



Nelson Irrigation Corporation



848 Airport Road, Walla Walla, WA 99362-2271

STANDARD PURCHASE ORDER TERMS & CONDITIONS

INVOICES

Nelson Irrigation Corporation may adjust the amount due on any invoice for shortage, rejection, or revocation of acceptance. Any cash discount period available to Nelson Irrigation Corporation shall commence on the date of receipt of the merchandise or the date of receipt of the invoice. Seller shall clearly identify the original purchase order number on any delivery including backordered items.

DELIVERY AND SHIPPING

If Seller fails to deliver as and when specified, Nelson Irrigation Corporation reserves the right to cancel the order, or any part thereof, without prejudice to any other right or remedy it may have, not excluding rights to quantity pricing, discounts, or freight policy as stated on the purchase order. Seller diligently shall notify Nelson Irrigation of any conditions that will cause delay of delivery and the length of the delay.

Seller agrees to make all shipments as specified in a purchase order, including the use of the carrier and the routing, if stated, and to the exact destination required. Seller shall not charge for any packing containers, loading, or draying, unless otherwise authorized by this order. Seller further agrees to pack, mark, and describe all merchandise to obtain the lowest rate under freight or express classifications, except when Nelson Irrigation Corporation otherwise specifies, and any additional costs arising from failure to comply with this provision shall be charged to the Seller's account.

Seller agrees promptly to mail all bills of lading and shipping receipts to Nelson Irrigation Corporation on the date of shipment or include them with the shipment.

INDEMNIFICATION

If any article or product sold and delivered under a purchase order is covered by any patent, copyright, or application thereof, Seller agrees to indemnify Nelson Irrigation Corporation from any and all loss, cost or expense, including attorneys' fees, on account of any claims, suits, or judgments for use or sale of the article or product in violation of rights under the patent, copyright, or application.

Seller further agrees to indemnify Nelson Irrigation Corporation, including its officers, agents, and employees, from any and all loss, cost, or expense, including attorneys' fees, which arise out of the furnishing of goods or services under a purchase order, including any and all claims arising from injury or death.

WARRANTIES

Seller warrants that all articles and products delivered under a purchase order shall be free from defect of material or workmanship, and further warrants their merchantability within the meaning of section 3-314 of the Uniform Commercial Code.

Seller also warrants that the design of all equipment conforms to regulations of the Federal Occupational Safety and Health Act and other applicable federal and state laws at the time of delivery. Nelson Irrigation Corporation waives none of the warranties available to it, either by express promise or implication.

CHANGES

Nelson Irrigation Corporation shall have the right at any time before completion of the order to make changes in quantities, in drawings and specifications, in delivery schedules, and in methods of shipment and packaging. If such changes cause an increase or decrease in prices, or in the time required for performances, Seller shall promptly notify Nelson Irrigation Corporation thereof, and an equitable adjustment shall be made. Changes shall not be binding upon Nelson Irrigation Corporation unless evidenced by a purchase order change notice issued by an authorized purchasing agent of Nelson Irrigation Corporation.

MODIFICATION WAIVER

No valid waiver of any provisions contained herein shall occur unless made in writing and signed by an authorized officer of Nelson Irrigation Corporation. Failure of Nelson Irrigation Corporation to insist upon strict performance or to object to any attempted modification shall not constitute waiver of any of the provisions in a purchase order. Nelson Irrigation Corporation reserves the right to insist at any time on strict compliance with the terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

APPLICABLE LAW

The exercise of any right or remedy herein shall be without prejudice to the right of Nelson Irrigation Corporation to exercise any other right or remedy provided herein, or at law, or in equity. The laws of the State of Washington shall govern the relationship between Nelson Irrigation Corporation and the Seller. In addition, Nelson Irrigation Corporation shall have available to it all the rights and remedies provided by the Uniform Commercial Code.

CONTRACT AND AGREEMENT

Seller signifies its agreement with all of the above terms and conditions by accepting and filling a Nelson Irrigation Corporation purchase order. A purchase order shall be considered a binding agreement unless specifically contested by the Seller.

Seller should keep these Terms and Conditions on file as they will not be sent with each individual purchase order.

These terms and conditions shall remain in effect until otherwise notified by Nelson Irrigation Corporation.

11/18/02

innovation in irrigation™

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