

**Integrated Systems Group**

Division of Speedrack Products Group, Ltd.

PURCHASE ORDER**Issue Date:** 01/10/18 **PO Number:** 18-HRD05**Orig. Project No:** **Revision No.:**

To: InCord Ltd
Address : 226 Upton Rd
city, st, zip : Colchester, CT 06415
Attn.: Brian Stevenson
Phone: 860-537-1414 ex 130
Cell:
Email :
Fax:

Ship To: Do it Best Corp
Address: 333 South Woodland Ave
city, st, zip : Woodburn, OR 97071
Attn.: Randy Oatney
Phone:
Cell:
Email :
Fax:

ONSITE DATE**FREIGHT****SHIP VIA:****FOB POINT****Customer PO**

ASAP

COLLECT

PREPAID & ADD

Best Way

Plant

0109-1P

QTY**ITEM DESCRIPTION****UNIT PRICE****TOTAL**

Netting

1

Item # 1250
 9ft x 100ft 2in Sq Netting
 White

\$ 582.00

\$ -

\$ 582.00

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

1

Freight

\$ 58.78

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

Cost Total: \$ 640.78**Notes:****ISG Contact Name:****Phone:****Email:**

Ryan Bouwhuis

(616) 887-7544

ryanbouwhuis@speedrack.net

1. Please enter this Purchase Order in accordance with the prices, delivery method, and specifications listed above as well as terms and conditions that follow.
2. Do not duplicate order for items if other than revision 0 and send invoice as soon as articles ship.
3. This revision affects purchase order identified above and any previous revision thereto only to the extent specified above. All other specifications, terms and conditions of said purchase order and revisions remain unchanged.
4. Notify us at once if any portion of this order cannot be filled by the specified time.
5. Our Purchase Order No. and Project No. must appear on all related invoices, correspondence, and shipping papers.
6. No charge will be allowed for boxing, packing or cartage.

Purchasers Signature

n/a

Endorsement Signature

SPEEDRACK INTEGRATED SYSTEMS GROUP

7903 Venture Ave., Sparta, MI. 49345 Phone: 616-887-0002 Fax: 616-887-2693

TERMS AND CONDITIONS

By acceptance of this offer, Seller agrees with Buyer as follows:

A. GENERAL

- 1. Agreement.** There is no verbal understanding or agreement different than herein stated.
- 2. Parties.** Seller, as used herein, means the addressee. Buyer, as used herein, means Speedrack Products Group, Ltd. - Integrated Systems Division.
- 3. Acceptance.** This purchase order constitutes Buyer's offer to Seller and not an acceptance and shall become a binding contract upon the terms set forth herein when acknowledged by Seller by shipment of goods, by acknowledgement of this order (on the provided acknowledgement copy or otherwise). If Buyer does not receive the signed acknowledgement copy of this purchase order within 7 days from the date hereof, or prior to acceptance of the goods, whichever is prior, Buyer at its option may cancel this order without any liability or responsibility to Seller whatsoever.
- 4. Modification.** Any difference or additional terms in Seller's acceptance of the offer are hereby objected to and shall not be binding on Buyer unless explicitly agreed to in writing. For informational purposes, Seller will notify Buyer at once of all prospective deviations from this order including but not limited to shipping dates.
- 5. Waiver.** No waiver by Buyer of any breach of any provisions of this order shall constitute a waiver of any other breach, or of such provision.
- 6. Assignment.** Buyer has based its decision to contract with Seller upon Seller's skill and reputation in the industry. Seller cannot delegate its performance under this contract to any third party without the express written consent of Buyer. Such consent will be provided only upon receipt by Seller of adequate assurance, acceptable to Buyer at Buyer's discretion, that Seller's duties will be appropriately performed, and Seller will remain liable for performance.
- 7.** Seller shall indemnify, protect and save harmless Buyer, its officers, directors, subsidiaries, successors, assigns, licensees, customers and product users against all royalties, costs, expenses, liabilities, damages, claims, demands, consulting fees, judgments and suits in law or equity (and upon request shall defend same at Seller's expense) for or resulting from, (a) any actual or alleged patent infringement, Seller's notice of which shall be promptly communicated to Buyer, or (b) any defective materials or workmanship, breach of warranty or other act or omission of Seller, its agent, subcontractors, or suppliers, negligent or otherwise, or (c) any injury to person or property resulting from work done by or for Seller, or (d) the manufacturer or sale by Seller of any ordered materials.

B. BILLING AND SHIPPING

- 1. Routing.** If goods are not shipped in accordance with Buyer's directions, Seller shall pay to Buyer any excess costs occasioned thereby. Seller will not ship prior to specified date unless otherwise approved by Buyer.
- 2. Packing.** All materials shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation costs, and no additional charge shall be made to the Buyer therefore unless otherwise specified herein.

3. Marking Packages. Seller shall properly mark each package with Buyer's purchase order number, factory, plant and/or dock number, and where multiple packages comprise a single shipment, each package shall also be consecutively numbered. Order numbers and package numbers shall be shown on the packing slips, bills of lading and invoices. Packing slips must accompany each shipment.

4. Freight. Buyer's entire shipments invoiced plan which full freight is allowed must be prepaid unless otherwise expressly stated herein. No charge shall be made by Seller for drayage or storage unless otherwise stated herein.

