



FIRE PROTECTION LABS

Dyne™

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SUPPLIER TERMS AND CONDITIONS

****PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY****

The addressee named on the face of this Purchase Order ("PO") is herein referred to as the "Vendor" and Dyne Fire Protection Labs as "Dyne." It is agreed that acceptance of this order by the Vendor shall constitute agreement to the following terms and conditions:

GENERAL TERMS

1. Identification of Shipment: Dyne will not be responsible for any material received unless each package, case, etc. is clearly identified on its outer covering as to (1) Vendor, and (2) Purchase Order Number. Return shipping does not include insurance. If you need to insure your shipment, please use your own shipping method. Packages are not often lost or damaged, but if they are, your UPS return label only covers up to \$100 in goods.
2. Packing Slips: An itemized packing slip, showing purchase order number should be enclosed with each package.
3. Boxing, Packing, or Cartage: No charges for boxing, packing or cartage will be allowed unless stated herein or later agreed to by Dyne in writing.
4. Invoices: Invoice showing purchase order number must be sent to Dyne no later than 5 business days following shipment irrespective whether shipment is in part or in whole.
5. Inspection: The material or apparatus/service to be supplied pursuant to this purchase order shall, at Dyne's option, be subject to inspection and test at the Vendor's facility.
6. Rejected Material: Rejected material shall be returned to the Vendor at Vendor's expense.
7. Dyne reserves the right to cancel without cancellation charges, all or any part of this order if this order is not filled within the specified time. Such right of cancellation shall not be deemed a waiver of any right reserved to Dyne herein or by law for any delay or failure to deliver as specified.
8. Dyne prefers to have shipments sent complete. Partial shipments may be refused unless agreed to by the parties in writing prior to shipping.

GENERAL CONDITIONS

This Order is accepted by the Vendor subject to the following enumerated conditions:

1. The design and fabrication of the equipment or goods herein described must be approved by Dyne.
2. Do not substitute any goods on the order without authorization from Dyne. All goods furnished must be as specified and will be subject to inspection and approval by Dyne after delivery. Dyne reserves the right (payment notwithstanding) to reject and return, at the risk and expense of the Seller, such portion of any shipment which may be defective or fails to comply with specifications without invalidating the remainder of the order.
3. All outside calibrations performed for Dyne must meet ISO IEC 17025 rev 2017 and ANSI Z540. Calibration certificates must be endorsed.
4. The Vendor warrants that any equipment or goods sold to or furnished to Dyne or third parties pursuant to this PO shall be fit for the purpose intended and shall be of merchantable quality. The Vendor shall be liable to Dyne for all loss and damage resulting from the failure of the Vendor to comply with the terms of this provision.

5. The Vendor warrants that any and all work or labor called for under this PO shall be performed in a workmanlike manner and in accordance with the customs and practice of the applicable trade or industry involved. The Vendor shall be liable to Dyne for all loss and damage resulting from the failure of the Vendor to comply with the terms of this provision.
6. If the Vendor defaults or fails to properly perform under the terms of this PO, it shall be liable to Dyne for all damage and loss sustained by Dyne plus attorney's fees, costs of collection and interest from the date the claim is made.
7. Approval of design by Dyne shall not be considered as final approval. The sale hereunder is made subject to inspection and approval when the equipment or goods are delivered, and, as to satisfaction of the performance guarantee, after inspection and testing of the equipment or goods. The Vendor agrees to replace without charge to Dyne any defective or non-conforming equipment or goods, or remedy any defects not due to ordinary wear and tear, or due to improper maintenance which may develop within one year from date of final acceptance by Dyne, or within the guarantee period set for in applicable plans and specifications, whichever is longer.
8. The Vendor agrees to observe any and all federal, state and city regulations, laws and regulations applicable at the time of sale or which may become effective during the period of construction or fabrication, shipping and/or installation (if installation is included) of the equipment or goods comprised under this order.
9. The price or prices of this order are not subject to any surcharges resulting from the imposition now or in the future of any federal, state, municipal or otherwise sales or use taxes unless so stated on the PO.
10. The contract price appearing on the PO is final as to payment for the equipment or goods covered by the specifically listed items with exceptions as noted, and there shall be no additions to or other modifications of such contract price, except as such modifications may result from actual changes in the specifications. If such changes become necessary, any alteration of the contract price shall be covered by separate order which shall be issued to cover such changes. Vendor shall not proceed with changes affecting contract price without specific written authorization from Dyne.
11. The Vendor warrants that the equipment or goods supplied pursuant to this PO will not infringe any patent, copyright or trademark and agrees to defend and hold harmless Dyne against any claims, actions or suits charging or alleging any such infringement.
12. Payment and discount periods shall commence only upon receipt of both the equipment or goods and proper invoice or invoices at designations specified in this PO. Dyne reserves the right to return to the Vendor for correction any and all invoices containing errors and /or not in agreement with this PO.
13. Dyne may return all "Stocked" items to Vendor at Vendor's price.
14. Written acceptance by the Vendor or its agent of this PO, or shipment of any equipment or goods covered by this PO, shall constitute an unconditional acceptance by the Vendor of all the terms and conditions of this PO and any different or further terms and conditions of sale which in anyway modify, extend, or are contrary to the terms and conditions of this PO whether set forth in the Vendor's acceptance, invoice, bill of lading or other document shall be of no force and effect whatsoever on Dyne.
15. All equipment or goods rented, leased or purchased under this PO shall meet all standards of the Occupational Safety and Health Act and amendments, the Construction Safety Act and amendments, the Standards and Rules of the Consumer Product Safety Commission, as amended, and all other state, federal or municipal laws or ordinances and applicable standards including standards published by the American National Standards Institute.
16. Vendor agrees that in connection with its performance of the work hereunder it will not disclose any information related to Dyne's business or the work hereunder to anyone outside of the Vendors organization (and then only to such persons with a need to know for use solely in the performance of work) without the express prior written consent of an authorized representative of Dyne. Vendor will not, without the prior written consent of Dyne, use Dyne's name in connection with any publicity, release, advertisement or other publication.
17. The Vendor unconditionally accepts the terms and conditions listed on this PO if not returned in three (3) working days from the PO date.