



Buyer, Email Stephen Bush stephen.bush@ingka.ikea.com		Vendor Contact BENJAMIN MOORE & CO	Date (MM-DD-YYYY) 01-17-2023
Buyer Telephone No 1-480-785-8209X1608	Buyer Fax No	Vendor Telephone No 0018776238484	Vendor Email ccp@benjaminmoore.com

Vendor
ISVA5333
BENJAMIN MOORE & CO
PO BOX 4023 CHURCH ST STATION
NEW YORK 10261-4023 US

Buyer
IKEA US RETAIL LLC
Stephen Bush
Phone: 1-480-785-8209X1608
Email: stephen.bush@ingka.ikea.com

Invoice Address
IKEA US RETAIL LLC
IKEA US RETAIL LLC - 209
PO Box 20902 (209)
Indianapolis IN 46220
US

Delivery Address
IKEA US RETAIL LLC
Stephen Bush
IKEA Tempe #209
2110 West IKEA Way
Tempe AZ 85284
US

PDF Invoice Address
IKEA.US.P.102056-9@docinbound.com

Terms of Delivery (In accordance with INCOTERMS 2010)
According to agreement

Terms of Payment
Payment 30 days from receiving date

Invoicing
Specify purchase order number on each invoice. Specify order line number on each invoice line.

Goods Marking

Goods Receiver
Stephen Bush

Note(s) to Supplier

Order line no.	Product no.	Product	Order quantity	UOM	Unit price excl. tax	Shipping date from vendor	Total amount excl. tax
1	N549.1GAL	Regal Select Interior Paint; Size: 1 Gal	1.00	Each (EA)	40.50	01-23-2023	40.50 USD
Additional comments on the line item Required - enter BM color number here: 263 If known - enter BM color name here: Spring Morning ShortDescription: Regal Select Interior Paint; Size: 1 Gallon; Finish: Eggshell - NOTE: iShop user will need to denote BMcolor#.							
Cost Object GL Account: 5173 Generic Account: RET86STO209 Cost Center: CC6830							
2	N549.1GAL	Regal Select Interior Paint; Size: 1 Gal	1.00	Each (EA)	40.50	01-23-2023	40.50 USD
Additional comments on the line item Required - enter BM color number here: 386 If known - enter BM color name here: Ginseng Root ShortDescription: Regal Select Interior Paint; Size: 1 Gallon; Finish: Eggshell - NOTE: iShop user will need to denote BMcolor#.							
Cost Object GL Account: 5173 Generic Account: RET86STO209 Cost Center: CC6830							

TOTAL SUM:	81.00 USD
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ALL PRICES EXCLUDING TAX.

Please confirm this order by sending an email to the following email address: stephen.bush@ingka.ikea.com

GENERAL PURCHASING CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES TO IKEA apply to this Purchase Order and are incorporated herein by reference. If Seller has not received a copy of said conditions, Seller must immediately notify IKEA in writing hereof. The number in the upper right corner of this document must appear on all invoices, packing lists, cartons, shipping instructions and correspondence.



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GENERAL PURCHASING CONDITIONS –GOODS & SERVICES for the supply of goods and services IKEA

Rev. May 2015

1. GENERAL

- 1.1 These conditions are incorporated by reference into, and made a part of, the attached purchase order. In case of ambiguities or discrepancies, the terms on the face of the purchase order shall control over these general purchasing conditions. The purchase order with general purchasing conditions is hereafter referred to as the "Purchase Order". The general purchasing conditions shall apply to the sale of all goods and services (the "Goods and Services") by the seller ("Seller") to the IKEA company ("IKEA") set forth on the face of the Purchase Order. The agreement memorialized by this Purchase Order is hereafter referred to as the "Agreement."
- 1.2 Seller shall not be entitled to assign or transfer any of its rights or obligations under the Agreement without the prior written consent of IKEA. IKEA shall have the right to assign or transfer any of its rights or obligations, wholly or partially, to any company affiliated with IKEA without the prior consent of Seller.
- 1.3 To the extent this Purchase Order is construed as an acceptance of an offer, it is expressly contingent on the terms hereof forming the exclusive terms of the agreement between IKEA and Seller. To the extent this document is construed as an offer, acceptance is expressly limited to the terms hereof. See Section 17.2.

