

Purchase Order Terms & Conditions

Purchase Order Terms and Conditions for Purchase of Goods

1. Acceptance; Modification: These terms and conditions shall govern all purchase orders issued by Rytec Corporation to Seller. They shall become binding upon the acceptance of a purchase order or the delivery of goods, whichever occurs first. Any terms or conditions proposed by Seller (including in any acceptance or acknowledgment by Seller of the purchase order) which differ from, or which are in addition to those herein, shall not be binding upon Rytec Corporation and shall be void and of no effect. Neither the purchase order nor any duty or right thereunder shall be delegated, assigned, or subcontracted without the prior written consent of Rytec Corporation.

2. Delivery: Risk of loss shall not pass to Rytec Corporation until the goods have been received and accepted by Rytec Corporation. The obligation of Seller to meet the delivery dates, specification and quantities in the purchase order is of the essence. Shipments in greater or lesser quantity than ordered may be returned at Seller's expense. If Seller fails to meet delivery schedule, Rytec Corporation, without limiting its other remedies, may direct expedited routing, charge excess costs incurred to Seller, or cancel all or part of the order. Goods which are delivered in advance of schedule are delivered at risk of Seller and may, at Rytec Corporation's option, be returned at Seller's expense for proper delivery and/or have payment therefore withheld by Rytec Corporation until the date that the goods are actually scheduled for delivery. Rytec Corporation may delay delivery and/or acceptance occasioned by causes beyond its control.

3. Warranty: Seller expressly warrants that (a) all goods delivered under this order will strictly conform to the specifications, samples or other descriptions specified by Rytec Corporation or, if not so specified, to Seller's standard specifications for such goods; (b) all goods are merchantable and will be new, free from defects in material and workmanship, safe for their intended use and suitable for the purpose intended by Rytec Corporation; and (c) all goods will be free of all liens and encumbrances. Seller shall indemnify, defend, and hold Rytec Corporation harmless from any and all liability, loss, damage, lawsuit, penalty, fine or expense, including without limitation reasonable counsel fees, arising from any breach of any warranty contained herein. Rytec Corporation shall be entitled to replacement of non-conforming goods or a full refund, therefore.

4. Product Safety: Seller shall promptly supply Rytec Corporation with all available health and safety information relating to the goods. Seller shall immediately notify Rytec Corporation of any change in the health and safety information. Seller shall also immediately notify Rytec Corporation of any defect in the goods which could create

or present a substantial safety or health risk. Seller will make available at Rytec Corporation's request a list of ingredients in the goods and shall promptly notify Rytec Corporation of any changes in the ingredients.

5. Cancellation: Rytec Corporation reserves the right to cancel this order or to refuse to accept delivery if shipment is made later than the date specified. Rytec Corporation may cancel all or part of this order in the event there are defects in workmanship or quality, if the goods are shipped by a means other than as specified, or if the goods do not conform to samples. Rytec Corporation reserves the right to cancel this order at any time prior to shipment. In such event, cancellation charges will be limited to Seller's actual incurred costs to cancellation date plus reasonable profit. Rytec Corporation may also without prejudice to its other rights and remedies, cancel this purchase order if any of the following or any other comparable event occurs: Seller defaults on its obligations hereunder; the insolvency of Seller; the filing of a voluntary petition in bankruptcy, the filing of any involuntary petition to have Seller declared bankrupt (provided it is not vacated within thirty (30) days from the date of filing); the appointment of a receiver or trustee for Seller (provided such appointment is not vacated within thirty (30) days from the date of such appointment) or the execution of Seller of an assignment for the benefit of creditors.

6. Inspection: Payment for the goods delivered hereunder shall not constitute acceptance thereof. Rytec Corporation shall have the right to inspect such goods and to reject any or all of said goods which are in Rytec Corporation's judgment defective. Goods so rejected may be returned to the Seller at its expense. In addition to Rytec Corporation's other rights, Rytec Corporation may charge the Seller all expenses of unpacking, examining, repacking, and reshipping such goods. In the event Rytec Corporation receives goods whose defects or non-conformity is not apparent on examination, resulting in damage to Rytec Corporation's finished product, Rytec Corporation reserves the right to require the replacement as well as payment of damages.

