

Purchase Order Terms and Conditions

1. Acknowledge receipt and acceptance of this order by return mail, giving date of shipment. The right is reserved to cancel this order if not filled within the time specified.
2. This order must not be filled at prices higher than quoted or shown on this order, and seller warrants that prices invoiced against this order comply with government regulations for ceiling prices.
3. Mail separate invoices in triplicate for each shipment to LeBus International, Inc., P.O. Box 2352, Longview, Texas 75606, together with one copy of the Bill of Lading, immediately upon shipment. A packing list must be included in each shipment. 4. Seller warrants that material furnished on this order will comply with the specifications, is fit for the purpose intended, and is subject to our inspection upon receipt. All rejections will be returned at your expense, with incoming and outgoing transportation charges for your account.
4. Seller agrees to defend, protect and hold harmless the purchaser and its customers against all claims for infringement of any United States or foreign patent which may arise from the manufacture, use, or sale of material furnished under this order.
5. No charges for packing, crating, or containers will be allowed unless provided for in the body of this order.
6. The seller warrants that all the requirements of all laws, Federal, State, and local, will be complied with, including all laws relative to wages and hours, safety, compensation insurance, etc., and that the goods ordered herein were produced in compliance with Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.
7. This order will not be assigned in whole or in part without Buyer's written consent.
8. LeBus International, Inc. may vary or suspend the shipping schedule as it deems necessary.
9. If terms of purchase are F.O.B. shipping point, either with or without carriage allowance, the original Freight Bill, marked "Paid," must be attached to the invoice. If terms of purchase are on a basis and carriage charges are prepaid by shipper, then a copy of shipping document must be attached to invoice.

Quotation Standard Conditions of Sale

Warranty:

LeBus warrants, for a period of six months after date of readiness for shipment, all equipment manufactured by it to be free from defects in material and workmanship. If, within such warranty period, any such equipment or part thereof is proved, to LeBus' satisfaction, to be defective, such equipment or part shall be repaired, or at LeBus' option replaced, F.O.B. LeBus' factory without charge. LeBus' obligation hereunder shall be confined to such repair or replacement and shall be further conditioned upon LeBus' receiving written notice of any alleged defect within ten (10) days after product has been put into service, at LeBus' option, the return of the allegedly defective equipment or parts to LeBus, F.O.B. its factory. The foregoing Warranty shall not apply to equipment or parts not manufactured by LeBus, or to equipment or parts which shall have been repaired or altered by others than LeBus so as, in LeBus' judgment, adversely to affect the same, or which shall have been subject to other than normal use or service, negligence, accidents or improper maintenance, care or storage. With respect to equipment or parts furnished but not manufactured by LeBus, the warranty obligations of LeBus shall in all respects conform and be limited to the warranty extended to LeBus by the supplier. LeBus further warrants that all services performed by it for purchaser, including but not limited to consulting or advising services, and services relating to installation or repair of equipment or parts thereof, will be performed in a good and workmanlike manner. LeBus' obligation and liability with respect to such warranty shall be limited to the amount received by it from purchaser on account of such services. The foregoing warranties are in lieu of all other express and implied warranties and LeBus shall not be subject to any other obligations or liabilities whatsoever with respect to equipment, parts or services manufactured or furnished by it or any undertakings, acts or omissions relating thereto.

Patents:

LeBus will, at its own expense, defend any suits that may be instituted by anyone against purchaser for alleged infringement of any patent relating to equipment furnished by LeBus hereunder, provided such alleged infringement shall consist of the use of said equipment, or parts thereof, in purchaser's business for any of the purposes for which the same were sold, and provided purchaser shall have made all payments then due hereunder and shall give to LeBus immediate notice in writing of the institution of any such suit and transmit to LeBus immediately upon receipt all processes and papers served upon purchaser, and permit LeBus, through its counsel, either in the name of the purchaser or in the name of LeBus, to defend the same, and give all needed information, assistance and authority to enable LeBus to do so; and in case of a final award of damages in such suit, LeBus will pay such award, but will not be responsible for any compromise made without its written consent.

