

PURCHASE ORDER (PO) Terms and Conditions**Purchase Order Terms and Conditions****1. Definitions**

- 1.1. Buyer:** The entity issuing the purchase order.
- 1.2. Seller:** The entity receiving the purchase order and providing the goods or services.
- 1.3. Goods:** The products or materials specified in the purchase order.
- 1.4. Services:** The tasks or activities specified in the purchase order.

2. Acceptance

- 2.1. The seller must acknowledge and accept this Purchase Order (PO) in writing within seven (7) days of receipt.
- 2.2. Any modifications to this PO by the seller must be agreed upon in writing by the buyer.

3. Price and Payment

- 3.1. Prices listed in this PO are fixed and not subject to increase.
- 3.2. Payment terms are net thirty (30) days from the receipt of an accurate invoice and acceptance of goods or completion of services.
- 3.3. Early payment discounts, if any, are specified in this PO.

4. Delivery and Risk of Loss

- 4.1. Goods must be delivered by the date specified in this PO to the address specified.
- 4.2. The seller is responsible for proper packaging and shipment of goods.
- 4.3. Risk of loss transfers to the buyer upon receipt and acceptance of goods.

5. Inspection and Acceptance

- 5.1. The buyer has the right to inspect goods upon delivery and may reject goods that do not meet specifications.
- 5.2. Rejected goods must be returned to the seller at the seller's expense within thirty (30) days of delivery.

6. Warranties

- 6.1. The seller warrants that all goods and services conform to the specifications, are of good quality, and are free from defects for a period of one (1) year from the date of acceptance.
- 6.2. The seller shall promptly repair or replace defective goods or re-perform defective services at no cost to the buyer.

7. Confidentiality

- 7.1. Both parties agree to maintain the confidentiality of all proprietary information disclosed during the execution of this PO.

8. Intellectual Property

- 8.1. Intellectual property rights related to any goods or services provided under this PO remain with the party that developed them unless otherwise agreed in writing.

9. Compliance with Laws

- 9.1. The seller must comply with all applicable laws, regulations, and standards, including but not limited to labor, environmental, and safety regulations.

10. Indemnification

- 10.1. The seller agrees to indemnify, defend, and hold the buyer harmless from any claims, damages, or losses arising from the seller's breach of this PO or negligence.

11. Force Majeure

- 11.1. Neither party is liable for failure to perform due to events beyond their control, such as natural disasters, war, or labor strikes.

12. Termination

- 12.1. The buyer may terminate this PO for convenience with thirty (30) days' written notice.
- 12.2. The buyer may terminate for cause if the seller fails to perform in accordance with the terms of this PO.

13. Dispute Resolution

- 13.1. Any disputes arising from this PO will be resolved through negotiation. If negotiation fails, the dispute will be resolved through arbitration in accordance with the rules of [Arbitration Organization].

14. Governing Law

- 14.1. This PO is governed by the laws of Singapore, without regard to its conflict of law principles.

15. Entire Agreement

- 15.1. This PO, together with any attachments or referenced documents, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

16. Amendments

- 16.1. Any amendments to this PO must be made in writing and signed by authorized representatives of both parties.

17. Assignment

- 17.1. Neither party may assign their rights or obligations under this PO without the prior written consent of the other party.