

Terms & Conditions

- DEFINITIONS.** The term "Buyer" refers to Corporate Express Document & Print Management (also known as "CEDPM"). The term "Seller" refers to the supplier to whom the Purchase Order has been addressed. Any reference to Buyer or Seller shall mean their respective employees, agents, and subcontractors.
- ACCEPTANCE.** Unless otherwise provided herein, any written acknowledgement of this order or any other commencement of performance pursuant to this order constitutes acceptance hereof by the Seller. Acceptance is limited to the terms and conditions herein set forth and terms or conditions varying the terms hereof in any written acknowledgement or statement of acceptance are of no force or effect.
- DELIVERY.** Unless it is otherwise provided herein that the dates designated for delivery shall be approximate, time shall be deemed to be of the essence and the Buyer shall have the right to reject and cancel without any liability therefor any deliveries, which shall not be made upon the designated dates. Unless otherwise agreed in writing, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule, except at Seller's own risk. It is Seller's responsibility to comply with this schedule, but not to anticipate Buyer's requirements. Goods shipped to Buyer with payment therefor deferred until after the scheduled date of delivery.
- EXCUSABLE DELAY.** Either party shall be excused from its obligations hereunder if it is unable to perform obligations hereunder by reason of an occurrence beyond its reasonable control, and which by the exercise of reasonable diligence, said party is unable to prevent, including but not limited to a total or partial shutdown of the piece of business where the goods or services to be provided hereunder are either manufactured or are to be used, fires, strikes, floods, explosion, compliance, with any duly promulgated order or regulation of any governmental authority. The Seller shall not be excused however from its performance hereunder by any reason of a shortage of supplies of materials unless such shortage was both unanticipated and could not have been alleviated by proper action of the Seller. Notwithstanding the foregoing, however, liability may only be excused if the party affected by such circumstance or event gives the other party prompt notice of such circumstance or event after its occurrence, and the other party may, although notice was given, terminated this agreement at its option if such circumstance or condition shall continue for more than 150 days.
- QUALITY, INSPECTION AND REJECTION.** Material is subject to inspection by the Buyer. The Buyer may reject all or any part of any shipment or performance, which fails to meet specifications or is in any manner non-conforming. The Buyer reserves the right to accept any part of any shipment of performance, which is conforming. Acceptance of any materials or service provided hereunder, or the making of any payment to obtain a discount, shall not foreclose the Buyer from exercising any of its rights accorded at law or equity to reject or to revoke acceptance, whether the defect or other non-conformity is patent or latent, and whether same is discovered on first inspection or thereafter. Without limiting Buyer's other rights at law, Buyer reserves the right to have rejected material replaced by Seller or return for credit only, at invoice price, the Seller to bear all transportation charges and packing costs.
- PRICE.** As specified in agreement.
- INVOICES.** Render invoice in triplicate accompanied by (1) original bill of lading, or (2) express "shipper's collect receipt," or (3) in case of prepaid shipments, original paid transportation bill. Each shipment must be covered by a separate invoice. In some cases, Seller may be required to submit proof of delivery and an itemized invoice to Buyer on the same day an order is shipped or service is performed; which documentation may be used for customer billing purposes.
- DISCOUNT.** Payment discount will be figured from date of invoice.
- COMPLIANCE.** Seller in performing his work required by this purchase order guarantees compliance with the Fair Labor Standards Act (Public Law No. 95-530); and all EEO clauses as outlined below.
- BUYER'S PROPERTY.** The Seller acknowledges that all material, including tools furnished or specifically paid by the Buyer shall be or remain the property of the Buyer, and shall be subject to removal at any time without additional cost upon demand by the Buyer, shall be used only in filling this order from the Buyer, shall be kept separate from other materials or tools, and shall be clearly identified as the property of the Buyer. Seller assumes all liability for loss or damage with the exception of normal wear and tear.
- PAYMENTS FOR SPECIAL DIES AND MOLDS.** Payments will not be made until such time as Buyer approves samples.
