

Purchase Order Terms & Conditions

The following terms and conditions govern any purchase order submitted by AIA Corporation, and/or its affiliates, subsidiaries, etc., (collectively "AIA") with any Vendor. Purchase orders shall be deemed to have been accepted by Vendor upon AIA's and/or its affiliate's or subsidiaries' receipt of acknowledgement, or by shipment of the products or any portion thereof, or by performance by Vendor of the requested services. By accepting a purchase order, Vendor agrees to comply with the following terms and conditions.

1. Delivery – Delivery dates of firm and TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY. Vendor will promptly notify AIA in writing if Vendor anticipates difficulty in complying with a required delivery date and will use all commercially reasonable efforts to meet the required delivery date. Except as otherwise stated elsewhere in the purchase order, deliver will occur, and title and risk of loss will transfer when AIA or AIA's customer takes possession of the product or product is delivered to the carrier engaged by AIA to further transport the product.
2. Warranties - Vendor warrants that (i) Vendor's products are of merchantable quality; (ii) Vendor's products and/or services are fit and safe for consumer use and consumption; (iii) Vendor's products are free from all defects in design, workmanship and materials; (iv) Vendor and Vendor's agents and subcontractors as well as Vendor's products and services will comply with all applicable U.S. and foreign federal, state and local laws and regulations; (v) Vendor's products and/or services will be delivered free of any claims by third parties, including but not limited to any claim that the product or services provided by Vendor infringe a patent, trademark, trade secrets or other third party proprietary rights. If any products or services fail to conform to the above warranties, Vendor, at AIA's option and Vendor's expense, will: (a) replace the nonconforming products; or (b) refund the full purchase price paid by AIA for the non-conforming product or services and reimburse AIA for any costs incurred related to the nonconforming products or services. Vendor will promptly notify AIA in writing if a governmental authority advises Vendor that a product recall is necessary or appropriate, or if Vendor determines that it is necessary or desirable to stop or limit the sale or distribution of the products. In the event that there is a manufacturing defect problem or a product recall, Vendor will accept the return of all defective or recalled products from AIA and Vendor agrees to assume all financial responsibility relative to the return of the defective or recalled product. Vendor will cooperate with AIA in the investigation and resolution of any consumer complaint received by AIA regarding any product and/or service provided by Vendor.
3. Indemnification – Vendor agrees to indemnify and hold harmless AIA Corporation, its Affiliates, owners, directors, officers, employees, agents, representatives, successors and assignees (the "Indemnified Parties"), from and against all claims, liability, loss, cost and expense, including injury or damage to person or property, and reasonable attorney fees ("Claims") incurred or sustained by an Indemnified Party or a third party as a result of; (i) any breach by Vendor of the representations, warranties or other terms and conditions set forth in this agreement; (ii) any act or omission by Vendor or its contractors or agents or any of their employees including, without limitation, in the delivery of the product; (iii) any Claim by a third party that the products or services of Vendor infringe a patent, trademark, trade secret or other intellectual property right of a third party; (iv) any failure of Vendor to timely deliver its products and/or to timely perform its services; (v) any property damage and/or personal injury arising from the handling or use of Vendor's products. The Indemnified Parties shall have no responsibility for any Claim to be indemnified by Vendor unless such claim results from the sole negligence of an Indemnified Party. The Indemnified Party shall notify Vendor of the receipt of notice of a Claim. The terms and conditions of this paragraph shall survive the termination or expiration of the purchase order.