TAI ENGINEERS • MANAGERS • TECHNICAL SERVICES

Tourgee & Associates, Inc.
600 Red Brook Blvd
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MATERIAL PURCHASE ORDER

TERMS & CONDITIONS

SHIPPING:
Purchaser reserves the right to route all shipments. Delays in shipment shall be reported immediately by Seller to Purchaser. All packages and related documents shall reference the Purchaser's PO number and (if applicable) seller's serial number.

CONFLICTING LANGUAGE:
If there is any conflicting language in the PO or referenced documents, these Terms and Conditions shall govern.

OFFER & ACCEPTANCE:
The Purchase Order and these Terms and Conditions constitute the entire Agreement between the Purchaser and the Seller. The terms herein are incorporated by reference into any and all purchase orders that reference these Terms and Conditions and the terms shall be binding upon the parties.

The Purchase Order constitutes the Purchaser's offer and may be accepted by Seller **only** in accordance with the terms hereof.

No modification, addition, or alteration of the terms of this Agreement shall be valid or binding unless expressly agreed to in writing and signed by both parties. Any additional or differing terms proposed by either party, whether included in correspondence, purchase orders, acknowledgments, or otherwise, are expressly prohibited, rejected, and shall be of no consequence or effect on this Agreement. Seller may accept Purchaser's offer either by signing the Purchase Order or by any other action that unequivocally demonstrates acceptance, including, but not limited to, commencing performance, delivering the goods or accepting/processing payment.

RIGHT OF INSPECTION:
Material and equipment supplied by Seller shall be received subject to Purchaser's inspection and approval within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at Seller's expense. No material or equipment returned to Seller as defective shall be replaced except upon Purchaser's formal authorization.

CHEMICAL SUBSTANCE IDENTIFICATION:
By acceptance of this Purchase Order, Seller certifies that any chemical substance(s) furnished pursuant to this Order has been properly labeled, and that proper information on the substance(s), e.g., material safety data sheets, have been provided to Purchaser, pursuant to all federal, state or local laws and regulations.

WARRANTY:
Seller shall repair, replace, or otherwise cure, at its own expense, FOB the project site, all defects in the Material or defaults under manufacturer warranties which shall appear during the warranty period by furnishing, where applicable, materials, parts, labor, equipment, supplies, removal, reinstallation and supervision. Warranty period shall be for one (1) year from first commercial use of the material or duration of manufacturer's warranty, whichever is greater. Warranty shall pass through to owner.

INVOICES AND PAYMENT TERMS:
This is a firm fixed price order, unless otherwise specified on this Purchase Order. Seller may not fill this order at a higher price than last quoted, without written consent from the Purchaser. Invoices will only be paid upon proof of delivery. Prior to additional costs being incurred, the Seller must receive written approval from Purchaser for all changes in Purchase Order to receive payment. Invoice(s) shall separate material and freight, if applicable. Send invoices to the "Bill To" address shown in the Purchase Order. Payment shall be sent within 60 days after receipt of the invoice.

SUPPLIER CODE OF CONDUCT:
By accepting this purchase order, the Supplier, Vendor, or Seller hereby acknowledges and agrees to comply with TAI's Supplier Code of Conduct, as may be amended from time to time, and which is accessible at the following URL: https://www.taiengineering.com/wp-content/uploads/2025/03/Supplier-Code-of-Conduct.pdf