

Purchase Order Terms & Conditions

Instructions, Terms and Conditions

1. Prompt acknowledgement and acceptance of this order is requested.
2. Purchase order number must appear on all invoices, packages, packing lists, bills of lading, and correspondence.
3. All packing lists must show item numbers, and must indicate which item or items are shipped incomplete or backordered.
4. If shipment is not consigned to Chamberlin Rubber Company, Inc., evidence of shipment must accompany the invoice.
5. No waiver or acceptance to the terms and conditions of this purchase order shall be valid unless agreed to by Chamberlin Rubber Company, Inc. in writing. The contract arising from acceptance of this purchase order shall be governed by and construed in accordance with the laws of New York State, USA.
6. Seller warrants that all applicable laws rules and regulations of governmental authority covering the production, sale and delivery of the materials or services specified herein have been complied with.
7. Seller warrants that all goods delivered under this order will have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.
8. Seller warrants that all materials and services to be furnished hereunder conform to specifications, drawings, and samples or other descriptions furnished or approved by Chamberlin Rubber Company, Inc. This warranty shall run to Chamberlin Rubber Company, Inc. as purchaser, its successors, assigns, and its customers.
9. Seller shall comply with the delivery schedule. If seller does not substantially comply with the delivery schedule, Chamberlin Rubber Company, Inc. at its option may approve a revised delivery schedule or may terminate the order without obligation to accept or pay for any materials or services received after termination. Seller will not be liable for delays in delivery due to causes beyond its reasonable control.
10. All material will be received subject to inspection and rejection by Chamberlin Rubber Company, Inc. or Chamberlin Rubber Company, Inc.'s customer. Any material which is not in accordance with specifications set forth in this purchase order will be held for Seller's instructions. If instructions are not received within a reasonable time, such material may be returned at Seller's expense.
11. Discount will be calculated from the date an acceptable invoice is received by Chamberlin Rubber Company, Inc.
12. If any work and services covered hereunder or any part thereof are performed by Seller on Chamberlin Rubber Company, Inc.'s premises, Seller will indemnify and save Chamberlin Rubber Company, Inc. harmless against any loss, damage, or expense by reason of injuries to persons or damages to property arising out of use by Seller, it's agents, representatives, contractors or employees on Chamberlin Rubber Company's premises. Upon request, Seller will furnish certificates of insurance showing adequate coverage for Workmen's Compensation, public liability, and property damage.