

Enoch Manufacturing Company: Purchase Order Terms and Conditions

Version 060910

Enoch Manufacturing Company (“Enoch”) and you agree that the following terms (“Terms”) will control the purchase and sale of the materials covered by this purchase order (the “Materials”). Delivery or attempted delivery of the Materials constitutes your acceptance of these Terms. These Terms will fully supersede and replace any oral or written agreement covering the purchase or sale of the Materials, and any such agreement will have no applicability to the purchase or sale of the Materials. You will bear the risk of loss at all times for any rejected Materials and materials-in-transit to the FOB point. The price stated on this purchase order includes all packaging, taxes, licenses, shipping charges and fees applicable to the sale of the Materials, and you will be solely responsible for all such expenses. You warrant that the Materials will (i) conform to all specifications provided by Enoch and all applicable standards (including, without limitation, government and trade standards); (ii) be free from latent or patent defects in material, workmanship or design; (iii) be merchantable and appropriate for their intended use; (iv) be fit for their particular purpose; and (v) not violate the intellectual property rights of any third party. You further warrant that you will transfer to Enoch marketable title to the Materials, free of any third party claims. All warranties will survive and not be effected by any inspections, tests, acceptance or use of the Materials. Enoch will have 30 days following receipt of the Materials to inspect them. If within this time period Enoch finds that the Materials (either in whole or in part) do not conform to the specifications set forth in this purchase order or do not otherwise comply with the warranties set forth herein, Enoch may reject either the entire shipment of Materials or, if feasible, individual nonconforming units of the Materials within the shipment, by providing written notice of rejection within such time period. In addition to the above, if Enoch or Enoch’s customer determine that the Materials you delivered did not meet the specifications in our purchase order and/or certified by you, or are otherwise in violation of any of the above warranties, then in addition to any other rights and remedies of Enoch, you will be liable for the damages or other amounts paid by Enoch to Enoch’s customer caused by the Materials’ failure to meet required specifications and/or comply with the above warranties. **ENOCH’S ENTIRE LIABILITY UNDER THIS PURCHASE ORDER SHALL BE LIMITED TO THE PURCHASE PRICE FOR THE MATERIALS. ENOCH SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES UNDER ANY CIRCUMSTANCES, IF THE CAUSE OF THE CLAIM WAS THE MATERIAL YOU DELIVERED NOT MEETING CONTRACTED SPECIFICATIONS AGREED TO BY YOU IN ACCEPTING THIS PURCHASE ORDER.** This purchase order and these Terms are governed by the laws of the State of Oregon. If you breach this purchase order or these Terms, Enoch shall be entitled to pursue all rights and remedies available under applicable law. Any waiver of rights must be in a writing signed by the party waiving its rights.

You agree to purchase and maintain Workers Compensation, Commercial General Liability and Vendor’s Broad Form insurance with limits not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate naming Enoch its employees, officials and agents as additional insured’s with respect to work or services performed under this agreement.