

Purchase Order (PO)

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PURCHASE ORDER (PO)

PO NUMBER: [PO NUMBER]

DATE: [DATE]

This PURCHASE ORDER ("Order") is issued by [BUYER NAME], a [ENTITY TYPE] organized under the laws of [STATE] with principal place of business at [BUYER ADDRESS] ("Buyer"), to [SELLER NAME], a [ENTITY TYPE] organized under the laws of [STATE] with principal place of business at [SELLER ADDRESS] ("Seller"). Buyer and Seller are each a "Party" and together the "Parties."

1. ORDER AND ACCEPTANCE

1.1. Purchase. Buyer orders and Seller agrees to provide the goods and/or services listed on the face of this Order and any attachment or schedule (collectively, the "Goods" and/or "Services"), in the quantities and at the prices set forth herein.

1.2. Acceptance. This Order is an offer by Buyer to purchase the Goods and/or Services subject to these terms and conditions. Seller accepts this Order by (a) signing and returning a copy, (b) commencing performance, or (c) delivering the Goods. Any additional or different terms proposed by Seller are rejected unless expressly accepted in a written amendment signed by Buyer.

2. ORDER DETAILS

2.1. Item Description: [ITEM DESCRIPTION]

2.2. Quantity: [QUANTITY]

2.3. Unit Price: [UNIT PRICE] [CURRENCY]

2.4. Total Price: [TOTAL PRICE] [CURRENCY]

2.5. Taxes: Prices do [NOT] include applicable sales, use, excise, value-added, or other taxes ("Taxes"). Buyer is responsible for Taxes unless Seller is required by law to collect them, in which case Seller shall separately invoice such Taxes.

2.6. Payment Terms: [PAYMENT TERMS] (e.g., Net [NUMBER] days after invoice)

3. DELIVERY AND PERFORMANCE

3.1. Delivery Date: Delivery of Goods shall occur on or before [DELIVERY DATE]. Services shall be completed by [COMPLETION DATE] unless otherwise agreed in writing.

3.2. Delivery Location: [DELIVERY LOCATION]

3.3. Shipping Terms: Ship via [SHIP VIA] and deliver FOB [FOB POINT]. Risk of loss and title shall transfer as set forth in Section 6 below.

3.4. Packing and Labeling: All shipments must be suitably packaged and labeled with Buyer's PO number and item information. Seller shall comply with Buyer's delivery instructions.

4. INSPECTION AND ACCEPTANCE

4.1. Inspection. Buyer may inspect Goods upon delivery and may reject nonconforming Goods or Services. If Buyer rejects Goods, Buyer may return them at Seller's expense for credit or replacement.

4.2. Acceptance. Acceptance shall occur upon Buyer's written confirmation or upon Buyer's use of the Goods or Services in production or sale, whichever occurs first.

5. PRICE ADJUSTMENTS AND INVOICING

5.1. Prices. The price is fixed for the period specified in this Order and includes all charges for packaging, handling, shipping, and applicable duties unless otherwise stated.

5.2. Invoices. Seller shall submit invoices referencing the PO number to [BILL TO ADDRESS] or to [BILLING EMAIL]. Invoices shall include itemized descriptions, quantities, unit prices, and applicable taxes. Payment shall be made in [CURRENCY] in accordance with Section 2.6.

6. TITLE AND RISK OF LOSS

Unless otherwise agreed in writing, title and risk of loss pass to Buyer upon Seller's delivery of conforming Goods to the Delivery Location specified in Section 3.2 and acceptance as provided in Section 4.

7. WARRANTIES

7.1. Seller warrants that the Goods and Services will: (a) conform to the specifications, drawings, samples, and descriptions; (b) be free from defects in design, material, and workmanship; (c) be of merchantable quality and fit for the intended purpose; and (d) comply with all applicable laws and industry standards.

7.2. Warranty Period. The warranty period shall be [WARRANTY PERIOD] after Buyer's acceptance, or longer if required by law or applicable written warranty from Seller.

7.3. Remedies. Buyer's remedies for breach of warranty include repair, replacement, refund, and reimbursement of all costs, including removal and reinstallation, at Seller's expense.

8. INDEMNIFICATION

Seller shall indemnify, defend, and hold harmless Buyer and its officers, directors, employees, agents, and customers from and against any and all claims, liabilities, losses, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Seller's breach of this Order; (b) negligence or willful misconduct of Seller; (c) infringement of third-party intellectual property rights by the Goods or Services; or (d) injury to persons or damage to property caused by the Goods or Services, except to the extent caused by Buyer's negligence.

9. LIMITATION OF LIABILITY

Except for liability arising from fraud, willful misconduct, personal injury, death, or Seller's indemnification obligations under Section 8, Buyer's total liability under this Order shall not exceed the total amount paid to Seller under this Order and shall exclude consequential, incidental, indirect, special, exemplary, or punitive damages.

