

General Shale Purchase Order Terms And Conditions

- 1. Substitutions:** Substitutions or price increases will not be accepted without prior written approval of General Shale. Supplier will furnish the items specified in full accordance with these conditions, any conditions printed on the purchase order, and any other attachment made a part of the order.
- 2. Shipping Documents And Invoice:** Purchase order number must appear on all shipping and invoice documents including packing lists, invoices, containers, and correspondence.
- 3. Correspondence:** All correspondence pertaining to this order must be faxed to the General Shale Contact identified on the Purchase Order.
- 4. Variation In Quantities:** Unless otherwise specified, any variation in the quantities requested on the Purchase Order will not be accepted.
- 5. Fob Point:** All shipments are to be FOB Deliver To listed on the purchase order unless noted otherwise.
- 6. Packing List:** A detailed packing list showing the purchase order number must accompany all shipments.
- 7. Loss or Damage In Transit:** When shipping, delivery by supplier to a common carrier does not constitute delivery to General Shale. Any claim for loss or damage incurred during delivery shall be between the supplier and the carrier. General Shale accepts title only after receipt at the Deliver To point. General Shale shall note all damages on the freight bill. The supplier shall replace the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of the total shipment and General Shale will not be inconvenienced because of this shortage, the supplier may be permitted by the General Shale Contact to deduct the amount of damage or loss from his invoice, in lieu of replacement.
- 8. Inspection:** All items purchased are subject to inspection and rejection upon receipt by General Shale. Rejected items may be returned at the supplier's expense or charges paid by General Shale in returning rejected items shall be reimbursed by the supplier. General Shale's count shall be final and conclusive on all shipments not accompanied by a packing slip. In addition to its right to return rejected items, General Shale may notify the supplier of damages or deficiencies, and if not repaired or corrected by the supplier within ten (10) days after receipt of notice, or such additional time as may be mutually agreed to by General Shale and the supplier. General Shale shall have the right to correct any damages, defects, insufficiencies or improprieties and do any other work necessary to put the items in condition for the use intended. The cost of such correction shall be deducted from monies due the supplier under this order.
- 9. Billing Instructions:** Mail your invoice(s) to the "Invoice To" address shown on the front of the purchase order. Invoice within 2 days after shipment of material (additional copies of the invoice may be requested on occasion). Each shipment must be covered by a separate invoice (unless otherwise requested). Any invoices for shipments with deviations from the original specification and/or price will not be paid unless cleared in advance by General Shale Contact.
- 10. Discounts:** Discount and payment period to be calculated from date invoice or material is received, whichever is later. Discounts shall apply to the total amount, unless freight charges are itemized separately.
- 11. Taxes:** General Shale will provide Tax Exempt certificates upon request.

General Shale is exempt from federal excise or state sales tax on tangible personal property. Do not include on your invoices. Successful Bidder/Contractor/Supplier must pay taxes on materials used in the completion of this contract including any materials purchased by General Shale but used by the contractor when those materials become a part of the real property. All taxes are to be itemized.

12. Payments: Payment to the supplier will be processed, upon the submission of invoices, at the prices stipulated on the purchase order for items delivered and accepted or services rendered, less deductions, if any. Unless otherwise specified, partial payments will not be made.

13. Assignment: The supplier shall not assign any monies due or to become due under the order without the previous written consent of General Shale.

14. Changes: General Shale may at any time by written instructions make changes, within the general scope of the order, in any one or more of the following: (1) quantity (2) specifications; (3) method of delivery or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost of and/or the time required for the performance of the order, an equitable adjustment shall be made in the order price and/or delivery schedule and the order shall be modified in writing accordingly. Any claim by the supplier for adjustment under this paragraph must be asserted within ten (10) days of receipt of the notification of change. General Shale, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under the order. Except as otherwise provided, no attempt by either party to waive, change, delete, add or otherwise alter, any term and condition of the order shall be effective unless it is agreed to in writing by both parties.

15. Cancellation: General Shale reserves the right to cancel all or any part of the order not shipped in accordance with terms and conditions stated above or on vendor's quotation.

16. Errors: In case of error in calculation or typing, the quoted unit price will be used as the basis for correction of the purchase order.

17. Warranty: In addition to any other warranty, the supplier warrants that the items delivered hereunder shall be free from all defects in material and workmanship and shall comply with all the requirements of this order for a period of ninety (90) days from the date such supplies are delivered. Extended warranties beyond this period apply when specifically shown on the order. Any attempt to change, add, modify, or delete any warranty provision (including change by use of package labeling or inserts), will not be binding on General Shale unless it is agreed to in writing.

18. Controlling Documents: Where applicable, the purchase order is subject to all terms and conditions which comprise General Shale's request for quotations, unless an exception is taken by the supplier to which General Shale has concurred in writing. General Shale specifically rejects any terms contained on supplier's quotation form which may be in conflict with the conditions of the request for quotation or applicable statute.

19. Equal Employment Opportunity: In connection with the execution of the order, the supplier shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, national origin, age, disability or veteran status. The supplier shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, sex, color, religion, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.