



Purchase Order Terms and Conditions

1. Definitions

For purposes of these Purchase Order Terms and Conditions:

- **“Buyer”** means Imperial Printing & Paper Box Mfg. Co. (“Imperial”).
- **“Seller”** means the supplier, vendor, contractor, manufacturer, or service provider receiving the Purchase Order (“PO”).
- **“Goods”** means all paper, paperboard, cartons, folding cartons, boxes, packaging materials, printed materials, labels, supplies, equipment, components, and other products identified in the PO.
- **“Services”** means all manufacturing, printing, converting, design, tooling, assembly, finishing, delivery, and other services performed under the PO.
- **“Specifications”** means all drawings, artwork, dielines, samples, proofs, specifications, purchase requirements, quality standards, and other requirements provided or approved by Imperial.

2. Acceptance of Purchase Order

Seller’s acceptance of this PO, whether by written acknowledgment, commencement of work, ordering materials, shipment of Goods, or performance of Services, constitutes acceptance of the PO and these Terms and Conditions.

Any additional or different terms contained in Seller’s quotation, acknowledgment, invoice, website, or other document are rejected unless expressly accepted in writing by an authorized representative of Imperial.

3. Purchase Price

The prices stated in the PO are firm and include all costs necessary to complete the order in accordance with the PO, including packaging, preparation, handling, and other charges, unless otherwise expressly stated.

Seller shall not increase prices or impose additional charges without Imperial’s prior written approval.

4. Taxes

Applicable sales, use, excise, or similar taxes shall be separately stated on Seller's invoice. Imperial shall pay taxes for which it is legally responsible, provided such taxes are properly documented.

Seller remains responsible for taxes imposed on its income, employees, property, and business operations.

5. Delivery

Seller shall deliver Goods and perform Services by the dates and to the locations specified in the PO.

Seller shall immediately notify Imperial in writing of any actual or anticipated delay. Notification of a delay does not relieve Seller of its obligation to meet the delivery requirements or mitigate the delay.

Unless otherwise specified, partial shipments require Imperial's prior approval.

6. Shipping, Packaging, and Transportation

Seller shall package Goods appropriately to prevent damage, contamination, moisture exposure, deformation, or other deterioration during transportation and storage.

Each shipment shall include a packing slip identifying, at minimum:

- Imperial's PO number;
- Seller's part or item number, if applicable;
- Quantity shipped;
- Quantity per carton or package;
- Shipment date; and
- Any applicable lot, batch, or production identification.

Unless otherwise stated in the PO, Seller is responsible for loss or damage to Goods prior to delivery to Imperial.

7. Quantity and Overruns

Seller shall ship the exact quantities specified in the PO unless Imperial has expressly authorized a quantity tolerance in writing.

Over-shipments, under-shipments, or unauthorized substitutions may be rejected at Seller's expense.

For printed products, any authorized production overrun or underrun tolerance shall be stated in the PO or mutually agreed in writing before production.

8. Artwork, Proofs, Specifications, and Approval

Seller shall manufacture Goods strictly in accordance with Imperial-approved artwork, specifications, samples, dielines, dimensions, materials, colors, print requirements, and other instructions.

Where proofs, samples, prototypes, or pre-production approvals are required, Seller shall not commence production until the required approval has been received from Imperial.

Approval of artwork, proofs, or samples does not relieve Seller of responsibility for manufacturing defects, deviations from approved specifications, or errors introduced during production.

Seller shall not make material substitutions or changes to paper stock, board grade, coatings, inks, adhesives, finishes, dimensions, construction, tooling, or manufacturing processes without Imperial's prior written approval.

9. Quality Requirements

Seller warrants that all Goods and Services shall:

- Conform to the PO and applicable Specifications;
- Match approved samples, proofs, and artwork;
- Be free from defects in materials, workmanship, printing, construction, finishing, and packaging;
- Be manufactured using the specified materials and components;
- Be fit for their intended purpose where that purpose has been communicated to Seller;
- Be properly packaged for shipment and storage; and
- Comply with applicable laws, regulations, and industry requirements.

Imperial may establish reasonable quality standards, inspection procedures, tolerances, and acceptance criteria for Goods supplied under the PO.

10. Inspection and Rejection

Imperial may inspect Goods upon delivery or at any reasonable time after delivery.

Payment, inspection, or failure to immediately identify a defect shall not constitute acceptance of defective or nonconforming Goods.

Imperial may reject, at Seller's expense, Goods that are defective, damaged, incorrectly manufactured, improperly packaged, late, or otherwise fail to conform to the PO.

