



Rubbercraft Purchase Order Terms and Conditions

Purchases for the account of Rubbercraft Corporation of California are valid only under the following conditions. Any variation from the following conditions or procedures is valid only upon written consent by an officer of this company.

1. No goods shall be delivered without a purchase order properly signed by the buyer
2. All orders are placed by buyer and must be accepted by seller with the understanding that payment shall be made on the 15th day of the calendar month following date of invoice, at which time seller will deduct the usual cash discount.
3. Whenever bills are in dispute, buyer reserves the right to the cash discount until such dispute has been satisfactorily adjusted.
4. Bills covering shipments made on or after the 28th of the month must be dated the first of the calendar month following.
5. Buyer is not to be held liable for any verbal orders or any orders not embodied in this or some other written order.
6. We reserve the right to return for full credit any merchandise of any nature whatsoever within thirty days which is due to error in ordering, quality, quantity, or for any other reason is unusable, as long as said merchandise has not been made to order, cut, marked, or otherwise used. If in any case merchandise is not of the proper consistency or quality, returns would be made upon the above basis.
7. Inspection and rejection: all materials or articles ordered shall be subject to final inspection and approval at the plant of the buyer by the buyer. Such inspection shall be made within a reasonable time after delivery of the articles, irrespective of date of payment therefore, and any articles, which are not, then in every way satisfactory to the buyer, may be rejected by the buyer. The buyer may hold any rejected articles for the seller's instructions and at his risk or he may return them to the seller at the seller's expense.
8. Specifications: all material or equipment for war material construction listed hereon to which U.S. Government specifications are applicable, must comply with both the buyer's specifications and the most recently issued government specifications as of the date of this order. Should U.S. Government specifications of any materials or equipment listed be revised prior to shipment, seller, by first obtaining the written consent of the buyer, may furnish such material or equipment in accordance with the revised specifications.
9. Warranties: the seller warrants that the articles to be supplied under the contract are fit and sufficient for the purpose intended; that they are merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship; and that material or equipment for war material constructions conforms to the specifications in paragraph 8. The seller warrants that it has good title to the articles to be supplied and that they are free and clear from all liens or encumbrances.

10. By acceptance of this order, the seller certifies that goods or services covered by this order have been produced in accordance with all current and effective federal and state labor legislation. Furthermore, in acceptance of this order, the seller certifies that he has not discriminated against any worker because of race, creed, or color.
11. All or part of this order may not be assigned by the seller, without the written consent of the buyer having been first had.
12. There may be no additional charges for crating, packing or cartage unless specified on the face of this order.
13. Confidential: seller shall not disclose any details connected herewith to any third party. Neither shall any aliens in the employ of the seller have access to the drawings, specifications, models, or any other information submitted by the buyer in order that seller may fulfill the requirements of this order.
14. The seller agrees to comply with all applicable state, federal, and local laws.
15. Any deviation from these instructions, or failure to deliver merchandise of the same quality or condition specified herein will be sufficient cause for nonpayment.
16. Patent protection; seller guarantees that the sale or use of any or all articles or material delivered hereunder will not infringe any united states patent; that he will at his own expense defend any action, suit or claim in which an infringement of patent right is alleged with to the sale or use of said articles or materials, and that he will save the buyer and/or its customers from any loss, damage or liability which may be incurred on account of infringement or alleged infringement of patent rights with respect to the articles or materials delivered unless said articles or materials are produced in accordance with buyer designs or specifications.
17. Cancellation: the buyer reserves the right to cancel this order if not filled in accordance with delivery schedule and specifications. In the event of any suspension of payment or the institution of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or under the provisions of section 778 of the united states bankruptcy act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, or either party, or in the event of a breach of any of the terms hereof, including warranties of seller, the other party shall be entitled to cancel this contract forthwith.
18. Purchase orders covering tooling, including molds, dies and other tooling made special to order, are placed with the understanding that Rubbercraft Corp. of Calif. or any of its divisions will not make payment, until definite proof of their adaptability to production satisfying to the ultimate customer has been established. Such proof can be determined as follows: (a) approval of sample, or (b) payment of invoice covering parts produced from or with said tooling, molds, or dies, or (c) payment in turn by ultimate customer for parts produced.
19. We will not accept any shipments for quantities in excess of 5% of the quantity ordered herein for any and all materials; the shipments can vary 5% under such quantity. Please adhere to this schedule on all purchases, unless indicated otherwise on the face of the purchase order agreement.
20. By accepting purchase orders from Rubbercraft any and all subcontractors do hereby grant "Right of Entry" to Rubbercraft, their customers, their customer's customer, etc. through all upper division tier levels as well as any regulatory agencies for the purpose of examination of records, processes, product etc. related to the contract/purchase order. The subcontractor also agrees to flow this requirement down to all levels of subcontractors employed to complete the contract.