

## **PURCHASE ORDER REQUIREMENTS TERMS AND CONDITIONS**

**DEFINITIONS:** For purposes of this Purchase Order (PO):

- **Company** means Crest Coating, Inc., a California corporation
- **Supplier** means the individual or entity providing goods or services under this PO.
- **Goods** means any materials, products, or items supplied by the Supplier to the Company.
- **Services** means any work or labor provided by the Supplier to the Company.
- **Purchase Order (PO)** means the written document issued by the Company specifying the goods, services, pricing, and terms.
- **Delivery Date** means the date which the Good and/or Services must be delivered as stated in the PO.
- **Confidential Information** means all data, information, ideas, concepts, discoveries, trade secrets, inventions (whether or not patentable or reduced to practice), innovations, improvements, know-how, developments, techniques, methods, processes, treatments, drawings, sketches, specifications, designs, plans, patterns, models, plans and strategies, and all other confidential or proprietary information or trade secrets in any form or medium (whether merely remembered or embodied in a tangible or intangible form or medium) whether now or hereafter existing, relating to or arising from the past, current or potential business, activities and/or operations of the Company.
- **Force Majeure Event** – Any event beyond the reasonable control of either party, including natural disasters, acts of government, strikes, or other unforeseen events that prevent performance.

1. **ACCEPTANCE:** Supplier must confirm acceptance of the PO in writing to the Company within [2] business days. Any deviations or modifications require prior written approval of the Company.
2. **PRICING AND TERMS:** Prices are firm and include all applicable taxes, duties, and shipping unless otherwise stated. No additional charges or fees will be accepted without prior approval of the Company.
3. **DELIVERY AND SHIPPING:** Supplier shall deliver goods/services on the agreed delivery date. All shipments must be accompanied by proper documentation (packing list, PO number, shipping label). Supplier is responsible for freight, insurance, and safe packaging unless specified otherwise by the Company. Late deliveries may result in PO cancellation.
4. **WARRANTY:** Supplier warrants that all goods and services provided under this PO shall be free from defects in material and workmanship. If any goods or services fail to meet this warranty, the Supplier shall, at the Company's discretion, repair, replace, or refund the defective items at no cost to the Company. This warranty is in addition to any statutory rights the Company may have.
5. **TITLE AND RISK OF LOSS:** Title and risk of loss for the Goods transfer to the Company upon delivery at the designated location, unless otherwise mutually agreed by the parties.
6. **FORCE MAJEURE:** Neither party shall be liable for delays or failures caused by Force Majeure Events. Supplier must notify the Company in writing immediately if a Force Majeure Event occurs.
7. **CONFIDENTIALITY INFORMATION:** Supplier shall treat all Confidential Information as strictly confidential. Supplier shall not disclose any Confidential Information to third parties without the written consent of the Company.
8. **INTELLECTUAL PROPERTY:** Any IP or designs provided by the Company remain the sole property of the Company. Supplier shall not use or reproduce such IP for other purposes without the express written permission of the Company.
9. **COMPLIANCE WITH LAWS:** Supplier must comply with all applicable local, state, federal, and international laws, regulations, and export controls, which includes but is not limited to compliance with all applicable environmental, health, and safety regulations. Supplier shall take reasonable measures to minimize environmental impact.
10. **HUMAN TRAFFICKING AND CHILD LABOR:** In performing its obligations to the Company, Supplier shall (i) comply with all applicable anti-slavery and anti-human trafficking laws, statutes, regulations and codes; and (ii) include in its contracts with its subcontractors and suppliers a requirement for compliance with all applicable anti-slavery and human trafficking laws. Supplier shall notify the Company in writing as soon as it becomes aware of any actual slavery or human trafficking in a supply chain which has a connection with the Goods or Services provided to the Company.
11. **INSURANCE REQUIREMENTS:** Supplier shall maintain appropriate commercial and property liability insurance for the Goods and Services provided by Supplier (e.g., general liability insurance covering property damage and personal injury, business auto liability insurance, workers' compensation insurance) and provide to the Company certificates of insurance upon request. Each policy of insurance carried by Supplier shall be issued by companies reviewed in the most recent A.M. Best rating having not less than an A-VII rating.
12. **INDEMNIFICATION:** Supplier agrees to indemnify and hold the Company harmless from and against any and all losses, claims, expenses, damages or liabilities, joint or several, to which the Company may become subject (including the costs of any investigation and all reasonable attorneys' fees and costs) or incurred by the Company, to the fullest extent lawful, in connection with any pending or threatened litigation, legal claim or proceeding arising out of or in connection with the Goods or Services provided by Supplier;
13. **TERMINATION:** Company reserves the right to terminate the PO, in whole or in part, at any time upon prior written notice to Supplier. Upon Supplier's receipt of a termination notice, it shall immediately cease work immediately and mitigate any costs upon termination.

14. **GOVERNING LAW AND JURISDICTION:** The PO and the Goods and Services provided by Supplier to the Company shall be governed by and construed under the laws of the state of California. Any disputes shall be resolved in Federal or State courts located within the County of Orange, State of California.
15. **ATTORNEYS' FEES.** If any legal action is necessary to enforce the terms and conditions of this PO, which includes the Goods and Services, the prevailing party shall be entitled to recover all costs of suit and reasonable attorneys' fees as determined by the court.
16. **SUBCONTRACTING:** Supplier shall not subcontract any portion of the work without prior written consent of the Company.
17. **CHANGE ORDERS:** Any changes to the PO (scope, quantity, delivery, price) must be documented in writing and approved by both parties.