Springboard

PURCHASE ORDER AGREEMENT

BY ACKNOWLEDGING THIS PURCHASE ORDER, THE SUPPLER AGREES TO THE BELOW CONDITIONS:

PURCHASE ORDERS: SPRINGBOARD AGREES TO PURCHASE, AND THE SUPPLIER AGREES TO SELL THE GOODS AND/OR SERVICES SPECIFIED IN THE PURCHASE ORDER(S) ISSUED BY SPRINGBOARD TO THE SUPPLER. EACH PURCHASE ORDER SHALL INCLUDE, BUT NOT BE LIMITED TO, THE DESCRIPTION OF THE GOODS AND/OR SERVICES, QUANTITY, PRICE, DELIVERY DATE, AND ANY OTHER RELEVANT TERMS AGREED UPON BY BOTH PARTIES.

ACCEPTANCE: THE SUPPLIER SHALL ACCEPT EACH PURCHASE ORDER BY CONFIRMING ITS RECEIPT AND ACKNOWLEDGING ITS TERMS WITHIN A REASONABLE PERIOD, TYPICALLY 3-5 BUSINESS DAYS, FROM THE DATE OF ISSUANCE. ANY MODIFICATIONS OR DEVIATIONS FROM THE TERMS OF THE PURCHASE ORDER SHALL BE AGREED UPON IN WRITING BY BOTH PARTIES.

PRODUCT: THE SUPPLIER SHALL AGREE THAT SPRINGBOARD'S SPECIFICATION/DRAWING SHALL BE THE CONTROLLING DOCUMENT REGARDING PRODUCT QUALITY. THE SUPPLIER SHALL REQUIRE THAT PERSONNEL ARE TRAINED AND COMPETENT TO PERFORM THE ACTIVITIES ASSIGNED TO THEM REGARDING THE PRODUCT. THE SUPPLIER SHALL AGREE TO NOTIFY SPRINGBOARD IN ADVANCE OF ANY PROPOSED CHANGE IN MATERIAL SPECIFICATION, MATERIAL COMPOSITION, AND/OR MANUFACTURING PROCESS. SPRINGBOARD SHALL GIVE WRITTEN CONSENT FOR THE CHANGE(S) TO BE IMPLEMENTED.

DELIVERY AND INSPECTION: SUPPLIER SHALL DELIVER THE GOODS AND/OR SERVICES IN ACCORDANCE WITH THE TERMS SPECIFIED IN THE PURCHASE ORDER(S). SPRINGBOARD RESERVES THE RIGHT TO INSPECT THE DELIVERED GOODS AND/OR SERVICES WITHIN A REASONABLE PERIOD AFTER RECEIPT. SPRINGBOARD MAY REJECT ANY GOODS AND/OR SERVICES THAT DO NOT CONFORM TO THE SPECIFICATIONS OUTLINED IN THE PURCHASE ORDER(S) OR ARE OTHERWISE DEFECTIVE.

PAYMENT: SPRINGBOARD SHALL PAY THE SUPPLIER THE AGREED-UPON PRICE FOR THE GOODS AND/OR SERVICES UPON RECEIPT AND ACCEPTANCE OF THE INVOICE, UNLESS OTHERWISE SPECIFIED IN THE PURCHASE ORDER(S). PAYMENT TERMS, INCLUDING BUT NOT LIMITED TO, DUE DATE AND METHOD OF PAYMENT, SHALL BE AS MUTUALLY AGREED UPON BY BOTH PARTIES.

WARRANTIES AND REPRESENTATIONS: SUPPLIER WARRANTS THAT THE GOODS AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP AND SHALL CONFORM TO THE SPECIFICATIONS OUTLINED IN THE PURCHASE ORDER(S). SUPPLIER FURTHER REPRESENTS THAT IT HAS THE NECESSARY RIGHTS AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND FULFILL ITS OBLIGATIONS HEREUNDER.

TERM AND TERMINATION: THIS AGREEMENT SHALL COMMENCE ON THE EFFECTIVE DATE AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL ALL OBLIGATIONS UNDER THE PURCHASE ORDER(S) HAVE BEEN FULFILLED, UNLESS EARLIER TERMINATED BY EITHER PARTY IN ACCORDANCE WITH THE TERMS HEREIN.