



a division of **SAMUEL**

MAILING:
P.O. Box 26945
Tucson, Arizona 85726

2275 East Ganley Road
Tucson, Arizona 85706

t 520.294.3126
f 520.294.8180

www.caid.com

CAID Industries a Division of Samuel, Son & Co. (USA) Inc.

General Terms and Conditions

All Purchase Orders

- CONTRACT TERMS** – Unless otherwise agreed to in writing by CAID Industries a Division of Samuel, Son & Co. (USA) Inc. (CAID), the following terms and conditions apply to all CAID purchase orders for goods or services (products), in addition to any terms set forth on the face of, or attached to or incorporated by reference into, an individual purchase order. CAID objects to any different, additional or conflicting terms proposed by Seller in any communication between the parties or otherwise (including on any of Seller's invoices, acknowledgements, other forms or website), all of which shall be deemed material alterations of the order, unless CAID expressly agrees in writing to such terms. If there is any conflict between these terms and the terms of Seller's forms or website, these terms shall prevail.
- CHANGES** – No change or other modification to the order shall be binding upon CAID unless accepted in writing by CAID.
- WARRANTY** - In addition to its standard warranties, Seller warrants to CAID that each product furnished hereunder and any component part thereof will be: (a) in conformity with the specifications in all respects and, if a non-custom product, fit for the purpose intended; (b) new (unless otherwise specified) and of good quality; (c) free from faulty workmanship, material, or design; and (d) free and clear of all liens, claims, security interests or other encumbrances of any kind, with Seller having good and marketable title thereto. Services furnished hereunder shall be performed in a professional and workmanlike manner. Warranties shall not be deemed waived by reason of CAID's inspection or acceptance of any product or component part or by payment for them.
- INSPECTION / ACCEPTANCE** - Seller grants to CAID the right to visit the facilities of Seller or its subcontractors or suppliers to inspect material or determine progress of manufacture or shipment. CAID's acceptance shall not be deemed to occur until all products on the order have been received and/or installed and approved by CAID as conforming to the order. If any part of the products received are not in accord with CAID's specifications, CAID shall have the right to cancel any unshipped portion of the order, with no further financial obligation on such cancelled product(s).
- DELIVERY** - Time is of the essence in the fulfillment of this Order. The specific quantity ordered must be delivered in full, unless partial deliveries are authorized, and must not be changed without CAID's written consent. CAID reserves the right to reject or cancel all or any part of the order, delivered or undelivered, if Seller does not make deliveries as specific or scheduled. Any unauthorized quantity is subject to return at Seller's expense.
- NO ASSIGNMENT OF ORDER** - Except for any payment due hereunder, the order may not be assigned, transferred or subcontracted by Seller, in whole or in part, without the written approval of CAID.
- TERMINATION FOR CAUSE** - CAID may terminate the order in whole or in part for cause without liability to Seller by written notice to Seller if Seller defaults, fails to comply with the terms and conditions of the order, or makes an assignment for the benefit of creditors or becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency or the relief of debtors.
- TERMINATION FOR CONVENIENCE** - CAID may terminate the order in whole or in part for its convenience by written notice to Seller. In the event of such termination, Seller may claim its reasonable costs incurred prior to the effective date of termination. Completed work or raw material included in Seller's cost shall be held for disposition in accordance with CAID's instructions.
- INDEMNITY** - Seller agrees to indemnify and hold harmless CAID and its agents and employees from and against any judgment, liability, loss, damage or expense, and to assume at Seller's own expense the defense of any claim or action brought by any person: (a) for injury to or death of persons or damage to property caused by or arising out of or in connection with products provided by Seller under the order, except to the extent caused by the negligence of CAID; (b) for alleged infringement of patents, copyrights, trademarks, trade secrets or other intellectual property rights by reason of the possession, use or sale of any goods furnished hereunder by Seller, or by reason of the performance of any services hereunder by Seller; and (c) for failure to comply with the requirements of the section hereof entitled **COMPLIANCE WITH LAW**. Seller waives any right to assert workers' compensation immunity against CAID under the foregoing.
- WAIVER** - The Buyer's failure to insist upon strict compliance shall not be deemed to be a waiver of any right granted Buyer herein. Buyer shall not be deemed to waive any such right unless such waiver is in writing signed by the Buyer's Authorized Representative; such waiver shall not constitute a waiver of any other default under this Order.

