



Terms and Conditions

By accepting Kiser Mfg. purchase orders, vendor accepts the terms and conditions included.

The purchaser shall have the right to inspect all goods before accepting them or paying for them.

Price increases, extensions of time for delivery and change in quantity shall not be binding on the buyer unless evidenced by a form of Change of Order issued and signed by the buyer.

If any product is not delivered by the date specified herein, the Buyer reserves the right, without liability, to cancel this purchase order as to any product not yet shipped or tendered. Oral cancellation notices, made by the Buyer or the Vendor are affective when made, but must be confirmed in writing.

The vendor shall notify the Buyer in writing of any delays that are a threat to delay the timely performance of this order.

Terms of shipping are F.O.B. the Buyer's delivery location unless otherwise noted within the terms of this order.

Prices stated on the purchase order are firm and shall remain firm until deliveries have been completed unless otherwise agreed to in writing by both parties. All prices specified include all charges for, but not limited to, inspection and packaging.

The Vendor warrants and certifies that any product supplied shall conform to the manufacturing, safety and certification standards of the Vendor's industry. If any product covered by this order is found not to be warranted, the Buyer may (a) reject this order as to such non-conforming product and require the delivery of suitable replacements, or (b) require appropriate written warranty and certification suitable to the order (lot number) that has been received from Buyer.

The Vendor shall not ship product to the Buyer that does not conform to the specifications of the order without written permission from the Buyer. The Vendor shall notify Buyer in writing as soon as possible if a previously shipped product is found to be out of conformance to the specifications in this order or does not meet the specifications of the product certification.

The Vendor is required to notify the Buyer of any changes in product and or processes used to fulfill the order. The Vendor must receive written approval of those changes from the Buyer before shipment.

Cost of replacement, rework, inspection, repackaging and transportation of such corrected product shall be at the Vendor's expense.

The Vendor shall inspect all product and or processes prior to shipment to the buyer. All records relating to the product and or processes covered by this order shall be available to the buyer for the length of 7 years or specified by the buyer.

The Vendor shall not assign, delegate, or subcontract any obligations without the prior written consent of the Buyer.

All product purchased must be packed and packaged to ensure its safe delivery.

Payment of invoice shall not constitute acceptance of product ordered and shall be subject to appropriate adjustment, if vendor failed to meet the requirements of this order.

Right of access by Kiser Mfg., their customers, and authorities to all facilities involved in the order and to all applicable records. All records must remain on file for at least seven (7) years.