|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| DocumentTitle\_Lbl  No\_PurchHeader | |  | | |
| BilltoAddress\_Lbl | ShiptoAddress\_Lbl | | CompanyAddress1 |
| **BuyFromAddr1** | ShipToAddr1 | | CompanyAddress2 |
| **BuyFromAddr2** | ShipToAddr2 | | CompanyAddress3 |
| **BuyFromAddr3** | ShipToAddr3 | | CompanyAddress4 |
| **BuyFromAddr4** | ShipToAddr4 | | CompanyAddress5 |
| **BuyFromAddr5** | ShipToAddr5 | |  |

|  |  |  |
| --- | --- | --- |
| PaymentTermsDesc\_Lbl | Ship By | Shipment Terms |
| PaymentTermsDesc | ExptRecptDt\_PurchaseHeader | ShipmentMethodDesc |

|  |  |
| --- | --- |
| VendorInvoiceNo\_Lbl | VendorOrderNo\_Lbl |
| VendorInvoiceNo | VendorOrderNo |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No\_PurchLine\_Lbl | Desc\_PurchLine\_Lbl | Qty\_PurchLine\_Lbl | | UOM\_PurchLine\_Lbl | | DirectUniCost\_Lbl | ItemLineAmount\_Lbl | PurchLineDelivDateCapt |
| No\_PurchLine | Desc\_PurchLine | Qty\_PurchLine | | UOM\_PurchLine | | DirUnitCost\_PurchLine | LineAmt\_PurchLine | ReqReceiptDate\_PurchLine |
|  | BreakdownTitle | |  | |  | | Subtotal\_Lbl | TotalSubTotal |
|  | BreakdownLabel1 | | BreakdownAmt1 | |  | | InvoiceDiscountCaption\_Lbl | TotalInvoiceDiscountAmount |
|  | BreakdownLabel2 | | BreakdownAmt2 | |  | | Tax\_Lbl | TaxAmount |
|  |  | |  | |  | | **TotalText** | **TotalAmount** |

**IMPORTANT:** This order is placed by Buyer subject to the following terms and conditions of doing business with Spring-Fill Industries.

Seller shall accept this P.O. by providing Buyer with confirmation of purchase order price, quantity and delivery date within 24 hours of receipt of the P.O. By accepting this P.O., Seller agrees that a contract has been made with Buyer in the State of Illinois. Unless otherwise noted, all pricing is a delivered price. The above P.O. number should be quoted on all correspondence. No verbal changes or modifications to the P.O. will be accepted or valid. Prior to confirmation by Seller, Buyer may terminate this P.O. in whole or in part without cost to Buyer.

After acceptance by Seller, this P.O. may be terminated in whole or any part without cost to Buyer if (a) Seller fails to make delivery within the time specified herein (as extended in writing by Buyer) or (b) Seller fails to perform any of the other provisions or specifications of this P.O. and fails to correct such failure within 10 days after receipt of notice from Buyer specifying such failure. If Buyer terminates this P.O. in accordance with the foregoing, in addition to and not in substitution for other remedies, Buyer may procure substitute or replacement items upon such terms and in such manner as Buyer may deem appropriate and Seller shall be liable to Buyer for any excess costs for such substitute or replacement items.

Time is of the essence in the performance of this P.O. Seller shall notify Buyer immediately if at any time it appears that the P.O. delivery schedule may not be met, the reasons therefor and the steps being taken to correct the delivery delay. Acceptance of all goods shall be subject to Buyer’s inspection and testing. Overages will be at no cost to Buyer and will not be returned. Supplier will produce and expedite any shortages at their cost.

This P.O. is not assignable by Seller, nor shall Seller subcontract or delegate performance hereunder to any other person without the Buyer’s prior written consent. All drawings, specifications, technical information, data, tooling or articles of any nature furnished to Seller by Buyer (including proprietary rights therein) (i) shall be used by Seller solely for fulfilling the terms of this P.O., (ii) shall not be reproduced, used or disclosed to others without the Buyer’s prior written consent, (iii) shall remain Buyer’s property and (iv) shall be promptly returned to Buyer upon Buyer’s request.

Seller expressly warrants that all items sold hereunder will conform to any and all applicable specifications, drawings and/or descriptions applicable thereto and will be fit and sufficient for intended use. Seller agrees to correct, at its expense, any defect in workmanship or material in the items sold hereunder or otherwise provide Buyer with conforming goods. Seller shall defend, indemnify and hold Buyer harmless against any claim that the items sold by Seller hereunder or Buyer’s use thereof consistent with their intended use infringe upon any patent, trade secret or other intellectual property right of a third party. The foregoing shall not apply to any items manufactured to Buyer’s designs or specifications.

Full truckloads must be sealed with the original seal number and lot number(s) printed on the Bill of Lading. Seals must be broken by a designated Spring-Fill employee when delivered on site. Seals cannot be broken prior to delivery or the load will be refused. All LTL shipments must be delivered locked and the lot number(s) printed on the Bill of Lading. A Spring-Fill employee will verify the lock before unloading. If the lock is unlocked before witnessed or there is no lock at all, the load will be refused. No alterations (write out, scratch out, etc.) on the BOL are acceptable. Information must be clear and original. Documentation that has alterations or different seal numbers will be refused.