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PURCHASE ORDER

ACCOUNT NUMBER	123456789
PO NUMBER	10245601
PO DATE	2023-12-02
PAGE	1 of 1

VENDOR
 123456789
 Mock Company
 100 Main Street
 Suite 584
 Birmingham, AL 35209
 United States

SHIP TO
 123456790
 Mock Company
 1000 Any Avenue
 Chicago, IL 60010
 United States

BILL TO
 123456789
 Mock Company
 100 Main Street
 Suite 584
 Birmingham, AL 35209
 United States

SALES REPRESENTATIVE	CONTACT NAME	CONTACT PHONE	CONTACT EMAIL
Lauren Jackson	Fran York	888-555-1212	fran.york@example.com

PAYMENT TERMS	F.O.B. POINT	CARRIER	SHIP DATE	DUE DATE
Net 30 Days	Destination	UPSG	2023-11-30	2024-01-06

ITEM NUMBER	DESCRIPTION	QTY	UOM	PRICE	AMOUNT
10132610	GU Liquid Energy - Individual - Strawberry Banana	25	Each	\$2.00	\$50.00
	ITEM SHIP TO: 100 Some Street, Anytown, IL 60021				
159859	Co-op Cycles ADV 2.2 Bike	1	Each	\$1,599.00	\$1,599.00
	That "Pavement Ends" sign really means "Fun Begins"-when you're on the right bike. Loaded with gravel-specific Shimano GRX components, the Co-op cycles ADV 2.2 is dialed for grinds of all kinds.				
	Bike Frame	Aluminum			
	Material				
	Frame	Double-buttet 6061 aluminum			

SUBTOTAL	\$1,649.00
TAX	\$98.94
FREIGHT	\$100.00
DISCOUNT	-\$164.90
TOTAL AMOUNT DUE	\$1,683.04

	2024-01-06		
BUYER SIGNATURE	DATE	SUPPLIER SIGNATURE	DATE

Thank you for your business! These items are controlled by U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

1. CONTRACT

This Purchase Order includes these Purchase Order Terms and Conditions, the purchase order form (the "Form") and any exhibits thereto. The Contract Documents consist of this Purchase Order, and all of the following supplied by Purchaser; the General Conditions, Supplementary Conditions and the Specifications (where applicable), and all addenda issued before, and all Modifications issued after execution of this Purchase Order.

These form the Contract, and all are as fully a part of the Contract as if attached to this Purchase Order or fully set forth herein. Commencing performance of or accepting this Purchase Order shall indicate Supplier's intent to be bound by the terms and conditions of the Contract Documents (the "PO Terms"), shall constitute an acceptance by Supplier of each of the PO Terms, and shall form a contract under the laws of the Commonwealth of the purchasing state.

The Contract Documents shall constitute the entire agreement between the parties with respect to the subject matter of this Contract and may not be modified, added to or rescinded except by a subsequent writing signed by Purchaser. Notice of objection is hereby given to any different or additional terms in Supplier's quotations, acknowledgments, invoices, or in any other communication from Supplier unless Purchaser expressly agrees to such terms in writing. Payment, acceptance of goods, or inaction by Purchaser shall not constitute Purchaser's consent to or acceptance of any such terms.

2. PARTIES

- a. Purchaser or Owner (terms are interchangeable): the company.
- b. Supplier or Contractor (terms are interchangeable): As set forth on the Form.

3. TERMS

- a. The term "goods" includes goods, material, chattels, equipment, machinery, manufactured articles, merchandise, fixtures, products, appliances, plant and any other items to be supplied pursuant to this Purchase Order.
- b. The term "warranty" includes warranties, guarantees, representations and promises.

4. DELIVERY

The goods shall be tendered by delivery to Purchaser at the time and place specified in the shipping address Section on the Form. The times set forth for delivery are of the essence. Supplier is responsible for maintaining and providing proof of delivery. Packing lists must accompany each case or parcel, showing this POs number and a complete description of contents. Supplier shall prepay all transportation charges. If transportation of the goods is undertaken by an entity other than Supplier, Supplier shall be responsible for and handle all claims against such entity for shortages, damages, theft and other such occurrences.

5. IDENTIFICATION/RISK OF LOSS/TITLE

Identification of the goods shall occur as soon as the Purchase Offer is received by Supplier. Risk of loss of and clear title to the goods shall pass to Purchaser at the time that conforming goods are received and accepted by Purchaser.

6. PURCHASE PRICE

The Purchase Order Total Price (also referred to as the Contract Sum) and Unit Prices shall be as specified on the Form, subject to Section 9 hereof. They shall not include sales and use taxes for which an exemption is applicable. Purchaser shall have no responsibility for payment of over shipments, goods not delivered due to shortages, theft, etc., or otherwise non-conforming shipments. Purchaser's count shall be accepted as final and conclusive for all shipments. If Purchase Price is omitted and is not covered by a blanket order or agreement, this order is to be filled at the lower of (i) the price last quoted or charged or (ii) the lowest prevailing market price. All prices are FOB Purchaser's on-Site receiving area unless otherwise specified. If shipment is indicated as FOB Supplier's plant, Supplier will arrange for shipping, prepay the freight charges and add them to the invoice. Collect shipments will be returned at Supplier's expense.

7. PAYMENT

- a. Payment shall be processed generally as follows except that in the event of a conflict with the terms of the General Conditions, the terms of the General Conditions shall prevail.
- b. For contracts not requiring on-Site Work, payment shall be processed generally as follows subject to the General Conditions. One invoice shall be submitted for the Purchase Order. No invoices will be processed for payment until

Purchaser has received goods, has inspected them and has determined that they are conforming. Invoices shall be considered as dated the later of the day the invoice is received or the day the goods are received and accepted by Purchaser.

Payment for conforming goods shall be paid within fifty (50) days of the later of the date of Final Completion or the date of the invoice. With respect to invoices covering mechanical equipment and similar goods which cannot immediately be put into operation, Purchaser reserves the right to withhold from payment of such invoice retainage of 10% of the amount thereof pending approval of the operation of such equipment and/or goods. Purchaser shall pay for the goods by check. Payments on cash discount items will be rendered less any applicable cash discount.

8. WARRANTIES

a. Supplier warrants to Purchaser that all items covered by this Purchase Order conform to the samples, drawings, specifications, plans, or other descriptions provided by Purchaser (collectively, "Specifications"). Suppliers are not authorized to substitute. All goods shall be merchantable; fit for Purchaser's intended purpose; of good material, workmanship and design; and free from defect. Supplier also guarantees that the goods are of sufficient size or capacity to perform as specified.

b. Supplier agrees that Purchaser and any representative designated by Purchaser, for itself and on behalf of Purchaser ("Purchaser's Representative"), shall have the benefit of all manufacturers warranties, express or implied, issued on or applicable to the goods and Supplier authorizes Purchaser and/or Purchaser's Representative to obtain the customary services furnished in connection with such warranties and guaranties. Supplier hereby assigns such warranties to Purchaser.

c. This Purchase Order incorporates by reference any and all warranties (express, implied, oral or written) made by Supplier prior to or at the time this Purchase Order is accepted, including those contained in brochures, catalogues, advertisements, owner's manuals, etc., provided that in the event of a conflict, the warranty providing the most protection to Purchaser shall prevail.

d. All warranties shall survive inspection, acceptance and payment.

e. Supplier agrees to repair or replace free of charge any goods or parts of goods which prove defective or which operate unsatisfactorily. This warranty does not apply to normal effects of corrosion or wear and tear. Such remedies shall be available to Purchaser in addition to all others afforded to it by this Contract or at law or equity.