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11. **FINAL PAYMENT** - Acceptance by Seller of the final payment on the contract price shall be and shall operate as a release of CAID from all claims of Seller arising out of or in connection with the order. Unless authorized by CAID in writing, CAID will not pay interest or carrying charges.
12. **LEASED OR CONSIGNED PRODUCTS** - CAID is not responsible for lost or damaged products leased or consigned to CAID unless the loss or damage is occasioned by CAID's own negligence.
13. **INDEPENDENT CONTRACTOR** - Seller agrees that any services shall be performed by Seller, its employees, agents, suppliers or subcontractors, as independent contractors, and not as employees of CAID, and that such persons doing work shall not be considered or represent themselves as employees or agents of CAID.
14. **RELATIONSHIP OF PARTIES** - The Seller and Buyer are Independent Contractors. Nothing in this purchase order shall be deemed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Neither party shall have the power or authority to bind or obligate the other party.
15. **PROPRIETARY RIGHTS** - If the products to be supplied hereunder have been provided or designed in accordance with specifications furnished or originated by CAID, any data, report, know-how, physical or intellectual property or other material prepared or produced in connection therewith (deliverables) shall be "works made for hire" by Seller for CAID, and all title to all rights in and to such deliverables shall vest in CAID. To the extent the deliverables are not works made for hire, Seller hereby assigns any and all rights in such deliverables to CAID. Deliverables shall not be reproduced or disclosed to third parties except with the written consent of CAID. All drawings, photographs, data and other written material or information supplied in connection therewith shall at all times remain the property of CAID and be returned promptly upon request.
16. **COMPLIANCE WITH LAW** - Goods supplied or services rendered by Seller under the order shall comply with the Occupational Safety and Health Act and the standards promulgated thereunder, if applicable, as well as with all other applicable Federal, State, and local laws and regulations, including safety laws of the state where the goods supplied hereunder are to be shipped, laws relating to hazardous or regulated materials (with Seller having sole responsibility for packaging, labeling and shipping of such materials, including notifying carriers and other handlers of any risks inherent in shipments of such materials), and laws relating to export control (with Seller agreeing to label any export controlled product with specific information about the export controls applicable to the product). Seller shall provide at the time of delivery all required notices and information, including without limitation all Material Safety Data Sheets ("MSDS") in approved form. Seller agrees to maintain such information current and shall provide Buyer with any amended, altered or revised information on a timely basis. When this Order or the specifications referred to herein, requires documentation or certification, this requirement is a material requirement of this Order; Seller's failure to provide such information prior to or at the time of delivery may result in withholding of payment until such is provided.
17. **GOVERNING LAW AND VENUE** - This purchase order shall be governed by the laws of the State of Arizona, U.S.A., without giving effect to conflicts of law principles. Seller and Buyer consent to the exclusive jurisdiction of, and venue in, the state and federal courts within Pima County, Arizona, U.S.A.
18. **PACKAGING** - CAID's purchase order number must appear on the outside of each package and all packing slips and invoices. A packing slip must be included with each shipment. When applicable, material test reports must be included with each shipment. Failure to include material test reports may result in delayed payments.
19. **EXTRA CHANGES/FREIGHT CHARGES** - No charges of any kind including, but not limited to, charges for shipping, handling, packaging or insurance will be allowed unless specified by CAID. Unless otherwise stipulated on the face of the Order or as modified by routing letter from Buyer's Purchasing Agent, goods covered by this Order shall be shipped "FOB destination". All shipments on which freight charges are due, will be set up by Seller as Prepaid and Add, Seller will prepay the freight charges and add them to the invoice. Collect (i.e., COD) shipments cannot be accepted unless specified in writing by Buyer.
20. **RISK OF LOSS; TITLE** - Until the actual receipt of the products by CAID, Seller shall bear any and all risk of loss or damage relating to the products. Seller shall be fully responsible for the safe storage, warehousing, security, receipt, delivery, unloading, protection and insurance of the products. Title to the products shall pass to CAID upon actual receipt of the products by CAID.
21. **INSURANCE** - CAID self-insures goods upon title of goods being transferred to CAID. If Seller provides insurance to protect the merchandise until the actual receipt by CAID (e.g., terms of F.O.B Destination), Seller shall bear the expense of this insurance. Additionally, if Seller is providing services on CAID's premises, Seller must provide CAID with evidence of sufficient workers' compensation, employer's liability, commercial general liability and professional liability insurance in advance of providing the services.
22. **PAYMENT DISCOUNTS** - Time, in connection with discounts offered, will be computed from the date of delivery, or date of receipt of correct invoice, whichever is later.
23. **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 affiliates against any amount payable at any time by Buyer in connection with this Order.

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24. **SALES TAX** - CAID is located in a state that provides a sales tax exemption for goods purchased and used in the manufacturing process. In most cases, it is the shipping destination that determines taxability. Upon request, CAID will provide the Seller with a Sales Tax Exemption Certificate. Sellers are required to bill CAID for sales tax in those shipping destinations that are not exempt and to pay this to the appropriate taxing authorities in a timely manner.
25. **ADVERTISING** - Seller shall not, without the prior written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the Deliverables under this purchase order.

REVISION TABLE

Rev-Level	Revision Date	Description	Change by:	Approved by:
0	06/18/2018	Initial Release to CAID Policy Index	B Chase	R Vedron
1	07/27/2018	Updated Letterhead to CAID / Samuel and added Revision Table	B Chase	R Vedron
2	02/02/2022	Updated to Amalgamated Entity CAID as a Division of Samuel and added Revision Table	R. Hutchison	R. Vedron