10. INSURANCE

Seller shall maintain insurance coverage in types and limits reasonably appropriate to the Goods and Services provided, including commercial general liability, product liability, employers' liability, and, where applicable, automobile liability and professional liability, as set forth in [INSURANCE REQUIREMENTS]. Upon request, Seller shall provide certificates of insurance evidencing the required coverage.

11. COMPLIANCE WITH LAW; SAFETY

11.1. Laws. Seller shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including export control laws and restrictions.

11.2. Safety. Seller shall ensure that Goods and Services meet applicable safety standards and carry required warnings and instructions.

12. CONFIDENTIALITY

12.1. Confidential Information. "Confidential Information" means non-public information disclosed by Buyer to Seller related to Buyer's business, pricing, processes, designs, or customers. Seller shall not use or disclose Confidential Information except as necessary to perform this Order and shall protect it with reasonable care.

12.2. Exceptions. Confidential Information does not include information that is or becomes public without

breach, was rightfully in Seller's possession prior to disclosure, or is independently developed.

13. CHANGES

Buyer may at any time make changes to specifications, delivery schedules, quantities, or other terms. If such changes materially increase or decrease the cost or time for performance, an equitable adjustment shall be negotiated in writing. Seller shall not proceed with changed work without Buyer's written authorization.

14. TERMINATION

14.1. For Convenience. Buyer may terminate this Order, in whole or in part, for convenience by written notice. Upon termination for convenience, Buyer shall pay Seller for conforming work performed and materials procured that cannot reasonably be used elsewhere.

14.2. For Cause. Either Party may terminate this Order for the other Party's material breach if the breach is not cured within [CURE PERIOD] days after written notice. Termination shall be without prejudice to other remedies.

15. FORCE MAJEURE

Neither Party shall be liable for delay or failure to perform caused by events beyond its reasonable control, including acts of God, war, terrorism, strikes, governmental actions, epidemics, or severe weather. The delayed Party shall promptly notify the other and resume performance as soon as practicable.

16. ASSIGNMENT

Seller shall not assign or subcontract this Order or any rights hereunder without Buyer's prior written consent. Any permitted assignment shall not relieve Seller of its obligations.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1. Governing Law. This Order shall be governed by the laws of the State of [GOVERNING STATE], excluding its conflicts of law rules.

17.2. Dispute Resolution. The Parties shall attempt to resolve disputes amicably. If unresolved within [NEGOTIATION PERIOD] days, disputes shall be resolved by binding arbitration in [ARBITRATION LOCATION], before a single arbitrator under the rules of [ARBITRATION RULES], or in the courts of [GOVERNING STATE], at Buyer's election.

18. NOTICES

All notices required or permitted under this Order shall be in writing and delivered to the addresses below or to such other address as a Party designates in writing. Notices shall be effective upon receipt.

Buyer: [BUYER NAME]

Address: [BUYER ADDRESS]

Contact: [BUYER CONTACT NAME], [EMAIL], [PHONE]

Seller: [SELLER NAME]

Address: [SELLER ADDRESS]

Contact: [SELLER CONTACT NAME], [EMAIL], [PHONE]

19. TAXES AND DUTIES

Seller shall be responsible for all taxes, duties, and withholdings arising from Seller's performance, except for taxes based on Buyer's net income.

20. EXPORT CONTROL

Seller shall comply with all export control and economic sanctions laws and regulations and shall not export, re-export, or transfer any Goods, software, or technical data in violation of those laws.

21. RELATIONSHIP OF PARTIES

The Parties are independent contractors. Nothing in this Order shall create a partnership, joint venture, agency, or employment relationship between the Parties.

22. SEVERABILITY

If any provision of this Order is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

23. ENTIRE AGREEMENT; AMENDMENT

This Order, including any documents incorporated by reference, constitutes the entire agreement between the Parties relating to the subject matter and supersedes prior agreements. Amendments must be in writing and signed by authorized representatives of both Parties.

24. SURVIVAL

Provisions that by their nature should survive termination or expiration of this Order shall survive, including Sections 4 (Inspection and Acceptance), 6 (Title and Risk of Loss), 7 (Warranties), 8 (Indemnification), 9 (Limitation of Liability), 12 (Confidentiality), 17 (Governing Law and Dispute Resolution), and 23 (Entire Agreement).

25. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Purchase Order as of the date first written above.

BUYER:

[BUYER NAME]

By: _____

Name: [BUYER SIGNATORY NAME]

Title: [BUYER SIGNATORY TITLE]

Date: [BUYER SIGNATURE DATE]

SELLER:

[SELLER NAME]

By: _____

Name: [SELLER SIGNATORY NAME]

Title: [SELLER SIGNATORY TITLE]

Date: [SELLER SIGNATURE DATE]

Attachment A: DETAILED SPECIFICATIONS (if applicable)

[DETAILED SPECIFICATIONS OR ATTACHMENTS]

Attachment B: SPECIAL TERMS (if applicable)

[SPECIAL TERMS, WARRANTY EXTENSIONS, SERVICE LEVELS, PENALTIES, ETC.]

END OF PURCHASE ORDER

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