At Imperial's option, Seller shall promptly:

- Replace the rejected Goods;
- Rework or correct the Goods;
- Re-perform the affected Services; or
- Refund amounts paid for the rejected Goods or Services.

11. Printing and Color Quality

Seller shall maintain commercially reasonable and consistent standards for color, registration, density, image quality, cutting, scoring, folding, gluing, embossing, foil stamping, coating, and other specified finishing processes.

Where Imperial provides an approved color proof, press proof, drawdown, sample, or other reference standard, Seller shall use it as the applicable production reference.

Any material deviation from an approved standard requires Imperial's written approval before shipment.

12. Materials and Substitutions

Seller shall use the materials, paper stocks, board grades, inks, coatings, adhesives, and other components specified in the PO or approved by Imperial.

Seller shall not substitute materials without Imperial's prior written authorization.

Where Seller proposes a substitute, Seller shall provide sufficient information for Imperial to evaluate the proposed substitution, including applicable specifications, performance characteristics, pricing, and lead-time implications.

13. Tooling, Dies, Plates, and Customer Property

Unless otherwise agreed in writing, any dies, cutting forms, printing plates, tooling, molds, artwork, files, cylinders, screens, samples, materials, or other property supplied or paid for by Imperial shall remain Imperial's property.

Seller shall:

- Clearly identify such property as Imperial property;
- Maintain it in good condition;
- Use it solely for Imperial's orders;
- Not permit third-party use without Imperial's written authorization; and
- Return it promptly upon Imperial's request.

Seller shall be responsible for loss of or damage to Imperial-owned property while in Seller's possession or control, except for ordinary wear and tear.

14. Confidentiality

Seller shall keep confidential all non-public information received from Imperial, including artwork, designs, specifications, pricing, customer information, packaging concepts, production requirements, business information, and other proprietary information.

Seller shall use such information solely for performing the PO and shall not disclose it to third parties except to authorized personnel or approved subcontractors who have a legitimate need to know.

15. Intellectual Property

All artwork, designs, logos, trademarks, specifications, dielines, packaging concepts, files, and other intellectual property supplied by Imperial remain the property of Imperial or its applicable customer or licensor.

Seller shall not reproduce, distribute, sell, display, publish, or use Imperial's or its customers' intellectual property except as necessary to fulfill the PO.

Unless otherwise agreed in writing, any work product specifically created and paid for by Imperial under the PO shall be owned by Imperial to the extent permitted by applicable law.

16. Customer Information and Third-Party Materials

Seller shall not use Imperial's customer names, trademarks, logos, packaging designs, artwork, or other customer-specific information for advertising, portfolios, social media, samples, or other purposes without Imperial's prior written authorization.

17. Invoicing and Payment

Invoices shall reference the applicable Imperial PO number and provide sufficient detail to identify the Goods or Services supplied.

Unless otherwise stated in the PO, payment terms shall be **Net 30 days** from receipt of a valid invoice and acceptance of the applicable Goods or Services.

Imperial may withhold payment of amounts reasonably disputed in good faith.

18. Warranty

Seller warrants that Goods and Services supplied under the PO shall conform to the PO, Specifications, approved samples, and applicable warranties.

Seller warrants that Goods shall be free from defects in materials and workmanship for a period of **twelve (12) months** following delivery, unless a different period is specified in the PO.

For defective or nonconforming Goods, Imperial may require repair, replacement, rework, or refund at Seller's expense.

19. Compliance with Laws and Regulations

Seller shall comply with all applicable federal, state, and local laws and regulations relating to its performance under the PO.

Where applicable to the Goods or Services, Seller shall comply with requirements concerning:

- Workplace safety;
- Environmental protection;
- Labor and employment;
- Product safety;
- Chemical and material restrictions;
- Packaging requirements;
- Transportation;
- Export controls; and
- Applicable industry standards.

Seller shall provide compliance documentation reasonably requested by Imperial.

20. Environmental and Material Requirements

Where specified by Imperial or required by applicable law, Seller shall provide information concerning the composition, recyclability, recycled content, sourcing, coatings, inks, adhesives, and other material characteristics of Goods.

Seller shall notify Imperial promptly if any supplied material becomes subject to a regulatory restriction or is materially changed from the approved specification.

21. Subcontracting

Seller shall not subcontract material obligations under the PO without Imperial's prior written approval.

Seller remains fully responsible for the performance, quality, confidentiality, and compliance of its approved subcontractors.

