



51 Bergenline Ave, Westwood, NJ 07675

Supplier Terms and Conditions

Acceptance - This purchase order becomes a binding contract on the terms set forth herein when it is accepted either by acknowledgement, commencement of work and/or by performance or shipment by Seller.

Changes - AMS shall have the right to make changes from time to time in the drawings or specifications or otherwise in the work to be performed or the materials to be furnished by the Seller hereunder. If such changes result in delay or additional expense to Seller, an equitable adjustment of price and delivery schedules may be made. The Seller shall make no changes to this purchase order, drawings, specifications, or approved processes or agents and materials used in the manufacture otherwise, without prior documented approval of the AMS. Any such request must be made well in advance of any changes and must be formally documented and approved by the AMS.

Inspection - All items are subject to final inspection and approval at AMS facility or other place designated by AMS. Such inspection shall be made within a reasonable time after delivery, irrespective of the date of payment. AMS may return rejected items at Seller's expense. Seller shall not replace items returned as defective unless so directed by AMS in writing. AMS shall not be responsible for payment of returned/defective items and Seller shall issue a formal credit to AMS on any goods found to be defective and re-invoice upon return of replacement goods as directed by the Buyer.

Packing and Shipping - All items shall be prepared and packed for shipment to prevent any damage in shipment and shipped as designated on the purchase order. Buyer will not allow extra charges for packaging, cartage or anything else unless stated in this order. A packing slip which includes the purchase order number, quantity shipped, and item number shall be included on each container/box shipped so upon receipt the items being received can be easily identified and received by the Recipient/Buyer.

Delivery Schedule, Delays, Defaults - The delivery schedule as stated on the purchase order is considered to be the agreed upon date of delivery unless otherwise agreed upon between the parties. Seller must advise Buyer of any changes to delivery quantities and delivery schedules/dates upon receipt of purchase order. Buyer may return goods at Seller's expense if the quantities and/or delivery dates do not agree with the purchase order. In the event of any delay in delivery, regardless of the cause, or in the event of any other default of the Seller hereunder, Buyer may terminate this order without liability upon Buyer to Seller, or Buyer may agree to a revised delivery schedule.

Buyer's Property - When tooling or gages are furnished by Buyer, the responsibility of checking for initial accuracy and for maintaining accuracy shall rest upon the Seller. All tools, dies, jigs, patterns, gages, equipment or material and other items purchased, furnished, charged to or paid for by Buyer and any replacements thereof, shall remain the property of Buyer and shall be safely stored apart from other property. Seller shall not substitute other property for Buyer's property and shall not use such property except in fulfilling Buyer's orders. Such property, while in Seller's custody or control, shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer and shall be subject to removal at Buyer's written request, in which event Seller shall prepare such property for shipment and shall deliver the same to Buyer in good condition, reasonable wear and tear expected.