General Purchase Order Terms and Conditions

1. **Formation of Contract**
   The Purchase Order shall become binding on the Supplier upon confirmation of the order or commencement of performance. The Supplier shall provide an order confirmation within two (2) business days of receipt of the Purchase Order.

2. **Delivery**
   Deliveries shall conform to the Purchase Order, drawings, specifications, and any other requirements provided by the Purchaser. Any anticipated deviation from the agreed delivery date shall be communicated to the Purchaser without delay.

3. **Packaging and Marking**
   All shipments shall be clearly marked with the Purchase Order number and any item, line, or other identification information required by the Purchaser.

4. **Documentation**
   The Supplier shall provide all agreed certificates, material certificates, declarations of conformity, operating instructions, and any other required documentation together with the delivery.

5. **Inspection and Claims**
   The Purchaser shall have the right to inspect the delivery upon receipt. Claims regarding defective or incomplete products may be made within a reasonable period after the defect or non-conformity has been discovered.

6. **Quality and Warranty**
   The Supplier warrants that all products are new, free from defects, and comply with the agreed requirements. Unless otherwise agreed, the warranty period shall be at least twenty-four (24) months from delivery. The Supplier shall maintain traceability of products and materials and retain all delivery-related quality and compliance records for a minimum period of ten (10) years.

7. **Prices**
   Prices are firm and fixed and include all costs related to the delivery unless otherwise stated in the Purchase Order. No separate freight, invoicing, handling, or similar charges shall be accepted without the Purchaser's prior written approval.

8. **Invoicing**
   The invoice shall clearly state the Purchase Order number. Payment terms shall be as specified in the Purchase Order.

9. **Liability for Defects**
   The Supplier shall be responsible for repairing or replacing defective products and for any direct costs arising from a defective or non-conforming delivery.

10. **Precedence**
    These Terms and Conditions, together with the Purchase Order, constitute the entire agreement between the parties with respect to the purchase. Any terms and conditions proposed by the Supplier, whether contained in quotations, acknowledgements, invoices, or other documents, are expressly rejected and shall not apply unless specifically accepted in writing by the Purchaser.

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