7. Changes: On reasonable notice to Seller, Rytec Corporation reserves the right to make changes in: (a) designs or specifications; (b) method of shipment or packing; or (c) place of performance. Any difference in price from such changes shall be equitable adjusted and the purchase order shall be modified in writing and signed by an authorized representative of Rytec Corporation.

8. Material Furnished by Rytec Corporation: Any material furnished by Rytec Corporation on other than a charge basis in connection with the order, shall be deemed as held by Seller upon consignment. All such material not used in the manufacture of the goods covered by an order shall be returned to Rytec Corporation at Rytec Corporation's expense, and if not returned or accounted for, payment therefore shall be made by Seller.

9. Remedies: The remedies set forth herein shall be cumulative and additional to any other remedies provided in law or equity. No waiver of a breach of any provision of an order shall constitute a waiver or any other breach or of such provision. Rytec Corporation shall be entitled at all times to set off any amount owing from Seller to Rytec Corporation against any amount payable by Rytec Corporation to Seller.

10. Confidential Information: Without Rytec Corporation's prior written permission, Seller shall not disclose to any third party the fact that Seller has furnished or agreed to furnish the goods covered by a purchase order or any of the details of the order. Seller shall keep confidential all information, specification or data furnished by Rytec Corporation or prepared for Rytec Corporation by Seller.

11. Indemnification: Seller shall indemnify, defend and hold harmless Rytec Corporation, its directors, officers, employees, affiliates, subsidiaries, and agents from any and all loss, claims, liabilities, lawsuits, damages, fines and penalties, including without limitation reasonable attorneys' fees, (i) for death or injury to any person or damage to or destruction of property caused by or resulting from the acts or omissions of Seller, its agents, suppliers or employees in connection with the performance of a purchase order; (ii) for breach of any provision of the purchase order or these terms; and (iii) for or on account of, or resulting from, any claim of infringement of any existing or future copyrights, patents or trademarks, misappropriation of any trade secrets or violation of any other intellectual, proprietary or industrial rights, with respect to goods delivered.

12. Compliance with Laws: Seller warrants that goods supplied shall be in compliance with all applicable federal, state, and local laws, orders, rules, and regulations.

13. Rytec Corporation's Limitation: In no event shall Rytec Corporation be liable for lost profits or for incidental, indirect, special, punitive, or consequential damages. Rytec Corporation's liability on any claim of any kind for any loss or damages arising out of the purchase order or from the performance or breach thereof shall in no case exceed the price of the goods or unit thereof which gives rise to the claim. Any action resulting from any breach on the part of Rytec Corporation as to goods delivered must be commenced within one year after the cause of action has accrued.

14. Packing and Shipping: All goods must be packaged in the manner specified by Rytec Corporation and shipped in the manner and by the route designated by Rytec Corporation. If Rytec Corporation does not specify the manner of packaging and shipping, Seller shall package the goods in accordance with good commercial practices and ship at the lowest rates. Any additional costs incurred as a result of Seller's failure to observe the above conditions will be for Seller's account. If the goods are not accompanied by a packing slip, Rytec Corporation's count or weight shall be conclusive.

15. Invoice and Payment: A separate invoice shall be issued for each shipment. Unless otherwise specified in the purchase order, no invoice shall be issued prior to shipment of goods, and no payment will be made prior to receipt of goods and a correct invoice. Payment due dates, including discount periods, will be computed from the date of receipt of goods or date of receipt of correct invoice, whichever is later, to the date Rytec Corporation's check is mailed or payment is made.

16. Relationship of Parties: Rytec Corporation and Seller are independent contractors. Nothing in the purchase order shall be deemed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Neither party shall have the power or authority to bind the other party.

17. Entire Agreement: The purchase order and these terms and conditions constitute the entire agreement and exclusive statement of the terms between the parties with respect to the purchase and sale of the goods at issue and terminate all previous negotiations, representations, or agreements. No modification or amendment of the purchase order or these terms and conditions shall be binding unless in writing and signed by Rytec Corporation. If any provision of the purchase order or these terms and conditions is found to be invalid or unenforceable by a court of valid jurisdiction, all other provisions shall remain in full force and effect.

18. Governing Law. The purchase order and these terms shall be governed by the laws of the State of Illinois, without application of any principles of conflicts of law that would require application of the laws of any other jurisdiction. Illinois shall be the venue for any litigation related to the purchase order and these terms.

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