyer or returned to Seller, Goods manufacturer, or Goods supplier.
- c) Any Goods that are rejected due to damage incurred by shipping (exclusive to the shipping agreed upon between Buyer and Seller per Purchase Order for the Buyer to receive Goods), due to (c) manufacturing flaws or (d) damage incurred during shipping, will not be held at the Seller's expense. The statements within the latest **Specialty Distributors - Freight Policy** (available on request) will be followed and are considered fully agreed to, upon signing this policy.
- d) The above or the following statements shall not supersede any regulations by any shipping agency used for the delivery of any Goods.

4) PRICE AND TAXATION

- a) Buyer agrees to pay **the PRICES QUOTED BY SELLER**, and is responsible for **ADDITIONAL APPLICABLE SHIPPING AND HANDLING CHARGES, TAXES AND DUTIES**.
- b) Unless specified otherwise on the face of the Order, the prices are exclusive of, and Buyer shall be solely responsible for and pay, all federal, state, and local taxes, including, but not limited to, value added tax, goods and services tax, sales, use or consumption tax. Seller will seek all available taxes as Federal, State, and Local municipalities may require. No sales or use tax shall be added when a valid tax exemption is indicated on the face of this Order by the Buyer.
- c) The manufacturer may govern for when a tax exemption or resell certificate is applicable or honored.

5) PAYMENT

- a) **PAYMENT TERMS ARE (30) DAYS NET FROM THE INVOICE DATE** or upon such other terms approved by Seller in writing. Retainage shall not apply, and Buyer shall not hold back any retainage from Seller, even if retainage is part of any contract between Buyer and any other party. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. **CREDIT CARD SALES ARE BILLED AT THE TIME OF PURCHASE AND MAY BE SUBJECT TO A 3% PROCESSING FEE**. Buyer expressly represents it is solvent at the time it places any purchase order with Seller. Seller, in its sole discretion, may determine that Buyer's financial condition requires full or partial payment prior to manufacture or shipment. Seller may obtain and use your credit history for credit evaluation purposes. Seller may contact references provided by Buyer for credit evaluation. Seller may apply payments to any outstanding invoices unless Buyer provides specific payment direction concerning any outstanding invoices. Such direction must be made in writing.
- b) Seller retains the right to restrict Purchase Order payment methods and shall notify Buyer in the event that the initial restriction, or the initial uplifting of a restriction, for individual Purchase Orders.

6) RETURN OF GOODS AND PURCHASE ORDER CANCELLATION

- a) **SELLER SHALL ACCEPT RETURNS OF NORMAL STOCK GOODS FOR A PERIOD OF TEN (10) DAYS FOLLOWING SHIPMENT** for exchange or refund of the purchase price; provided, that Goods must be in their original cartons, unopened and unused AND are subject to appropriate restocking/cancellation fees and any applicable shipping fees. Restocking fees shall not exceed 25% of price of Goods.

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7) NOTICES

- a) Seller reserves the right to change or alter any Policy or Procedure without notification to Buyer, but with no intent of malice to Buyer. In the event a Seller's Policy or Procedure changes in a way which affects any current Purchase Order or transaction with Buyer, Buyer may notify Seller and Seller may notify Buyer in the event of this knowledge obtained. Remedy may be made by Seller at Seller's discretion.
- b) Seller will alert Buyer to any changes to this Agreement to provided email or mailing address. Changes to Agreement or latest agreement will be considered valid additions or permutations of this Agreement without signature or receipt of notification by Buyer. The most recent full Agreement will be available to Buyer upon request.

8) DELAYS

- a) Seller shall have no liability if its performance is delayed or prevented by causes beyond its reasonable control, including, without limitation, acts of nature, labor disputes, government priorities, transportation delays, insolvency or other inability to perform by Seller's Vendor, or any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay. Should shipments be held or stored beyond the delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.

9) QUOTATIONS

- a) All quotations expire thirty (30) days from the date of the quotation unless otherwise noted on the quotation or unless the manufacturer has a price increase within said timeframe. This time limit applies even if Buyer uses the quotation to submit a job or project bid to any other party.
- b) All provided quotations must be in writing or digitally typed. Verbal quotations are subject to review and if they do not match with our records, they are null & void and Specialty Distributors will not be held liable for any differences between the said quote and the correct quoted amount.

Signature of Authorized Person: _____ Date: _____

Printed Name: _____ Title: _____