2. SAMPLES, DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

- 2.1 In case of specially manufactured Goods, all designs, drawings, blueprints, descriptions, specifications, engineering standards, technical data, samples and/or models (together, "Specifications") established or agreed upon in relation to the fulfillment of this Agreement, including, without limitation, any intellectual property, shall be the sole property of IKEA regardless of which party has suggested or developed any improvement, modification or further development. Except as is necessary to produce the Goods, Specifications may not be copied or reproduced without the prior written consent of IKEA, and shall be promptly delivered to IKEA, including all copies, upon request.
- 2.2 IKEA is relying on Seller's skill and judgment to deliver Goods manufactured and/or supply services in accordance with any Specifications supplied by IKEA.

3. MATERIALS

- 3.1 If IKEA furnishes materials to Seller, all such materials are to be used exclusively for the intended purpose. Materials furnished shall remain the property of IKEA, and Seller shall mark and store such materials so they do not become incorporated into or commingled with any property of Seller.
- 3.2 Seller shall upon receipt inspect materials furnished by IKEA in order to ensure that the materials correspond to agreed quantities and are free from defects. Seller shall immediately notify IKEA in writing of any shortages or defects in materials furnished. After receipt of materials, the risk regarding the materials shall be borne by Seller.

4. PACKAGING

- 4.1 Seller shall - unless specific instructions on packaging have been communicated by IKEA - ensure that the Goods are packed to withstand delivery, damage and deterioration before they reach their ultimate destination.

5. INSURANCE

- 5.1 Contractor and all subcontractors utilized by Contractor shall maintain during the term of this Agreement, the following insurance coverage:
1. Commercial General Liability covering bodily injury and property damage with minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate, including Premises Liability, Products/Completed Operations, and Contractual Liability coverage for the Indemnity provided under this Contract with a waiver of subrogation to be included.
 2. Professional Liability with minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate.
 3. Excess or Umbrella Liability insurance with minimum limits of \$4,000,000 each occurrence and in the aggregate with a waiver of subrogation to be included.
 4. Workers' Compensation, as required by all applicable laws and Employer's Liability coverage with a limit of not less than \$1,000,000. A waiver of subrogation endorsed on the policy as permitted by law.
 5. Commercial Automobile Liability covering owned, hired and non-owned vehicles with limits of at least \$1,000,000 combined single limit (bodily injury and property damage) with a waiver of subrogation to be included.
- Each of the policies in 1. 3. and 5., above, shall name IKEA as an Additional Insured for the Indemnity provided under this Contract.
- IKEA shall be endorsed to the General Liability policy to receive 30 days notice of cancellation from the insurance carrier in the event the policy is cancelled or non-renewed.
- Each of the above policies of insurance shall be primary to any liability insurance carried by IKEA which insurance(s) shall be excess and non-contributory for claims and losses arising out of the performance of this Contract.
- Certificates evidencing the required Insurance coverage shall be submitted by Contractor to IKEA prior to commencement of the Work. Contractor shall maintain the required insurance throughout the life of the Contract and provide new certificates upon any policy renewal as well as proof of payment of premiums.
- All such insurances will be written with a company or companies licensed to do business in the state where services are provided with a financial rating of not less than A 'X' in the most current edition of Bests Key Rating Guide.

6. DELIVERY TERMS

- 6.1 All deliveries from Seller shall be F.O.B. IKEA. Seller shall prepay all costs of freight and insurance.
- 6.2 Title and risk of loss shall pass to IKEA on delivery of the Goods. All Goods delivered to IKEA shall be free of liens, charges and encumbrances.

7. INSPECTION

- 7.1 In addition to its right to inspect all Goods after delivery, IKEA is entitled to be present to inspect and review production and packing at Seller's and/or subcontractor's facilities at any time, and shall have the right to request any relevant information in relation thereto.
- 7.2 Acceptance of all or part of the Goods shall not waive or affect IKEA's right to cancel or return all or part of the Goods.

8. WARRANTY AND INDEMNITY

- 8.1 In addition to all implied warranties under the terms of the Uniform Commercial Code, Seller warrants to IKEA and its customers that the design, materials, workmanship and packaging of all Goods supplied hereunder shall be free from all latent and patent defects, shall be fit for their intended purpose, merchantable, and shall conform strictly with any Specifications supplied or approved by IKEA.



