

JESSE ENGINEERING COMPANY PURCHASE ORDER Terms And Conditions

1. A Jesse Engineering Co. Purchase Order constitutes an offer of contract for sale, which offer is expressly intended to survive any and all counteroffers to the extent inconsistent with the terms herein; all counteroffers, to the extent of their inconsistency aforesaid, are necessarily and so hereby are rejected in advance. The foregoing notwithstanding, this offer is revocable by Jesse Engineering Company, its successors or assigns (hereinafter "Jesse Engineering Company") by mailing notice thereto first class mail, postage pre-paid, to the addressee of this Purchase Order (hereinafter "Seller") at its address as last known to Jesse Engineering Company. This offer of contract for sale may be accepted in any manner and by any medium reasonable in the circumstances which may include, but is not limited to: (a) if the face hereof provides for prompt or current shipment, then a prompt promise to ship or by the prompt or current shipment of goods; (b) the beginning of any performance requested in this Purchase Order; and(c) a definite and reasonable expression of acceptance or a written confirmation by Seller which is sent within a reasonable time after the date of this Purchase Order.
2. Time of delivery is of the essence; delivery of the goods ordered herein shall occur on or before the required delivery date shown on the face hereof, or on or before the best delivery date shown on the face hereof, if such date is acceptable to Jesse Engineering Company. Seller shall be responsible for damages incurred by Jesse Engineering Company or the intended ultimate purchaser or users of the goods ordered hereby, proximately caused by any delay of Seller beyond the delivery date applicable hereto.
3. All warranties of Seller, whether individually or by law created, are incorporated herein by reference, and shall include, and are hereby supplemented by the following express warranties by Seller: (a) the goods ordered will comply with the specifications attached hereto and made a part hereof; (b) the goods shall be fit for the purpose intended by Jesse Engineering Company; and (c) the manufacture or sale by Seller and the resale, installation and intended use of the goods ordered will not infringe upon or violate the rights of any person, corporation or partnership arising out of any United States patent now in effect, or the subject of a pending application or out of any license or franchise other than one of which Jesse Engineering Company may be a party; and with respect to this warranty, (d) Seller shall indemnify Jesse Engineering Co. and hold it harmless from and against all liability, loss, damage and expense, including reasonable counsel fees, resulting from any actual or claimed trademark or patent infringements, or any litigation based thereon, with respect to any part of the goods ordered herein, and such obligation shall survive acceptance of the goods and payment thereof.
4. Seller, as part of its performance hereunder, shall, on or before delivery of the goods, supply all catalog cuts, certified prints, characteristic curves, part lists, certification of compliance, actual chemical and physical test reports, and services manuals relating to the goods, The failure by Seller to deliver the foregoing as required shall constitute a basis for non-payment of the price of the goods unless and until delivery of all of the foregoing, If the delay in delivery of the foregoing results in any extra costs, or damage, to Jesse Engineering Company, Seller shall be fully liable thereof.
5. The period of effectiveness of Seller's guarantees and warranties shall commence upon the date of acceptance by the ultimate purchaser of the installed goods (which date shall be duly disclosed by Jesse Engineering Company to Seller) and shall be in effect for a period of not less than one year.
6. In order to expedite the transaction contemplated herein, Jesse Engineering Co. reserves the right herein, or within a reasonable time hereafter, to specify the shipping means and route of shipment from the manufacturer of the goods, to the location Jesse Engineering Company directs.
7. Jesse Engineering Company. reserves the right to refuse any goods not conforming to the specifications and warranties herein contained or incorporated by reference. Acceptance of any part of the order shall not bind Jesse Engineering Company to accept further shipments, nor deprive it of the right to return goods already accepted. .
8. Delivery shall not be deemed to be complete until the goods have been actually received by Jesse Engineering Company, or at the destination it directs, notwithstanding: any agreement to pay freight, express or other transportation charges, and the risk of loss or damage in transit shall be upon Seller.
9. Purchaser (Jesse Engineering Company, JEC Customers and Regulatory Agencies) shall have the right to verify the quality of work, records and materials both in Seller's plant before shipment and after arrival at shipping destination. If Seller employs the services of any sub-contractor or agent, Seller shall upon request by Purchaser furnish the name and address of such sub-contractor and arrange for inspection by Purchaser. Purchaser may reject any and all articles and materials not conforming to specifications, drawings, samples or descriptions. Any rejected articles or materials held by Purchaser pending Seller's disposition will be at Seller's risk.