



Hotstart Purchase Order Terms and Conditions

These Purchase Order Terms and Conditions ("Terms") apply to all goods and services provided by the Supplier to Hotstart, Inc. ("Buyer"), a manufacturing company headquartered in the State of Washington, under any purchase order ("Order"). By accepting the Order, Supplier agrees to comply with the following Terms:

1. **Acceptance of Purchase Order**

The Supplier's acknowledgment, shipment of goods, or commencement of services constitutes acceptance of the Order and these Terms. Any additional or differing terms proposed by the Supplier are rejected unless agreed to in writing by the Buyer.

2. **Price and Payment**

Prices are fixed as stated in the Order. Any price increase must be authorized in writing by the Buyer. Payment terms are net 30 days from receipt of a valid invoice and acceptance of the goods or services unless specified otherwise in writing. Invoices must include the Order number and description of goods/services.

3. **Delivery**

Time is of the essence. Supplier must deliver the goods or provide the services by the delivery date specified in the Order. Early or partial deliveries are subject to Buyer's approval. If Supplier fails to meet the delivery date, Buyer reserves the right to cancel the Order without liability, obtain substitute goods or services, and charge the Supplier for any additional costs incurred.

4. **Shipping and Risk of Loss**

Unless otherwise specified, all goods are shipped F.O.B. destination. Title and risk of loss pass to Buyer upon delivery and acceptance at the designated location. Supplier is responsible for proper packaging to prevent damage during shipment.

5. **Inspection and Rejection**

All goods and services are subject to Buyer's inspection and approval within a reasonable time after delivery. If the goods or services do not conform to the Order or these Terms, Buyer may reject them and, at its option, return the goods at Supplier's expense, require correction, or procure replacements at Supplier's cost.

6. **Buyer's Property**

All equipment, drawings, blueprints, fixtures, tools, etc charged by Supplier to Buyer are the property of Buyer and shall be delivered to Buyer upon request. All component materials shipped by Buyer to Supplier for performance of a service also remain the property of Buyer and shall be returned to the Buyer at any time upon request.

7. **Confidentiality and Proprietary Information**

All plans, drawings, specifications, documents, and all additional information provided to the Supplier in connection with the performance of this contract contain proprietary information and will be held confidential by the Supplier. The Supplier will not use any of the information provided for any purpose other than the purpose specified under this contract. The Supplier will also keep confidential all terms of this contract, including, without limitation, all pricing.

8. **Warranties**

Supplier warrants that all goods and services will:

- Conform to the specifications, drawings, samples, or descriptions provided by Buyer.
- Be free from defects in material and workmanship.
- Be fit for the intended purpose.
- Comply with all applicable laws and regulations.

Supplier agrees to promptly repair or replace, at Buyer's option, any defective goods or services at no cost to Buyer.

9. **Changes**

Buyer may request changes to the Order in writing, including changes to the specifications, quantities, or delivery schedule. Supplier must notify Buyer of any changes in cost or delivery resulting from such changes, and any adjustments must be agreed upon in writing before proceeding.

10. **Compliance with Laws**

Supplier must comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to environmental, labor, and safety laws. Supplier also agrees to comply with Buyer's policies as communicated in writing.

11. **Equal Opportunity**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

12. **Indemnification**

Supplier agrees to indemnify, defend, and hold harmless Buyer, its affiliates, and customers from any claims, liabilities, damages, or expenses arising out of Supplier's breach of these Terms, including product defects, non-compliance with laws, or negligence.

13. **Confidentiality**

Supplier agrees to keep confidential all information related to the Order, including drawings, specifications, or other proprietary information, and not to disclose it to third parties without Buyer's written consent.

14. **Termination for Convenience**

Buyer reserves the right to terminate the Order, in whole or in part, at any time for its convenience. Upon receiving notice of termination, Supplier must stop work and minimize any further costs. Buyer will pay for all conforming goods or services delivered up to the termination date.

15. Termination for Cause

Buyer may terminate the Order for cause if Supplier fails to comply with these Terms or fails to deliver conforming goods or services on time. In such cases, Buyer may recover any costs incurred in obtaining substitute goods or services.

16. Force Majeure

Neither party will be liable for delays or non-performance due to causes beyond its reasonable control, including but not limited to natural disasters, war, or government actions. The affected party must promptly notify the other party and take reasonable steps to minimize any delay.

17. Governing Law and Dispute Resolution

These Terms and any disputes arising from the Order will be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflicts of law principles. Any disputes will be resolved through negotiation in good faith. If negotiation fails, disputes will be subject to binding arbitration in Spokane County, Washington.

18. Entire Agreement

The Order, together with these Terms, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings. Any amendments or modifications must be in writing and signed by both parties.

By accepting this Order, Supplier agrees to these Terms.