

PURCHASE ORDER TERMS AND CONDITIONS

If this order shall constitute an offer by Buyer, Vendors acceptance shall be limited to the terms and conditions hereof any terms and conditions subsequently proposed by Vendor, inconsistent with or in addition to the terms and conditions of this order shall be void and of no effect unless expressly agreed to in writing by Buyer.

If Vendor has, instead, made an offer and if this order contains terms or conditions additional to or different than the terms or conditions of Vendor offer, any acceptance of Vendor's offer by Buyer is expressly made conditional on assent by Vendor to the additional or different terms or conditions hereof.

Vendor shall be bound by this offer and its terms and conditions when it acknowledges order, or when it delivers to Buyer any of the items ordered, or renders for buyer any of the services ordered herein.

1. **INVOICES:**

Invoice in duplicate and mail to office or email accounting@drakeloader.com.

2. **TERMS:**

Terms as specified on this order. Payment period will be from date of receipt of goods or invoice receipt, whichever date is later.

3. **PACKING AND DELIVERY SCHEDULES:**

No charges allowed for packing or carriage unless designated on this order. Deliveries are to be made both in quantities and at times specified in schedules furnished by Buyer. Buyer will have no liability for payment for material or items delivered to Buyer which are in excess of quantities specified in the delivery schedules. Buyer may from time to time change delivery schedules or direct temporary suspension of scheduled shipments.

4. **WARRANTIES AND REMEDIES:**

Seller warrants all goods and services delivered hereunder to be free from defect of material or workmanship and to conform strictly to the specifications, drawings or samples, if any, specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by Buyer of goods and services.

In the event that this order is not filled in each particular as specified, Buyer reserves the right to do any one or more of the following;

a. To cancel this order;

b. To recover all loss, damage and expense resulting from such failure;

c. To require delivery by any means. Seller to pay any increased transportation and expense.

The remedies herein reserved to Buyer shall be cumulative in addition to any other or further remedies provided in law or equity.

5. **PATENTS:**

The Vendor hereby agrees to defend at his own expense, any suit or legal proceeding instituted against Buyer and to pay all damages and costs awarded therein against Buyer resulting from any claim of patent infringement by reason of Buyer purchasing and subsequently using or reselling goods covered by this contract unless such claim orders out of Vendor's compliance with specifications furnished by Buyer. Buyer agrees to give Vendor Immediate written notice of the making of such claim and of the institution of suit or proceeding and to give Vendor all necessary and proper authority, information and assistance (at Vendors expense) to enable Vendor to settle or defend such claim or suit. In the event Vendor within a reasonable time after notice, fails to indicate to Buyer its intention to defend, then Buyer may take whatever action it deems necessary and Vendor hereby agrees to reimburse Buyer for all expenses. Vendor agrees that goods declared as infringing by such suit shall be modified to render them noninfringing or replaced by noninfringing goods, suitable to Buyer, within a reasonable time at Vendor's own expense.

6. **LEGAL:**

The Vendor warrants that goods ordered herein including labeling, wrapper, and containers thereof should comply with all Federal, State and other laws applying thereto, including food and drug laws.

If any of the items covered by this order are subject to the Flammable Fabrics Act, Wool Products Labeling Act, or the Textile Fiber Products Identification Act, Vendor's invoice shall bear the separate guarantees provided for under such acts, or shall contain appropriate notice that a continuing guaranty has been filed with the Federal Trade Commission in accordance there within.

Vendor represents and certifies that production of the articles and performance of the services covered by this invoice were all done in full compliance with the requirements of Sections 6, 7 and 12 and regulations or orders issued under Section 14 of the Fair Labor Standards Act of 1938, as amended, and Executive Order No. 11240 and the equal opportunity claims thereof which in hereby Incorporated by reference.

If any work covered by this order is to be done on Buyer's premises, Vendor agrees to carry liability and workmen's compensation insurance satisfactory to Buyer, and, except where due to Buyer's negligence, to indemnify Buyer against all liability, loss and damage arising out of any injuries to persons and property caused by Vendor or his employees or agents.

7. **BROKERS:**

Brokers shall forward acknowledgement copy of the order to Vendor to be signed and returned to Buyer. If broker signs such copy, broker there by guarantees the performance of Vendor of this contract and broker agrees to indemnity and hold Buyer harmless for and against all liability, loss, damage, or expense. Including counsel fees, which Buyer may incur or sustain by reason of the failure of Vendor to perform and comply with the terms and obligations of this contract.

8. **PAYMENT:**

Payment will be made by check or credit card. Buyer will honor no drafts.