PURCHASE ORDER

TELEPHONE
625-8971

Zinsco ELECTRICAL PRODUCTS

GENERAL OFFICES: 729 E. TEMPLE ST. - LOS ANGELES, CALIF. 90012

PURCHASE ORDER NO. J 5577
THE ABOVE NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, PACKAGES & CORRESPONDENCE.

REFER QUESTIONS/CORRESPONDENCE TO MR. CHRIS ARDLER

TO VENDOR
MONSANTO CHEMICAL
6670 FLOTILLA
LOS ANGELES, Calif

SHIP TO: ZINSCO ELECTRICAL PRODUCTS
522 Seaton
LOS ANGELES, CALIF. 90012

PLEASE SUPPLY THE FOLLOWING, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS ORDER

P.O. DATE	DATE SHIPMENT REQUESTED	SHIP VIA	F. O. B.	TAXABLE / NON TAXABLE	TERMS
4/27/71	4/28/71	B/W	4P	TAXABLE ☒ NON TAXABLE ☐	N-30

CONFIRMING	CONFIRMING TO	VENDOR PHONE	DATE SHIPMENT PROMISED	RESALE PERMIT NUMBER
☒ YES ☐ NO	ETHEL	723-2492	4/29/71	AA-X-13485

ITEM NO.	QUAN.	DESCRIPTION	DATE DUE	LIST EACH	DISCOUNT	NET EACH	NET TOTAL
1	2 drums (600# per drum)	THERMINOL FR-1		.40 #			480.00
		1200#					

REQUISITIONER: RPC

ACCOUNT NO. 04-561-252

INSTRUCTIONS

1. ALL SHIPMENTS MUST SHOW OUR PURCHASE ORDER, ITEM NUMBER, AND S. O. NUMBER.
2. INVOICE IN TRIPLICATE.
3. NO CHARGE FOR PACKING, BOXING OR CARTAGE WILL BE ALLOWED UNLESS SPECIFIED.
4. NO CHANGES ARE TO BE MADE MODIFYING THIS ORDER IN ANY WAY WITHOUT THE BUYER'S CONSENT. NO ADDITIONAL CHARGES FOR OTHER EXPENSES OF THE SUPPLIER MAY BE ADDED THAN SPECIFIED ON THIS ORDER.
5. MATERIAL ON THIS PURCHASE ORDER MAY BE SHIPPED PRIOR TO DATE OF DELIVERY, BUT INVOICE MUST BE DATED AS PER SCHEDULED DELIVERY DATE.
6. DO NOT CONSOLIDATE YOUR INVOICE. BILL EACH OF OUR ORDERS ON A SEPARATE INVOICE.
7. PLEASE SUPPLY THE ABOVE, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE.

ZINSCO ELECTRICAL PRODUCTS

BY _____ PURCHASING AGENT *

REMARKS:

DSW 416216

VENDOR

PURCH - 001-1

STLCOPCB4102260

GENERAL TERMS AND CONDITIONS

1. Payments - Upon submission of invoices rendered in accordance with instructions herein, Seller shall be paid the stipulated price, less applicable cash discount, for articles delivered and accepted or satisfactory services rendered.

2. Count - Buyer's count or weight will be considered as final and conclusive.

3. Incidental Charges - Buyer shall not be responsible for any packing, sorting, or other incidental charges in connection with preparing the articles mentioned herein for shipment which are not authorized by this purchase order or amendments thereto.

4. Warranty - Seller warrants that the articles herein specified are free from any defects, that such articles are reasonably fit for the purpose for which purchased and that such articles will conform to the specification requirements of this purchase order.

5. Inspection - All material shall be subject to Buyer's inspection. Material defective or not meeting Buyer's specifications may be returend at Seller's expense including incoming transportation costs. If inspection of reasonable sample quantities of a shipment, as determined by Buyer, indicates the percentage of rejectable parts exceed 3%, Buyer may return entire shipment at Seller's expense including incoming transportation costs. Buyer may elect to require Seller to replace quantity rejected or to consider the order reduced by the amount rejected. Payment for material prior to inspection shall not constitute final acceptance. If materials are defective or fail to meet Buyer's specifications, Seller must be responsible to Buyer for all resulting damages. Buyer's representative shall have the right of access at anytime to inspect any portion of this order in process at Seller's place of manufacture.

6. Cancellation - Buyer reserves the right to cancel this purchase order at any time prior to Buyer's receipt of written acceptance thereof, or at any time prior to the appropriation to this order of the articles ordered or, upon condition that Buyer reimburse Seller for all costs incurred by Seller prior to cancellation, at any time prior to shipment to Buyer of any article to be manufactured or fabricated by Seller. Buyer also reserves the right to cancel this order in whole or in part if delivery is not made on or before the date specified.

7. Articles Returned for Credit - Buyer reserves the right to return to Seller for full credit all articles which are of an inferior quality or do not conform to specification or description contained herein. In such instances all transportation charges from and to Seller's original shipping point, plus all costs of reloading, repacking, etc., shall be for Seller's account and the articles shall not be replaced without written authorization of Buyer.

8. Patents - By acceptance of this order, Seller agrees to defend and indemnify Buyer against and to hold it harmless from any and all loss, liability, claims or demands and all costs of suit and attorney's fees sustained in defense thereof growing or arising out of the actual or alleged infringement of any United States or foreign patents by reason of the purchase or sale by Buyer of the articles covered hereby or their use by Buyer for the purposes intended by the manufacturer thereof.

9. Compliance with Laws, Rules and Regulations - By acceptance of this order, Seller warrants compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances, and agrees, upon request, to furnish said Buyer a certificate to such effect and agrees to indemnify the Buyer against liability arising from failure of Seller to comply with any such regulations.

10. Packing - Seller shall provide adequate packing, acceptable to carriers, to permit transport without damage of material ordered and without additional charge to Buyer.

11. Designs, Tools, Patterns, Equipment, Etc. - Unless otherwise herein agreed, Seller at his own expense shall furnish, keep in good condition and replace when necessary, all dies, tools, gages, fixtures and patterns necessary for the production of the material ordered. All designs, tools, samples, patterns, drawings, and other information or equipment supplied by Buyer to Seller or paid for by Buyer, relating to, or for the use in manufacture of, the materials contracted for shall be the sole property of the Buyer, and removable by Buyer at any time. Seller agrees that it will preserve, maintain and keep the said items in good condition, properly identified and segregated and will replace said when necessary. Seller expressly agrees that it will not use any of said items in the production, manufacture or design of any articles or materials for any other individual or company without first obtaining the written consent of the Buyer. Upon termination of this contract, said items shall be returned to the Buyer unless the Buyer otherwise directs. Seller shall not correct, or modify in any way, tools, dies, jigs, fixtures, patterns or other property provided or paid for by the Buyer, without the Buyer's written approval. All materials, including but not limited to dies, gages, tools, jigs, fixtures, raw material, parts, etc. paid for or owned by Buyer, shall be fully insured by Seller against any or all losses, and Seller shall be responsible to Buyer for any such loss.

DSW 416217

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