



## THE RESOURCE CENTER (TRC)

### PURCHASE AGREEMENT/ORDER TERMS AND CONDITIONS

**ACCEPTANCE:** This Purchase Agreement/Order constitutes a contract between TRC (hereinafter “Buyer”) to purchase and Seller to sell the goods designated on the face of this Purchase Order, and has been accepted by Seller on the exact terms and conditions set forth herein, and may not be changed in any respect without Buyer’s written consent.

**1. MULTIPLE ITEMS/MULTIPLE DELIVERY DATES:** If an order of Buyer specifies more than one item or multiple delivery dates, Seller’s obligation with respect to each item and delivery date shall be separate and distinct. If the Seller is unable to ship one or more items at the agreed upon delivery date or with the required expiry date (if applicable) the Seller must reach out to the Buyer to determine the course of action prior to shipping any items on the Purchase Order. Buyer may, by written request require Seller to deliver such goods at a mutually agreed upon revised delivery date to be honored by the Seller. When Seller’s failure to make delivery of any item or meet any delivery date shall cause Buyer’s customer’s United States Government Contract or commercial order to be terminated, in which case Buyer may cancel the balance of this agreement.

**2. LATE/MISSED DELIVERY CAUSING ADDITIONAL OUTSOURCING:** Should delivery not take place, or it becomes reasonably apparent that delivery is not likely to occur, on the agreed upon date(s), Buyer may require adequate assurances in writing from the Seller that delivery is forthcoming within a period of time acceptable to the buyer, or Buyer may cancel the purchase of the goods listed on the purchase order without incurring any liability. In the event that Buyer elects to cancel the Purchase Order, Seller shall be responsible to pay Buyer for any increase in cost which Buyer may incur in the event that Buyer is able to procure the goods from another source. Seller shall be responsible to pay Buyer for any additional costs and/or expenses which it may incur as a result of Seller’s delinquency.

**3. OVER-SHIPMENT OF GOODS:** Buyer shall not be responsible to accept any over-shipment of goods. In the event that Buyer rejects any over-shipment, such over-shipment shall be returned to Seller at Seller’s expense.

**4. PACKAGING, PACKING SLIPS AND LABELING:** All goods included in this Purchase Order are to be packed in accordance with good commercial practice. All shipments must contain: packing slips enumerating part number, description of material, quantity, expiration date (if applicable), and Purchase Order number. Buyer’s Purchase Order number shall appear conspicuously on the outside of each package.

**5. DELIVERY AND TRANSPORT:** Shipment of the goods designated on this Purchase Order shall conform to the shipping instructions as provided by the Buyer. In the absence of these instructions, Seller shall conform to commercially reasonable standards of transportation established by the industry which manufacture this type of goods. All risk of loss shall pass to the Buyer when Buyer has taken possession of the goods (at either origin or destination, as specified) except that any damage to the goods during preparation and loading the goods onto the truck will be the responsibility of the Seller.

**6. WARRANTY:** Seller shall maintain an inspection and process-control system acceptable to Buyer. Seller warrants that all materials covered by this Purchase Order will be in strict accordance with the specifications, drawings and other descriptions furnished by Buyer, and free from defects in material and workmanship.

**7. INSPECTION:** All goods produced and delivered pursuant to this Purchase Order are subject to the Buyer's final inspection and acceptance at the time Buyer removes the goods from stock for use. Any goods found to be non-conforming at the time they are removed from stock by use of the Buyer may be returned to Seller at Seller's expense for repair, replacement or credit at Buyer's sole option.

**8. GOVERNMENT SOURCE INSPECTION:** In the event that this Purchase Order is in support of a United States Government prime contract and subject to Government Source Inspection (GSI) with regard to the goods being purchased, delivery shall not be made until after government approval for goods has been received. If Seller should fail this inspection and additional testing is attributable to Seller, Seller shall be responsible to reimburse Buyer for any costs incurred by the Buyer and owed to the United States Government at Seller's expense for such retests and/or prime contract delivery schedule extensions.

**9. NON-DISCLOSURE:** Seller shall maintain confidentiality and not disclose any information, whatsoever regarding the contents of the Purchase Order except to those persons with a need to know within the Seller's organization in order to prevent the unauthorized use, disclosure, dissemination, or publication of confidential/competitive market information, an example being the Buyer's product specifications.

**10. BERRY AMENDMENT & TRADE AGREEMENT ACT COMPLIANCE:** The Seller understands and will comply with the Defense Federal Acquisition Regulation Supplemental Regulations (DFARS) with regard to the Buy American Act and the Berry Amendment which applies to both textile end items and components, as well as any and all subcontracted components. The Trade Agreement Act (TAA) typically applies to the required purchase of medical components as used by first aid kits for the U.S. Military. Seller may be required to supply the Berry Compliant Statement and Safety Data Sheets. A complete listing of applicable FAR and DFAR provisions can be accessed: <http://resourcecenter.org/purchase-order-terms/>. Acceptance of this Purchase Order confirms agreement with all Federal, State, County and Municipal Laws as applicable.

**CHANGES AND MODIFICATIONS:** This Purchase Order may not be modified orally. No claimed modification of its provisions shall be valid unless in writing signed by Buyer and Seller.