

## **Purchase Order Terms & Conditions.**

**1. Delivery.** Buyer relies on the Seller identified on the face hereof to comply with the delivery schedule stated on this Purchase Order. Upon Seller's failure to comply with that schedule, Buyer may cancel this Purchase Order, in whole or in part, without liability. Seller shall immediately notify Buyer of any anticipated delay and the cause of the subject delay.

**2. Inspection.** Products and/or services purchased on this Purchase Order shall conform to all Seller's representations and Buyer shall have a reasonable time, not less than thirty (30) days, after receipt of the products or completion of the services that are the subject of this Purchase Order (Products/Services), to inspect the Products or approve the Services. At its election, Buyer may cancel the Purchase Order, reject nonconforming Products and/or Services and require immediate replacement or correction to defective workmanship by Seller, or keep them, and in addition to other available remedies, deduct a reasonable amount from the price. Buyer's payment does not constitute acceptance of the Products or Services. Buyer's inspection, waiver of inspection, and acceptance of Products and/or Services shall not relieve Seller of its obligations with respect to the Products and/or Services.

**3. Warranty.** Seller warrants that all Products and/or services shall conform to Seller's representations and be free from defects in design, workmanship, material, and manufacture for a period of one (1) year from delivery to Buyer or other period specified in the Purchase Order. This warranty is in addition to any other warranties, express or implied, and will survive delivery, inspection, acceptance, and payment by the Buyer.

**4. Changes.** This Purchase Order shall not be modified, rescinded, canceled, or waived in whole or part without a written change order signed by Buyer. By written notice, Buyer may cancel the entire Purchase Order, or change specific items, quantities, or delivery requirements. If such a change increases the cost or time required for Seller's performance, an equitable adjustment will be made in the price or other terms of this Purchase Order if requested by Seller prior to change implementation. If Seller lowers the price of any item specified on the Purchase Order prior to the item being delivered to Buyer, Seller will modify the price to the Buyer and incorporate the lower price on the current and subsequent invoices.

**5. Shipping.** All items are to be suitably prepared and packed for shipping and shall be shipped in accordance with the specific routing instructions provided with the Purchase Order. All packages, packing slips, and invoices shall be plainly marked with the Buyer's Purchase Order number. All invoices shall be sent to:

1199SEIU National Benefit Fund  
P. O. Box 840  
New York, NY 10108

**6. Payment terms and conditions.** Unless the Purchase Order states otherwise, the Buyer shall make payment to the Seller for the Products and/or Services within 30 days after receipt of a valid invoice from Seller or within 30 days after receipt of the Products and/or Services, whichever is later

**7. Force Majeure.** A failure by either party to perform due to causes beyond the control of and without the fault or negligence of such party is deemed excusable during the period in which cause of failure continues. Such causes may include acts of God, acts of government, fire, flood, strike, war, terrorism, and freight embargo. When Seller becomes aware of any actual or potential force majeure condition, Seller shall immediately notify Buyer of the condition and the expected

time required to rectify the condition. Buyer may cancel this Purchase Order, in whole or in part, in the event that a force majeure event lasts longer than thirty (30) days.

**8. Insurance.** Prior to Seller performing any Services on Buyer's premises, Seller shall procure and maintain general liability and worker's compensation insurance coverage (if applicable), as well as any applicable insurance and provide Buyer with a certificate evidencing such insurance coverage, upon request.

**9. State License or Certification.** Seller must possess the appropriate credentials and certificates for itself and any Seller employee, if applicable, prior to the performance of any Services on Buyer's premises and must provide Buyer with a current copy thereof, if requested.

**10. Independent Contractor Relationship.** Seller acknowledges and represents that the Services rendered under the Purchase Order shall be solely as an independent contractor and will not be construed to create any employment relationship, partnership, joint venture, or agency relationship between the parties or to authorize either party to enter into any commitment or agreement binding on the other. Under no circumstance shall Seller's employees be construed as Buyer's employees. All of Seller's employees providing Services under the Purchase Order shall be subject to the direction, supervision, and control of Seller. Seller shall be solely responsible for: (a) payment of all compensation to its employees; (b) withholding any and all appropriate taxes with respect to its employees; and (c) complying with any applicable employment laws and ordinances including, but not limited to, workers compensation, unemployment insurance, and wage and hour laws.

**11. Assignment.** No right or obligation under this Purchase Order may be assigned by Seller without the prior written consent of the Buyer.

**12. Governing Law.** This Agreement shall be governed by the laws of the State of New York and any dispute will be resolved in New York City.

**13. Buyer's Trustee, Employees and Directors.** The execution of this Agreement shall impose no personal liability on the individual trustees, directors, and employees of the Buyer and in the event of breach, non-performance or other default, Seller agrees not to seek personal judgment against any past, present or future trustee, director, or employee of the Buyer, their heirs, executors or administrators, but to look only to the assets of the Buyer for satisfaction of any claim it may have against the Buyer.

**14. Entire Agreement.** If this Purchase Order is a by-product of a Master Agreement between the parties, then the terms of the Master Agreement will govern in the event of any conflict in terms. If there is no Master Agreement, then this document contains the complete agreement between the parties with respect to its subject matter.