

GENERAL TERMS AND CONDITIONS FOR ALABAMA STATE PORT AUTHORITY

1. ACCEPTANCE

This Purchase Order ("PO") constitutes an offer to purchase goods and/or services subject to these Terms and Conditions. Acceptance of this PO is

limited to these terms. Any additional or different terms proposed by Seller are rejected unless expressly agreed to in writing by Buyer.

2. DELIVERY

Time is of the essence. Seller shall deliver goods/services on or before the delivery date specified in the PO. Late delivery may result in rejection of

goods, cancellation of PO, or other remedies available to Buyer.

3. PRICE AND PAYMENT

Prices are firm and include all applicable taxes, duties, and charges unless otherwise specified. Payment terms are Net 30 days from receipt of goods

and proper invoice, unless otherwise stated in the PO. The Buyer has the right to withhold payment to goods and services.

4. QUALITY AND INSPECTION

All goods must conform to specifications, drawings, samples, or descriptions furnished or specified by Buyer. Buyer reserves the right to inspect goods

upon delivery and reject non-conforming items.

5. WARRANTY

Seller warrants that all goods will be free from defects in material and workmanship, conform to specifications, and be fit for their intended purpose for a

period of one (1) year from delivery.

6. COMPLIANCE

Seller shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this PO.

7. INTELLECTUAL PROPERTY

Seller warrants that goods do not infringe any patent, trademark, copyright, or other intellectual property rights of third parties.

8. LIMITATION OF LIABILITY

Buyer's liability is limited to the purchase price of the goods. Neither party shall be liable for indirect, incidental, or consequential damages.

9. FORCE MAJEURE

Neither party shall be liable for delays or failures in performance due to causes beyond their reasonable control, including acts of God, war, terrorism, or government action.

10. GOVERNING LAW

This PO shall be governed by the laws of [State/Province] without regard to conflict of law principles.

11. CANCELLATION

Buyer may cancel this PO at any time with written notice. Seller shall be compensated only for conforming goods delivered and accepted prior to cancellation.

12. CONFIDENTIALITY

All information exchanged in connection with this PO shall be treated as confidential and not disclosed to third parties without prior written consent.

By accepting this Purchase Order, Seller agrees to be bound by these Terms and Conditions.