



## Dunham Metal Processing Purchase Order Terms and Conditions

The following Terms and Conditions shall be applicable for all **Dunham Metal Processing** Purchase Orders placed.

The only employees authorized to issue, amend or cancel a **Dunham Metal Processing** Purchase Order are its: (1) purchase agents, (2) Chief Executive Officer/President, (3) Chief Financial Officer. Accordingly it is seller's express responsibility to assure that this purchase order is issued by one of the aforementioned authorized **Dunham Metal Processing** employees.

1. **ACCEPTANCE** - Commencement of performance pursuant to this purchase order constitutes acceptance hereof by seller. If delivery dates cannot be met, seller must inform **Dunham Metal Processing** in writing not later than ten [10] business days from the date hereof seller's best possible delivery for acceptance.
2. **TIME OF DELIVERY** – **Dunham Metal Processing** production of schedules are based upon delivery to **Dunham Metal Processing** at specified location on Purchase Order by the date specified on the face of the purchase order. Time is therefore of the essence of this purchase order. If deliveries are not made at the time agreed upon, **Dunham Metal Processing** reserves the right to cancel or to purchase elsewhere and hold seller accountable therefor. Acceptance of late deliveries shall not be deemed a waiver of **Dunham Metal Processing** loss or damage resulting therefrom, nor shall it act as a modification of seller's obligation to make further deliveries in accordance with the delivery schedule.
3. **PRICE; PAYMENTS** - The price of the products and/or materials is that specified on the front of this purchase order. Payment will be according to the terms specified on the front of the purchase orders.
4. **TAXES** – Except as may be otherwise provided in the purchase order, the contract price includes all applicable Federal, State and Local taxes in effect on the date of this purchase order. In case of new taxes or increased rates on the repeal of taxes or the reduction of rates, the contract price shall be adjusted accordingly. Upon production of an exemption resale certificate in the appropriate form for the jurisdiction of **Dunham Metal Processing's** place of business and any jurisdiction to which the products and materials are to be shipped hereunder.
5. **PACKING AND MARKING** – Seller shall be responsible for safe and adequate packing of the items. Seller shall separately number all cases and packages, showing the corresponding number on invoices. An itemized packing slip bearing the purchase order number shall be placed in each container. No extra charge shall be made for packing material unless authority therefore is set forth in the order.
6. **EVIDENCE OF SHIPMENT** – Seller shall forward to **Dunham Metal Processing**, with the invoice, the express receipt or bill of lading, signed by the carrier, evidencing the fact that shipment has been made.
7. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS** – Seller shall comply with all applicable Federal, State and Local laws and ordinances, and all lawful orders, rules and regulations thereunder, including, but not limited to, the applicable provisions of the fair labor standards act of 1938 as amended (29 USC201-219), the occupational safety and health act (OSHA), the worker's compensation act, and all regulations and standards and any amendments issued pursuant thereto. Seller warrants that the items delivered shall comply with the foregoing and agrees to indemnify **Dunham Metal Processing** and **Dunham Metal Processing's** customers for any loss or damage sustained because of seller's noncompliance.
8. **MODIFICATION OF ORDER** – Purchase orders contain all the agreements and conditions of sale, and no course of dealing or usage of the trade shall be applicable unless expressly incorporated in the order. The terms and conditions contained in the order may not be added to, modified, superseded, or otherwise altered except by a written modification signed by an authorized representative of **Dunham Metal Processing** and delivered by **Dunham Metal Processing** to seller. Each delivery shall be deemed to be only upon the terms and conditions contained in the order, notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice, or other form of seller, and notwithstanding **Dunham Metal Processing's** act of accepting or paying for any delivery or similar act of **Dunham Metal Processing**.
9. **BINDING EFFECT** – The purchase order and the acceptance thereof shall be a contract made in the state of California and governed by the laws thereof.
10. **QUALITY REQUIREMENTS** – Seller will notify **Dunham Metal Processing** if shipped product is subsequently found to be nonconforming; Seller will notify **Dunham Metal Processing** of changes in product definition; Seller will provide right of access to **Dunham Metal Processing**, our customer, and regulatory authorities to all facilities involved in the order and to all applicable records.
11. **CONTROL** – **Dunham Metal Processing** conducts performance evaluation and monitoring of its suppliers per requirements of ISO 9001:2015 (sec 8.4).