



an Edwards & West Company



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Terms & Conditions of Purchase

The terms and conditions of purchase set forth are between Edwards & West Inc., t/a Divspec hereinafter referred to as the "Buyer" and the company to whom the order has been issued hereinafter referred to as the "Seller".

Proprietary Information: In the event the Buyer has provided technical information and or drawings to the Seller, the Seller will not share or make the information available to any other party without the expressed written permission of the Buyer.

Price: The stated purchase price is the negotiated price agreed to by both parties or that which has been published by the Seller for the corresponding time period.

Overage: The Buyer will not accept an overage unless previously notified & the Seller receives written consent from the Buyer prior to shipment.

Shelf Life: Any material(s) purchased by the Buyer considered to be age limited must have a minimum 3/4 shelf life remaining when received at the Buyers facility.

Freight: All purchases made by the Buyer are considered to be on a delivered basis, freight allowed, unless other arrangements have been negotiated. COD shipments will not be accepted.

Payment Terms: The Buyer prefers terms of 2% 10, n/30. Unless the Seller agrees to these terms, payment terms shall be thirty (30) days from the Buyers acceptance of goods purchased and receipt of Sellers correctly presented invoice.

Documentation: A packing list must accompany all shipments. It must clearly define the item(s) shipped, Buyers part number if applicable, quantity shipped and the relevant purchase order number. Only one (1) invoice copy is required. The Buyer would prefer a fax copy to (908) 688-9385, email to AP@divspec.com or if necessary, by mail. If requested, Material Certification, Mill Reports, Technical Data sheets or any other request for printed information must also accompany the shipment or otherwise made available to the Buyer prior to receipt of the material(s). All documentation submitted by the Seller shall be in the English language.

Warranty: Seller warrants that all deliverables will conform to applicable specifications, drawings, descriptions and samples and will be of new manufacture (unless otherwise stated in the Buyers purchase order) good workmanship and materials. All items purchased must be free from manufacturing defect, claim, encumbrance or lien and suitable for the purpose intended by the Buyer.

Hazardous Materials: Prior to shipment or transfer of any hazardous material(s) as defined by regulations promulgated pursuant to the Occupational Health & Safety Act (OSHA), Seller shall provide Buyer with a complete, up-to-date Material Safety Data Sheet and shall properly mark such hazardous material(s) with a label satisfying the requirements of OSHA's Hazard Communication Standard (29 CFR Part 1910.1200 et seq.). Any shipment or transfer by Seller of any hazardous material(s) (as defined by regulations promulgated by the U.S. Department of Transportation (DOT) and Appendix A of Federal Standard number 313A), shall be conducted consistent with the requirements of DOT regulations promulgated at 40 CFR Part 71 et seq.

Labor Disputes: Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of the purchase order, Seller shall immediately give notice thereof including all relevant information with respect thereto, to the Buyer.

Foreign Shippers: All foreign suppliers must submit Commercial Invoices and any documentation required for U.S. Custom's clearance. Buyer shall provide the Seller with the name(s) of the Buyers preferred Customs Broker.

Termination: The Buyer may terminate the contract if the order is not filled in accordance with the Buyers requested delivery schedule.