

# Purchase Order Terms & Conditions



Common Purpose. Uncommon Commitment.

These terms and conditions apply to all Purchase Orders issued by any member of the CUNA Mutual Group ("CUNA Mutual"), [defined as CUNA Mutual Insurance Society, CUNA Mutual Life Insurance Company, and all entities in which those two corporations, directly or indirectly, jointly or individually, own or control at least a forty per cent (40%) equity interest]. CUNA Mutual Group is also referred to herein as "Buyer." Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, the goods described in a CUNA Mutual Purchase Order ("P.O.") upon the following terms and conditions:

1. **Description--Sale of Goods.** Seller shall transfer ownership and deliver possession of the goods to Buyer. Buyer shall have five (5) days to accept or reject the goods delivered based upon their conformity with the order.
2. **Time of Delivery.** The date of delivery shall be as specified on CUNA Mutual Purchase Order. Time is of the essence.
3. **Delivery.** Buyer shall have the right to demand all of the goods at one time or in portions from time to time. The goods shall be delivered F.O.B. Buyer's loading dock at the specified shipping address.
4. **Seller to Package Goods.** Seller will package goods in accordance with industry standards relative to the goods shipped.
5. **Risk of Loss.** Risk of loss of the goods shall pass to the Buyer upon delivery to Buyer.
6. **Title.** Title to the goods shall remain with the Seller until acceptance by Buyer.
7. **Warranties/Disclaimer.** Seller warrants that the goods are merchantable and as described on the other side, that Seller will convey good and merchantable title to the goods to Buyer upon Buyer's receipt of possession of the goods, that the goods are free from defect of material or workmanship, and strictly conform to the specifications, drawings, and/or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the Buyer. No other express warranty is made with respect to the goods. THE SELLER DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
8. **Intellectual Property.** Seller agrees to defend, indemnify, and hold Buyer harmless from and against all claims, judgments, suits, controversies, demands, liabilities, costs, and expense (including attorneys fees), arising out of or related to any claim that the goods or materials furnished by Buyer under this order infringe or allegedly infringe any patent, trademark, copyright, or other proprietary right of a third party enforceable in the United States.
9. **Price.** The price to be paid by Buyer shall be that specified on CUNA Mutual Purchase Order.
10. **Supplier Documentation.** Supplier documentation including receipts, sales orders, packing lists, carton labels, invoices and all other correspondence affecting Buyer's ability to process the Purchase Order shall conform to CUNA Mutual's "Supplier Documentation Standard."
11. **Time of Payment.** Unless otherwise stated on CUNA Mutual Purchase Order, Buyer shall pay the amount specified for the goods and applicable sales taxes within thirty (30) days of acceptance and receipt of an invoice for the goods.
12. **Right of Inspection.** Buyer shall have 5 days to inspect the goods at the time and place of delivery before paying or accepting them, or rejecting them.
13. **Method of Payment.** Payment shall be made in cash, check, credit card, electronic funds transfer or otherwise, at Buyer's discretion.

14. **Contingencies.** Neither party hereto shall be liable to the other for default or delay in delivering or accepting goods hereunder if caused by fire, labor dispute, terrorism, riot, war, act of God, delay of carriers, governmental order or regulation, power outages and/or any other similar or different contingency beyond the reasonable control of the respective parties.
15. **Interpretation--Parol Evidence.** A Purchase Order., once accepted, is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract without further definition, the definition contained in the Code is to control.
16. **Remedies.** Buyer and Seller shall have all remedies afforded each by the Uniform Commercial Code.
17. **Compliance.** In performance of and fulfillment of a Purchase Order, Seller agrees to comply at all times with all applicable Federal, State and local laws, statutes, ordinances, rules, and regulations.
18. **Modifications.** This contract can be modified or rescinded only by a writing signed by both of the parties or by their duly authorized agents.
19. **Waiver.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
20. **Contract.** The parties agree that a Purchase Order., once accepted, shall be a contract made in and governed by the laws of the State of Wisconsin, and that suits, if any, must be brought in Wisconsin State or Federal Court, and shall be governed by the Uniform Commercial Code as adopted in the state of Wisconsin as effective and in force on the date of this contract.
21. **Delegation.** No delegation of any obligation owed, or of the performance of any obligation, by either Buyer or Seller shall be made without the written permission of the other party.
22. **Acceptance.** Buyer reserves the right to revoke this offer at any time before acceptance. THIS IS NOT A FIRM OFFER. Acceptance of this offer must be made on its exact terms and if additional or different terms are proposed by Seller, Seller's response shall constitute a counteroffer.
23. **Strict Construction.** The parties acknowledge that the terms of this contract are intended to express the mutual intent of the parties and no rule of strict construction shall be applied against either party.

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