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- 8.2 The Seller shall indemnify and hold harmless IKEA and all of its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the manufacture, delivery or sale of the Goods caused in whole or in part by any act or omission of Seller or anyone directly or indirectly employed or contracted by Seller or anyone for whose act he may be liable.
- 8.3 Seller warrants that all Services shall be performed in a good and workmanlike manner consistent with industry standards. Seller shall provide at its cost the requisite personnel to perform the Services in such manner. Such personnel shall at all times be considered Seller's employees and shall not be the employees of IKEA. At all times during the term of this Agreement, Seller shall secure and maintain Worker's Compensation insurance to cover any of its employees assigned to perform services on IKEA premises. With regard to any goods supplied by Seller, in addition to all implied warranties under the terms of the Uniform Commercial Code, Seller warrants to IKEA that the design, materials, workmanship and packaging of such goods shall be free from all latent and patent defects, shall be fit for their intended purpose, merchantable, and shall conform strictly with any Specifications supplied or approved by IKEA.
- 8.4 The Seller shall indemnify and hold harmless IKEA and all of its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the Services caused in whole or in part by any act or omission of Seller or anyone directly or indirectly employed or contracted by Seller or anyone for whose act he may be liable.
- 8.5 Seller warrants that in complying with its obligations hereunder, it will at all times comply with all relevant national and international laws, conventions, regulations and provisions applicable in the country of production and supply, as well as timely pay all salaries and expenses of Seller's employees and shall be responsible for federal and state withholding taxes, social security taxes, unemployment compensation taxes, local, county or municipal taxes or any other similar payroll taxes imposed by any taxing agency upon the employment of or services provided by Seller's employees.
- 8.6 The Seller further undertakes to indemnify and hold IKEA harmless from any claim of any taxing authority or governmental agency concerning any payroll taxes alleged to be due by reason of the employment or services of Seller employees. Seller further agrees to indemnify and hold IKEA harmless from any claims for insurance premiums, additional post-audit premiums or any other costs or expenses which may arise by reason of the delivery of Goods by any employee of Seller or Seller's subcontractors.
- 8.7 Contractor further agrees to hold IKEA harmless from and against any and all claims and legal proceedings made by third parties that in any manner allege that IKEA is the employer or joint employer of any employee or former employee, director, officer, agent or a affiliate of Contractor or its representatives.
- 8.8 The foregoing indemnification obligations and warranties shall continue in full force notwithstanding inspection, acceptance and delivery of goods or Services and/or payment for the goods or Services by IKEA.

9. COMPLAINTS AND DEFECTS

- 9.1 Seller shall remedy any defect in the Goods. On receipt of the notice under Clause 9.3, Seller shall remedy the defects without delay at its own cost, including freight costs.
- 9.2 When a defect has been remedied, Seller shall be liable for defects in the repaired or replaced Goods under the same terms and conditions as those applicable to the original Goods.
- 9.3 IKEA shall notify Seller of any defects of which IKEA becomes aware.
- 9.4 Seller may inspect defective Goods at its own cost at IKEA's site. If Seller fails to exercise this right within ten (10) business days of notice under Clause 9.3, IKEA may return the defective product to Seller at Seller's risk and expense and Seller shall further be deemed to have accepted the product as defective.
- 9.5 If Seller does not fulfil its obligations under Clause 9.1, or if the defect is substantial or vital to IKEA in its sole discretion, or if the defect is of repeated or serial nature, IKEA may in its discretion immediately terminate the Agreement upon notice in writing to Seller.
- 9.6 Pending remedy of the defective Goods or settlement of any claim, IKEA shall be entitled to set off or withhold an equivalent amount due to Seller pursuant to this or any other agreement between the parties. In any event, Seller shall be liable for costs and damages, whether direct or indirect, consequential or otherwise, incurred by IKEA resulting from defective Goods.

10. PAYMENT CONDITIONS

- 10.1 Prices and other conditions for the delivery of Goods are set forth on the face of the Purchase Order. Such prices are inclusive of applicable taxes, and the cost of packing and labelling.
- 10.2 Prices and other conditions for the Services are set forth on the face of the Purchase Order. Such prices are inclusive of any taxes applicable to the Services.
- 10.3 Unless otherwise agreed between the parties, payment shall be effected within 30 days from date of receipt of the invoice or after the date of deliver or services are completed, whichever takes place the latest.

11. CONFIDENTIALITY

- 11.1 Seller may not disclose to a third party any Specifications, technical or commercial information pertaining to IKEA.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 Seller shall not at any time acquire any rights whatsoever, of whatever kind they may be, to any patent, trademark, copyright or other intellectual property right belonging to IKEA.
- 12.2 Seller shall be responsible for any infringement of any patent, trademark, copyright or other intellectual property right of a third party arising from the Goods and undertakes to indemnify and hold IKEA harmless for any claims or loss in connection with an infringement.
- 12.3 Nothing herein shall be interpreted as granting Seller a right or a license to use the IKEA trade name or the IKEA trademark.

