

# TERMS AND CONDITIONS

## **Certificate of Conformance or Material Certification required on all shipments for PO's with a "C" (see #4)**

1. INVOICES must show exact same prices & terms as the Purchase Order or authorizations for changes must be received from our company in writing prior to shipping.
2. Goods not in accordance with specifications will be rejected and held at vendor's risk awaiting disposition. Vendor must pay freight on all returned rejected material.
3. The right is reserved to cancel all or part of this order if not delivered within the time specified.
4. Packing slips must accompany all shipments. Packing slips for PO's with a "C" in the PO#, must also include a Material Certification or Certificate of Conformance in order for receiving to accept the shipment.
5. By acceptance of this order, vendor warrants that all merchandise shipped complies with all laws and regulations of Federal and State government agencies.
6. Back orders must be prepaid by the vendor unless other arrangements have been made at time of order.
7. In the event of interruption of our business in whole or in part by reasons out of our control or acts of God, we shall have the option of canceling undelivered orders in whole or part with no penalties.
8. Suppliers are required to notify TWH Enterprises, LLC of any nonconforming materials.
9. Suppliers are responsible to flow down requirements to all subcontractors.
10. TWH Enterprises, LLC reserves the right, upon reasonable notification of not less than (5) working days, to visit the premises of any organization providing goods or services to TWH for the purpose of audit/inspection of production/quality system(s) associated documentation are/or product for TWH. Regulatory authorities and/or customers may accompany TWH representative during vendor facility visits.
11. Acceptance of this Purchase Order or shipment of any part of it will constitute an agreement to all of its specifications as to terms, delivery and prices.
12. TWH Enterprises, LLC is an "Equal Opportunity Employer"