

BLANKET PURCHASE ORDER AGREEMENT

Buyer:

Supplier:

1. Purpose and Scope:

This Blanket Purchase Order Agreement (“Agreement”) establishes the terms and conditions under which Buyer agrees to purchase and Supplier agrees to supply goods, materials, and/or services as described herein or in subsequent releases issued under this Agreement. This Agreement is intended to cover multiple purchase events over a specified time period and/or quantity, providing a streamlined purchasing process.

2. Term:

This Agreement shall remain in effect until terminated by either party with thirty (30) days prior written notice. Termination shall not affect any outstanding releases or obligations issued prior to the termination date.

3. Orders and Releases:

Purchases shall be made by Buyer issuing release orders referencing this Agreement. Each release order shall specify quantities, delivery dates, shipping instructions, and other relevant details. Supplier’s acceptance of each release order shall be deemed acceptance of the terms herein.

4. Pricing and Payment Terms:

Prices for goods and services provided under this Agreement shall be as set forth in the attached pricing schedule or individual release orders. Unless otherwise agreed, payment terms shall be net thirty (30) days from receipt of invoice and acceptance of goods or services.

5. Delivery and Risk of Loss:

Supplier shall deliver goods and perform services as specified in release orders. Delivery terms are FOB Buyer’s designated location unless otherwise agreed. Risk of loss or damage to goods shall transfer to Buyer upon delivery to the designated location.

6. Warranty:

Supplier warrants that all goods supplied under this Agreement shall conform to applicable specifications, be free from defects in material and workmanship, and be fit for their intended purpose for a minimum period of one (1) year after delivery. Supplier shall, at its sole expense, promptly repair or replace any nonconforming goods.

7. Inspection and Acceptance:

Buyer shall have the right to inspect goods upon receipt and reject any items that do not conform to specifications. Rejected goods shall be returned at Supplier’s expense. Acceptance shall be deemed upon Buyer’s written approval or

after ten (10) days of receipt if no rejection is made.

8. Changes:

Buyer may request changes to quantities, delivery schedule, or specifications by written notification. Supplier shall promptly notify Buyer of any price or schedule impacts and obtain written approval before proceeding with changes.

9. Indemnification:

Supplier shall indemnify, defend, and hold Buyer harmless from any claims, damages, liabilities, costs, or expenses (including reasonable attorney fees) arising out of Supplier's breach of this Agreement, negligence, or willful misconduct.

10. Confidentiality:

Both parties agree to keep confidential all non-public information received from the other party in connection with this Agreement and to use such information solely for purposes of performing their obligations hereunder.

11. Termination:

Either party may terminate this Agreement for cause if the other party breaches any material term and fails to cure within thirty (30) days after written notice. Buyer may terminate for convenience upon thirty (30) days prior written notice, subject to payment for accepted goods and services.

12. Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws rules. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

13. Entire Agreement:

This Agreement, including any attachments and referenced documents, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior negotiations, agreements, and understandings, whether written or oral.

14. Severability:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most closely reflects the parties' original intent.

15. Waiver:

Failure or delay by either party in exercising any rights under this Agreement shall not constitute a waiver of such rights

unless expressly agreed in writing.

16. Force Majeure:

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, governmental actions, or natural disasters.

BUYER AUTHORIZED SIGNATURE

SUPPLIER AUTHORIZED SIGNATURE

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

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