13. FORCE MAJEURE

- 13.1 The following circumstances shall be considered as cases of relief if they materially impede the performance of the Agreement or make performance unreasonably onerous: any circumstance beyond the reasonable control of the parties such as fire, war, general mobilization, requisition, seizure, currency restrictions, insurrection and civil commotion ("Force Majeure").

Circumstances referred to in this clause which have occurred prior to the formation of the Agreement shall constitute cases of relief only if their effect on the performance of the Agreement could not be foreseen at the time of the formation of the Agreement.

- 13.2 The party wishing to claim relief shall notify the other party in writing without delay on the occurrence of the Force Majeure.
- 13.3 Notwithstanding anything to the contrary herein, IKEA may terminate this Agreement immediately by notice in writing to Seller if delivery of Goods or any material part thereof is delayed for more than one (1) month by reason of any of the circumstances mentioned in Clause 13.1. IKEA may also purchase its supplies elsewhere during any period when Seller is unable to supply, and require the quantity to be delivered by Seller to be reduced accordingly.



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16. SEVERABILITY

- 16.1 If any provisions of this Agreement or any portion hereof is or becomes invalid or unenforceable, the remaining provision shall not be affected and such provisions shall be valid and enforceable to the fullest extent.

17. DISPUTES

- 17.1 The parties to this Agreement do knowingly, voluntarily and intentionally waive the right which each has, or may have to a trial by jury in respect to any legal action, proceeding, suit, litigation, claim, or counterclaim which (A) is based upon this Agreement or any provision hereof, (B) arises out of, under, or in connection with this Agreement or any other document, instrument, or agreement mentioned herein or contemplated to be executed in conjunction herewith, or (C) arises out of, in connection with or is based upon any conduct, course of conduct, course of dealing, statements (whether verbal or written) or actions of either party respecting any matter addressed or contemplated herein. This waiver is intended to be applicable at all times until all applicable statutes of limitation respecting the types of legal actions and claims covered hereby shall have run, notwithstanding the expiration or earlier termination of this Agreement. Both parties mutually acknowledge and agree that this waiver of right to trial by jury forms an integral part of the consideration for their entering in to this Agreement and that this provision constitutes a material inducement to each party for its execution and delivery of the counterparts hereof. Each party does hereby expressly acknowledge having received advice of counsel respecting the legal consequences of this waiver of right to trial by jury.
- 17.2 The Agreement shall be governed by the laws of the state in which IKEA is incorporated.
- 17.3 The termination of this Agreement shall be without prejudice to claims one party may have against the other.

18. AGREEMENT

- 18.1 This Purchase Order shall be confirmed by Seller and returned to IKEA without delay or additional terms. In the event IKEA does not receive express confirmation within ten (10) days of the date hereof, this Purchase Order shall be deemed accepted by Seller.
- 18.2 No amendments to the terms of this Purchase Order shall be valid unless in writing signed by the parties hereto. Unless this purchase is the result of an IKEA Indirect Materials & Services LLC frame agreement, this Purchase Order contains all the terms of the Agreement and there are no other terms other than those provided herein. If this purchase of goods/services is the result of an IKEA Indirect Materials & Services, LLC frame agreement, that frame agreement will supersede the terms of this General Purchase Conditions. Details of IKEA Indirect Materials & Services, Inc. agreements can be obtained in iShop or from Service Desk at email: ikea2.eqna@ikea.com.

19. TERMINATION

- 19.1 IKEA may terminate this Agreement in its sole discretion, with or without cause, upon 30 days prior written notice sent to Seller.

20. LIENS

- 20.1 The Seller, for itself, its subcontractors and employees, covenants and agrees that no mechanic's claim or lien, or lien claim, shall be filed or maintained against IKEA or any site where deliveries of services and/or products takes place or any improvements which are the subject of the services and/or products for or on account of any work, services, materials or equipment provided under this Agreement, and the Seller, for itself, its contractors and employees, hereby expressly waives and relinquishes the right to file, have, or maintain any mechanic's claim or lien, or lien claim, against IKEA or any site where deliveries of services and/or goods takes place or the improvements which are the subject of the services and/or products. The Seller agrees to execute a separate written instrument, in a form and substance satisfactory to Buyer, to the same effect as stated in this paragraph, and to cause the filing of such document in the office of any relevant authority prior to commencement of delivery of any services and/or products hereunder, so as to cause the Seller's subcontractors to have constructive notice of the foregoing waiver of liens.