



# Building Ideas

A.J. Manufacturing, Inc. • 1217 Oak Street • Bloomer, WI 54724  
1-800-328-9448 • [www.ajdoor.com](http://www.ajdoor.com)



## Purchase Order Terms and Conditions

Rev 12/16/2020

Authorization; Authorization under this Purchase Order is limited to the specific Terms and Conditions set forth in this document.

A Packing List must be included in all shipments

Purchase Order Number must appear on all invoices and Packing Lists

Invoices are to be addressed to: A.J. Manufacturing, 1217 Oak Street, Bloomer, and WI 54724

Payment Terms; A.J.'s standard payment terms of Net 45 shall apply unless A.J. Manufacturing has agreed to different terms. Prompt Payment Discount offers are encouraged.

Pre-Payment or Down Payment; should a prepayment or down payment be agreed to, the Seller shall submit a detailed Pro Forma invoice.

Price; if the goods or services ordered cannot be supplied at the price stated on the Purchase Order, seller shall notify the applicable A.J. Manufacturing Buyer prior to fulfilling the order.

Extra Charges; Charges not agreed to in writing on the Purchase Order (e.g., packaging, pallet charge, demurrage, etc.) will not be allowed.

Delivery Location; Delivery Location will be specified on each Purchase Order. It will be different than the "Bill To" address.

Specifications; the specifications referenced in the Purchase Order are the specifications which describe the material or service which we expect. Deviation from the specifications will cause rejection unless the applicable A.J. Manufacturing Buyer agrees to the deviation(s), in writing, prior to shipment or performance.

Warranty; The Seller expressly warrants that materials provided against the Purchase Order are free from defects in materials and workmanship.

Cancellation; A.J. Manufacturing reserves the right to cancel any unfulfilled portion of the Purchase Order if the Seller fails to make delivery as specified or if Seller deviates from the agreed specifications, or for any other breach of these Terms & Conditions, including Warranty.

Inspection/Acceptance; Payment for goods and services which are subsequently found to be defective or non-conforming shall not constitute acceptance of the defects or non-conformance.

Force MA.J.eure; A.J. Manufacturing may delay delivery or acceptance due to causes beyond its control. Seller shall retain goods or delay services at the direction of A.J. Manufacturing and resume delivery or performance upon notification that the cause which effected the delay has been removed. A.J. Manufacturing shall be responsible only for Seller's direct additional costs in holding goods or delaying performance at A.J. direction.

Proprietary Information – Confidentiality; Seller shall consider all information furnished by A.J. Manufacturing to be confidential and shall not disclose such information to any other person or entity, or use such information itself for any purpose other than performance under this Purchase Order.

Compliance with Laws and Regulations; Seller warrants all products to be produced and sold in accordance with all applicable Industry Standards and all applicable local, state and federal laws and regulations.

Certifications; Seller agrees to furnish upon request any certifications or other documents which verify compliance with Industry Standards and applicable Law and Regulations.

Indemnification; Seller shall defend, indemnify and hold harmless A.J. Manufacturing against all claims or liabilities arising from or resulting in any way from A.J. Manufacturing's use of Seller's product. This indemnification shall include any actual or alleged injury, any actual or alleged infringement of patents, trademarks, or intellectual property, and any actual or alleged transgression of Industry Standards or local, state or federal laws and regulations.

Insurance; Seller shall maintain all necessary Insurance coverages, including Public Liability and Worker's Compensation coverage. Seller agrees that any work done in performance of this Purchase Order is done as an Independent Contractor and any individuals engaged in the performance shall not be considered employees of A.J. Manufacturing.

Entire Agreement; The Purchase Order and any documents referred to within the Purchase Order constitute the entire agreement between Seller and A.J. Manufacturing.