



# Purchase Order Terms and Conditions

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The following terms and conditions apply to and are an integral part of all Cody Laboratories Purchase Orders

## General

Conflicting or deviating conditions of delivery by the Seller or reservation made by the Seller shall not be deemed accepted unless Cody Laboratories Inc. (hereafter Cody Labs) has expressly accepted them in writing for a specific purchase order.

Acceptance and/or shipment against a Cody Labs purchase order constitutes acceptance of these terms and conditions.

Cody Labs requires confirmation of purchase orders. Confirmation may be via fax, verbal, or email.

All orders must be FOB Cody, unless otherwise specified in a signed document or agreement.

## Order

Shipment of the purchase order by the seller shall constitute acceptance of the following:

Payment terms are Net 30, unless specifically detailed in the purchase order or agreement.

Seller warrants compliance with the Federal Food, Drug, and Cosmetic Act and all other Federal, State, and local laws and regulations. Note: See below (UCC code 2-608 and 2-326)

Cody Labs requires inclusion as a named insured on supplier's product liability insurance coverage.

Cody Labs requires all suppliers to provide a continuing guarantee statement covering all materials sold to Cody Labs.

All material must have a 75% of its maximum shelf life remaining at the time of delivery.

Contractors must provide proof of Workers Compensation Insurance prior to commencing activities.

Suppliers must comply with any packaging requests specified on the purchase order.

The purchase order is the contract -unless a separate vendor agreement or other mutual document referred to in the purchase order has been signed by both parties.

## Price

Seller agrees to prices and fees upon acceptance of Cody Labs purchase order. Increases in price shall be communicated in writing to Cody Labs within 3 (three) days of receipt of a purchase order. Additional charges after confirmation of purchase order are for the sellers account.

All prices shall be FOB Cody Laboratories.

## Specifications

All material must meet or exceed Cody Labs product/material specifications. Cody Labs product specifications are available upon request. Material which fails to pass Cody Labs specifications shall be returned, including sampled containers, for full credit or replacement, including freight charges.

A Certificate of Analysis must accompany the shipment or be forwarded to the purchasing department prior to shipment.

Purchase order number(s) must appear on the packing slip, bill of lading and invoice.

Invoices must be sent to: Accounts Payable: [AP@codylabs.com](mailto:AP@codylabs.com), and may be copied to Purchasing Judy Allshouse [judy@codylabs.com](mailto:judy@codylabs.com). In the event of no email can be sent, please mail invoices to: Cody Laboratories, Inc. 601 Yellowstone Ave., Cody, WY 82414 to the attention of "Accounts Payable".

All hazardous material must be scheduled for delivery.

## Assignments

Purchase orders are personal to vendor or seller of record. Seller shall not sell, assign, transfer or encumber another party in fulfillment or obligations of material or services without written consent by Cody Laboratories Inc.