



WESTERN PNEUMATICS, INC

*Pneumatic Conveying & Material Handling
Machinery Group & Finger Jointing
Industrial Installation*

*Custom Fabrication
Dampers
Agricultural Products*

*Tanks and Pressure Vessels
Biomass
Parts and Support*

One **SINGLE** Source for Design, Fabrication, Installation, Start-up, Service

STANDARD PURCHASE AGREEMENT

Unless the parties otherwise agree in writing, all Purchase Orders issued by Western Pneumatics, Inc. shall be subject to the following terms and conditions.

1. **Purchases.** Western Pneumatics, Inc "Western")., from time to time, may purchase goods and services from Supplier.
2. **No Modification of Provisions, Terms, Conditions or Instructions Without Written Consent.** Any acknowledgment or qualified acceptance by Supplier of this purchase order varying in any respect from the provisions of this order shall not be deemed to be an acceptance of this order. Supplier shipment or delivery of any item covered by this order shall be conclusively deemed a tender of such item solely upon and in accordance with the provisions of this order notwithstanding any contrary provision in any communication or invoice by Supplier to Western.
3. **Prices.** The unit price of each item covered by this order shall be the unit price specified in its order (or, if none be specified, the last quoted or charged by you to us), or in Supplier acknowledgment or acceptance of this order, whichever shall be less.
4. **Terms.** Unless otherwise specified on the face of this order, terms of payment shall not be less favorable than thirty (30) days net. We reserve the right to take advantage of any cash discount specified in your acknowledgment or acceptance of this order or customarily allowed by Supplier to us or to purchasers of the same class similar items in like quantities.
5. **Shipment and Deliveries.** Time is of the essence of this order. You must comply with the shipment and delivery instructions on the face of this order. Dates for shipments or deliveries shall be subject to postponement by us or by you to the extent required by clauses, circumstances or conditions beyond your or our control; provided, however, in case of postponement by Supplier, that you give us notice in writing with full details of any such circumstance which would or might require such postponement promptly after you know of it. We reserve the right to reject delivery of any item not shipped and delivered in accordance with the provisions of this order or to return any such item, F.O.B. place of delivery thereof to us, any freight charges thereon and any portion of the price paid by us to be refunded by you.
6. **Warranties and Inspection.** In addition to and without negating or limiting any warranty or condition implied by law or otherwise provided in this order, you shall be deemed to warrant to us (and to each subsequent purchaser of any item hereby ordered, which we resell or incorporate in any article of our manufacture to be resold by us) that each item will be in strict conformance with this order and any specifications incorporated or referred to in this order and shall be free from defects in workmanship and materials, under normal use and service, for a period of one (1) year after the date of your invoice to us or, if such item is incorporated in any article of our manufacture or resold by us, after the date of our invoice to our customer covering such article or item. Each item received by us shall be subject to inspection and any rejected item may be returned at your expense any freight charges thereon and price paid by us to be

refunded by you. We will advise you of rejections and give you reasonable opportunity to specify the disposition thereof.

7. Changes.

We reserve the right to change the drawings and/or specifications applicable to any item covered by this order. The unit price and the date for shipment or delivery of any such item shall be equitably adjusted to the extent required by such change if (i) you notify us in writing of such adjustment, giving full details, promptly after your receipt of any such change, and (ii) we agree to such price adjustment.

8. Drawings and Specifications.

All drawings, prints, specifications and engineering data furnished by us to you in connection with this order shall remain our exclusive property and shall not be disclosed, in whole or in part, by you, nor shall they be used by you in any way except for your performance under this order.

9. Compliance With Statutes and Regulations.

You and your suppliers shall, in the performance of this order, comply with all applicable statutes, rules, and regulations of the government of the United States and of any state or political subdivision thereof.

10. Cancellation, Suspension or Termination.

We reserve the right to cancel this order by written notice to you, as to any item covered by this order which has not been shipped in accordance with the shipping and delivery instructions of this order, and which is not to be manufactured or procured by you especially for us, all without obligation or liability on our part to you. We also reserve the right to suspend or terminate work by written notice to you as to any other item covered by this order. Upon receipt of such notice, you shall suspend work on such item, place no further orders for materials, services or facilities in connection with such order, and direct your suppliers to do likewise, and we shall reimburse you for your reasonable costs, properly incurred in accordance with the provisions of this order up to the time of your receipt of such notice of termination, with due allowance for salvage value.

11. Governing Law and Venue.

This order, the contract that will arise from your acceptance of this order, and your and our rights and obligations under this order and such contract shall be governed by the laws of the state of Oregon. All disputes relating to this order, the contract that will arise from your acceptance of this order, and your and our rights and obligations under this order and such contract shall be tried before the courts of Oregon to the exclusion of all other courts which might have jurisdiction apart from this provision. Venue in any litigation arising hereunder shall be in the Circuit Court of the State of Oregon for Lane County or the United States District Court for the District of Oregon, Eugene Division, as may be appropriate.

EFFECTIVE DATE: _____

WESTERN

Western Pneumatics

P.O. Box 21340

Eugene, OR 97402

SUPPLIER

It's: _____
Date: _____