5. Price. If price is not stated in this order, it is agreed that the goods shall be billed at the price last quoted or the prevailing market price last quoted or the prevailing price, whichever is lower.

6. Payment. The cash discount period shall date from the receipt of the goods or from the date of receipt of the invoice, whichever is later. Drafts will not be honored.

7. Loss or Damage. In case of loss or damage to goods in transit, Buyer will debit your account for same and claims, if any, against carrier involved shall be prepared and filed by Seller. Furthermore, defective goods will be promptly returned at Seller's expense and credit taken on vouchers.

C. QUANTITY AND QUALITY

- 1. Quantities.** The specific quantity ordered must be delivered in full and not be changed without Buyer's consent. Any unauthorized quantity is subject to Buyer's rejection and return at Seller's expense.
- 2. Warranty.** Seller warrants that the goods will conform to specifications and drawings, if any, and will be free from defects, of merchantable quality and file for any specific purpose made known to Seller by Buyer. Neither acceptance of any shipment or payment of the contract price by Buyer shall constitute a waiver of damages of any defect in goods ordered hereby or failure to conform to specifications or for Seller's delay in performance.
- 3. Inspection.** All goods will be subject to Buyer's inspection and approval with respect to material, workmanship, and other qualities. If rejected, the goods will be held at Seller's risk, subject to Seller's order and at Seller's expense for transportation both ways, storage and other charges. If this order covers services, the quality of workmanship and services rendered shall likewise be subject to Buyer's inspection and approval.

D. MISCELLANEOUS

- 1. Specifications.** Buyer reserves the right at any time to make changes in drawings and specifications as to any material and/or work covered by this order. Any difference in price or time for performance resulting from such changes shall be equitably adjusted and the order and/or schedule shall be modified in writing accordingly.
- 2. Insurance and Workmen's Compensation.** If this order covers the performance of labor for Buyer, Seller agrees to indemnify and protect Buyer against all liability, claims or demand for injuries or damages to any person or property growing out of the performance of this order. Seller further agrees to furnish an insurance carrier's certificate naming Buyer as an additional insured, which provides coverage in at least the following amounts:

- A. Workmen's Compensation-Statutory limits for State or States in which the work is to be performed.
- B. General Public liability combined for property and public liability: \$1,000,000.

C. Automobile public liability, including property damage: \$1,000,000.

D. Catastrophic umbrella coverage: \$3,000,000.

Said certificate must set forth the amount of coverage, number of policy and date of expiration. If Seller is a self-insurer, the Certificate of the Department of Labor and Industry of the state in which said labor is to be performed must be furnished by such department directly to Buyer.

3. Publicity. Seller shall not, without first obtaining the written consent of Buyer, in any manner, advertise or publish the fact that Seller has contracted to furnish Buyer the material herein ordered, and for failure to observe the provision, Buyer shall have the right to terminate or make further payments except for completed articles delivered prior to termination.

4. Compliance with Statutes. Seller represents that the goods covered by this order were not manufactured and are not being sold, or priced in violation of any federal, state or local law or regulations issued pursuant thereto. All invoices must certify the goods covered thereby were produced in compliance with the Fair Labor Standards Act, as amended, and orders of the Department of Labor issued under Section 14 thereof.

5. Patents. Seller warrants the goods hereunder purchased and the sale or use thereof will not infringe any United States or foreign letters patent, and Seller agrees to defend, protect and save harmless Buyer, its successors, assigns, customers and users of its products against all suits in law or equity and from all damages, including legal expenses, claims and demand for actual or alleged infringement of any patent by reason of the state or use of the goods ordered hereunder.

6. Special Tools. Unless otherwise stated, no charge will be made for special machinery and equipment needed by Seller for the performance of this order.

7. Materials. Any material furnished by Buyer, other than on a charge basis, in connection with this order, shall be deemed as held by Seller on consignment and all unused materials shall as directed be returned to Buyer at its expense. All unaccounted for material shall be paid for by Seller. All such materials shall be kept insured by Seller against loss by fire and extended coverage.

8. Cancellation. Buyer reserves the right to cancel all or any part of any undelivered portion of this order if Seller fails to make deliveries as specified or breaches any of the terms hereof or upon the occurrence of any of the following: insolvency of Seller; the filing by or against Seller of a petition in bankruptcy; the appointment of a receiver or trustee for Seller or the execution by Seller of an assignment for the benefit of creditors. Buyer may otherwise terminate this order for its convenience, in whole or in part, by written or telegraphic notice at any time. If the order is terminated for convenience, any claim of Seller shall be settled on the basis of reasonable costs in the performance of this order to the date of the notice of termination.

9. Remedies. No remedy herein provided shall be deemed exclusive of any other remedy provided by law.

10. Applicable Laws. This contract is to be construed according to the laws of the State of Michigan. Any disputes, which arise between the parties concerning this contract, will be settled by binding arbitration in accordance with the Rules of the American Arbitration Association, and any necessary hearings will be conducted in Kent County, Michigan. The determination of the arbitrator may be enforced through an order issued by a court with appropriate jurisdiction.

11. Breach. In the event of a breach of the contract by Seller and in the event Buyer seeks to enforce its rights under the contract, Seller shall pay all of the costs (including attorney fees), incident with its enforcement.