- PATENTS AND PROPRIETARY RIGHTS.** By accepting this order, Seller warrants that the manufacture, use, lease or sale of any materials, processes or services covered by this purchase order, each alone or in combination with each other or any other materials, processes or services, does not and will not infringe, or contribute to the infringement of any United States or foreign patent now or hereafter issued or violate any other proprietary interest (including but not limited to copyrights, trademarks and trade secrets). Seller agrees to defend at Seller's expense, all suits at laws or in equity that may arise with respect to any actual or alleged infringement or any contribution thereto, of any of said patents or with respect to any actual or alleged violation of any other proprietary interest (including but not limited to copyrights, trademarks and trade secrets) by reason of the manufacture, sale, lease, or use of any of the materials, processes or services covered by this purchase order, and to protect, indemnify and hold harmless Buhrmann, Corporate Express, Data Documents Holdings, Inc., their successors, assignees, subsidiaries, affiliates, employees, representatives, customers, and users of its products from all loss, expenses, costs (including attorney's fees and court costs), royalties and other damages which may be incurred on account of any such actual or alleged patent infringement or violation of any other proprietary interest (including but not limited to copyrights, trademarks and trade secrets).
- ROUTING.** All material must be forwarded by the route taking the lowest transportation rate except where otherwise indicated; otherwise the difference in freight rates and extra costs of cartage will be charged to Seller's account. When terms are FOB destination, transportation charges should be prepaid; or in case material is forwarded "collect," the amount of such charges must be deducted from bills when rendered.
- VALUATIONS.** Express shipments for which Buyer is to pay charges must not be insured at a valuation in excess of \$50.00.
- PACKING SLIP.** Showing order number to accompany each shipment.
- OVERSHIPMENT.** Do not ship in excess of our order as Buyer reserve the right to return excess material for full credit at Seller's expense.
- DELIVER NO GOODS EXCEPT ON SIGNED ORDER.** Orders may only be accepted with a Purchase Order, and may be refused if no Purchase Order is present.
- INDEMNITY.** Seller will agree to indemnify Buyer against loss or expense by reason of any liability imposed by law upon us, because of injury to any person or damage to property due to any act of omission on Seller's part or on the part of Seller's employees, agents, or subcontractors, resulting directly or indirectly from Seller's work.
- ADVERTISING.** Seller shall not without our prior written consent in any manner advertise, or publish the fact the Seller has furnished, or contracted to furnish to us any material, or services ordered hereunder.
- WARRANTY.** The Seller warrants all materials or services delivered hereunder to be free from defect of material or workmanship and conform strictly to the specifications, drawings, performance criteria or samples specified or furnished. This warranty shall survive any delivery to or inspection, acceptance of or payment for the materials or services by the Buyer and, shall apply to defects or any other non-conformity, both latent or patent. Upon failure of warranty, Buyer shall have such rights as provided at law or equity.
- ASSIGNMENT AND SUBCONTRACTS.** Seller shall not assign or transfer their accounts receivable or subcontract this order or any right or obligation thereunder, without Buyer's prior written consent. Purchases of parts and materials normally purchased by Seller or required by this order shall not be construed as assignments or subcontracts.
- CONFIDENTIAL INFORMATION.** Each party agrees not to disclose to any person outside of its employ, and for a period of three (3) years from the receipt thereof nor to use for any purpose other than to fulfill its obligations under this Order any information which is received pursuant to this order and which is not otherwise publicly available. Upon termination of this Order, the receiving party agrees to return to the disclosing party upon request, all drawings, blueprints, descriptions, artwork, negatives, and other material received and all materials containing said information, all of which the receiving party acknowledges are the property of the disclosing party.
- GIFTS.** Buyer's employees and members of its families may only accept gifts or gratuities of nominal value from any supplier.
- PACKAGING AND PALLETS.** Packages must bear Buyer's order number and show gross, tare, and net weights, or quantity as required. No charge for packaging will be allowed by Buyer unless otherwise agreed in writing. Carton quantities must be as specified in the Purchase Order; variances or partial cartons are allowed only if agreed to by Buyer. Orders shipping to Buyer's required destination must be on pallets conforming to Buyer's specifications.
- TAXES.** Any taxes with respect to, or on account of the material ordered hereunder, shall be paid by the Seller unless expressly otherwise prescribed by law.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor will comply with all provisions of Executive Order 11246, as amended, and Executive Order 11625 and 12138 for Small, Minority and Women's Business Enterprises as well as the Provisions of 41 CFR 60-741 Section 503 of the Rehabilitation Act of 1973 of 41 CFR 60-250 of the Vietnam Era Veterans Readjustment Act of 1974. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or veteran status.

In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part.