22. Insurance

Seller shall maintain insurance appropriate to its obligations under the PO, including, as applicable:

- Commercial general liability;
- Workers' compensation;
- Automobile liability;
- Product liability; and
- Professional liability, where applicable.

Upon request, Seller shall provide certificates of insurance evidencing required coverage.

3. Indemnification

To the extent permitted by applicable law, Seller shall defend, indemnify, and hold harmless Imperial, its officers, directors, employees, and agents from third-party claims, damages, losses, liabilities, costs, and reasonable attorneys' fees arising from:

- Seller's negligence or willful misconduct;
- Bodily injury, death, or property damage caused by Seller;
- Seller's breach of the PO;
- Seller's violation of applicable law; or
- Alleged infringement of third-party intellectual property rights arising from Goods or Services supplied by Seller, except to the extent caused solely by materials or instructions supplied by Imperial.

24. Limitation of Liability

Except for obligations that cannot legally be limited, neither party shall be liable to the other for indirect, incidental, special, or consequential damages arising from the PO.

Nothing in this provision shall limit liability arising from fraud, willful misconduct, confidentiality obligations, infringement or misappropriation of intellectual property, indemnification obligations, or liabilities that cannot legally be limited.

25. Termination

Imperial may terminate the PO:

- For convenience upon written notice;
- If Seller materially breaches the PO and fails to cure the breach within **[10] days** after written notice;
- If Seller repeatedly delivers defective, late, or nonconforming Goods;
- If Seller becomes insolvent, enters bankruptcy or receivership, or ceases substantially all business operations, subject to applicable law; or
- As otherwise permitted by the PO or applicable law.

Upon termination, Seller shall stop work as directed by Imperial and shall cooperate in an orderly transition.

26. Force Majeure

Neither party shall be liable for delays caused by events beyond its reasonable control, provided the affected party promptly notifies the other party and takes reasonable steps to mitigate the effects.

Force majeure shall not excuse payment obligations for Goods or Services already accepted by Imperial.

7. Records and Audit

Seller shall maintain records reasonably necessary to demonstrate compliance with the PO for at least **three (3) years** following completion or termination.

Upon reasonable notice, Imperial may review records relating to charges, quality, materials, compliance, or other obligations under the PO, subject to reasonable confidentiality protections.

28. Independent Contractor

Seller is an independent contractor. Nothing in the PO creates a partnership, joint venture, agency, employment, or fiduciary relationship between Imperial and Seller.

29. Assignment

Seller shall not assign or transfer the PO, in whole or in part, without Imperial's prior written consent, except as permitted by applicable law in connection with a merger or sale of substantially all assets.

30. No Waiver

Failure by Imperial to enforce any provision of the PO shall not constitute a waiver of that provision or of Imperial's right to enforce it in the future.

31. Severability

If any provision of the PO is determined to be invalid or unenforceable, the remaining provisions shall remain in effect, and the invalid provision shall be modified to the minimum extent necessary to make it enforceable where permitted by law.

32. Governing Law

The PO shall be governed by the laws of the **State of California**, without regard to its conflict-of-law principles, unless otherwise specified in a written agreement between Imperial and Seller.

Any dispute arising from the PO shall be subject to the applicable courts located in California, unless the parties agree otherwise in writing.

33. Entire Agreement and Order of Precedence

The PO and documents expressly incorporated into it constitute the agreement between Imperial and Seller concerning the applicable purchase.

In the event of a conflict, the following order of precedence shall apply:

1. A mutually signed agreement specifically governing the transaction;
2. The Purchase Order;
3. These Purchase Order Terms and Conditions;
4. Imperial's approved specifications, drawings, artwork, samples, and other incorporated requirements; and
5. Seller's quotation or proposal, solely to the extent expressly accepted by Imperial.

34. Amendments

No amendment, modification, or waiver of the PO shall be binding upon Imperial unless authorized in writing by an authorized Imperial representative.

35. Survival

Provisions that by their nature should survive completion or termination of the PO—including confidentiality, intellectual property, warranties, indemnification, payment obligations, limitations of liability, and dispute-resolution provisions—shall survive.

Purchase Order Information

Buyer: Imperial Printing & Paper Box Mfg. Co.

Seller: _____

PO Number: _____

PO Date: _____

Required Delivery Date: _____

Ship-To Location: _____

Payment Terms: _____

Shipping Terms: _____

Approved Paper/Board Specification: ____

Color/Print Specification: _____

Quality/Tolerance Requirements: _____

Warranty Period: _____

Special Instructions: _____