Delivery:

LeBus shall not be liable for any damage as a result of any delay due to any cause beyond LeBus' reasonable control, including, without limitation, act of God, act of the purchaser, embargo or other Governmental act, regulation, or request, fire, accident, strike, slow-down, war, riot, delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

Suspension:

If it shall be necessary for either LeBus or the purchaser to delay performance of this order by reason of the direct or indirect effect of war or act of civil or military authority, the purchaser shall (unless this order is canceled as hereinafter provided) promptly pay to LeBus an amount which will reimburse LeBus for its actual cost including tooling under this order to the date of suspension, after deducting therefrom, all sums theretofore paid to LeBus under this order and after due allowance of any material which is diverted to other purposes at the direction of the Government or with the purchaser's approval. Title to all materials so paid for by the purchaser shall thereupon vest in the purchaser. As soon as it is practicable to resume performance, LeBus shall do so, and shall notify the purchaser of its then existing delivery schedules, prices and terms, which shall be applicable to the uncompleted portion of this order. However, the purchaser may cancel this order upon written notice to LeBus at any time after performance has been suspended, (but not later than ten (10) days after LeBus has given notice of resumption of performance,) in which case the purchaser shall promptly pay to LeBus reasonable and proper cancellation charges.

Storage:

If the equipment is not shipped within fifteen (15) days after notification to the purchaser that it is ready for shipment, for any reason beyond LeBus' reasonable control, including purchaser's failure to give shipping instructions, or if performance of this order is suspended as provided under "SUSPENSION", LeBus may store equipment at the purchaser's risk in a warehouse or yard or upon LeBus' premises, and the purchaser shall pay all handling, transportation and storage costs at the prevailing commercial rates upon submission of invoices therefore.

Payment:

Unless otherwise expressly agreed, pro rata payments shall become due as shipments are made. If, with LeBus' approval, manufacture is delayed by the purchaser for causes other than those specified under "SUSPENSION", payments shall be made based on the contract price and a percentage of completion. If purchaser defaults in any payment when due, then the full contract price shall immediately become due and payable on demand, or LeBus, at its option, without prejudice to other lawful remedies, may defer delivery or cancel this contract. LeBus reserves the right to require full or partial payment in a draft, if, in its opinion, the financial position of the purchaser at any time does not justify continuance of production or shipment on the terms of payment specified, or if the machinery is stored as provided above under "STORAGE".

Taxes and Other Charges:

Any duty, manufacturer's tax, use tax, sales tax, or tax of any nature whatsoever, which may be assessed against this order or equipment, shall be added to the price quoted or invoiced and shall be paid by the purchaser, and in the event LeBus is required to pay such duty or taxes, purchaser shall reimburse LeBus therefor, or in lieu of such payments, the purchaser shall provide LeBus at the time the order is submitted with an exemption certificate or other document acceptable to customs or tax authorities. When the price includes cost of transportation or field services, it is based on the lowest prevailing transportation rates and facilities, and service rates at the time the price is established. In the event of any change in such rates or facilities prior to time of shipment or performance of services, the price shall be modified accordingly.

Consequential Damages:

Under no circumstances shall LeBus be liable for any consequential or contingent damages.

General:

Unless otherwise specifically agreed, LeBus will furnish invoices and shipping documents as specified in the purchaser's order but no other provision of the purchaser's order shall be binding on LeBus or be applicable to this sale, unless such provisions are made a part of LeBus' written quotation from which purchaser's purchase order is issued.

LeBus Proprietary Interests-Patented Articles

Delivery to purchaser of any item manufactured under LeBus owned and/or controlled Letters Patent does not give purchaser any right, license or authority to reproduce said item for purchaser's use or sale, but does not limit or restrict purchaser from making nominal repairs to said item when the item has become worn or damaged beyond its intended use.