

ARTISAN®
TECHNOLOGY GROUP

Your **definitive** source for quality pre-owned equipment.

Artisan Technology Group
(217) 352-9330 | sales@artisantg.com | artisantg.com

Full-service, independent repair center
with experienced engineers and technicians on staff.

We buy your excess, underutilized, and idle equipment
along with credit for buybacks and trade-ins.

Custom engineering
so your equipment works exactly as you specify.

- Critical and expedited services
- In stock / Ready-to-ship
- Leasing / Rentals / Demos
- ITAR-certified secure asset solutions

Expert team | Trust guarantee | 100% satisfaction

All trademarks, brand names, and brands appearing herein are the property of their respective owners.

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ARTISAN TECHNOLOGY GROUP PURCHASE ORDER STANDARD TERMS & CONDITIONS

1. DEFINITIONS. Seller is the supplier or vendor of goods or services. Buyer is Artisan Technology Group.
2. SELLER TO PACKAGE GOODS. All material shall be suitably packed, marked and shipped as designated by Buyer in accordance with the requirements of common carriers in a manner to secure lowest transportation cost, and no additional charge shall be made to Buyer therefore unless otherwise stated herein.
   a. Each shipping container shall be clearly and permanently marked with the following: (1) Seller's name and address; (2) Buyer's name, address, and purchase order number; (3) Container number and total number of containers, e.g. box 1 of 4 boxes and (4) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless specifically otherwise provided.
   b. F.O.B. point and cash discount terms must be shown on all invoices.
   c. Transportation must be prepaid on all shipments to which delivered price applies.
   d. Charges for prepaid transportation must be substantiated by attaching the original transportation bill to the invoice, receipted by the carrier.
   e. This order may not be filled at prices higher than those last charged or quoted for the same material without notification and acceptance by Buyer of the advanced prices.
   f. No charges for packing, packaging, or drayage will be accepted except by express agreement to such charges.
   g. Drafts against Buyer will not be honored, nor C.O.D. shipments accepted, except by express agreement to that effect.
   h. Shipments for which Buyer is responsible for transportation charges must be properly described on the bill of lading to obtain the lowest applicable charge. The lowest valuation available must be declared when the carrier offers released valuation rates
   i. Disassembly of equipment must be authorized by Artisan Technology Group in writing.
   j. Equipment must arrive at destination in same condition as when picked up at origin.
3. PICKUP AND DELIVERY SCHEDULES. Time is of the essence on this order and deliveries are to be made in quantities and at times specified in schedules furnished by Buyer. Buyer will have no liability for payment for material, services, or items delivered to Buyer which are in excess of quantities or services specified in the purchase order. Buyer may from time to time change delivery schedules, service schedules, or direct temporary suspension of scheduled shipments or services. Acceptance by Buyer of late delivery of either the whole or part of the order shall not constitute a waiver of any claim for damages which Buyer may have arising from and out of such late delivery. Goods shipped to Buyer in advance of delivery schedule, without express written consent of Buyer, may be returned to Seller at Seller's expense.
4. CONTRACT. This order becomes a binding contract on the terms set forth herein when accepted by Seller by (1) giving Buyer a formal written acknowledgement hereof, (2) Seller's receipt of any payment, progress, partial or full, from Buyer under this order, or (3) the commencement by Seller of any of the work called for by this order. Seller shall give notice of acceptance with a reasonable time after commencement of work. Acceptance of this offer is expressly limited to the terms of this order and any additional terms contained in Seller's acknowledgement of the order, and any alterations in this order, shall have no force or effect and that Seller by such acceptance thereby agrees that any such provisions therein or any such alterations in this order shall not constitute any part of the contract resulting from Seller's acceptance of this order. This order in nonassigneable by Seller. If any term or provision of this order or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this order, or the application of such term or provision to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby and each term and provision of this order shall be valid and be enforced to the fullest extent permitted by law.
5. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.
6. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and accepts the goods at the point or points of delivery. Seller warrants that he/she is the lawful owner in every respect of all of the described property and that it's free and clear of all liens, security agreements, encumbrances, claims, demands, UCC-1 Filings and charges of every kind whatsoever. Seller shall warrant and defend the title to all of the described property to buyer forever against every person lawfully claiming the described property or part of it.
7. RIGHT OF INSPECTION. All material or services shall be received subject to Buyer's inspection and acceptance or rejection. In case any of the material or services is found to be defective or otherwise not in conformity with the requirements of this order, Buyer shall have the right to reject the same or require that such material or services be corrected or replaced promptly with satisfactory material or services. If Buyer so rejects the material or services or if Seller, when requested by Buyer, fails to proceed promptly with the replacement or correction thereof, Buyer either may terminate this order for default or may replace or correct such material or services and in either event may charge Seller the cost of damages occasioned Buyer thereby. Rejected defective material or services or rejected material or services not in accordance with Buyer's specifications will be held for Seller's instructions and at Seller's risk and expense and, if Seller so directs, will be returned at Seller's expense. Unless Buyer, at its option, notifies Seller to the contrary, no material or services returned as defective shall be replaced without a new order. Payment for material or services on this Order prior to inspection shall not constitute an acceptance thereof.
8. REMEDIES AND APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Buyer and Seller shall have all remedies afforded each by said laws.
9. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of goods must fully comply with all provisions of this contract as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
10. FORCE MAJEURE. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this contract are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent. In no event shall lack of finances be considered as cause beyond control of a party.
11. WARRANTIES. Seller expressly warrants that all the material and work covered by this order will conform to the specifications, drawings, samples, or other description furnished or specified by the Buyer, and will be merchantable of good material and workmanship and free from defects. Seller expressly warrants that all material covered by this order which is the product of Seller, or is in accordance with Seller's specifications, will be fit and sufficient for the purposes intended, will be free from defects in design, and will be merchantable.
12. MODIFICATIONS. This Agreement can be modified or rescinded only by a writing signed by both parties.
13. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
14. INTERPRETATION-PAROL EVIDENCE. This writing 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. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Whenever a term defined by the Uniform Commercial Code is used in this Agreement, the definition contained in the Code is to control.
15. TERMINATION FOR DEFAULT. In the event that the Seller shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the Buyer may notify the Seller in writing of such failure and demand that the same be remedied within 3 days. Should the Seller fail to remedy the same within said period, the Buyer shall then have the right to terminate this Agreement.
16. INDEMNIFICATION, INSURANCE. In the event Seller, its employees, agents or subcontractors enter premises occupied by or under the control of Buyer or its customers in the performance of this order, Seller will indemnify and hold harmless Buyers, its customers and their officers and employees from any loss, cost, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind, occasioned in whole or in part by the actions or omissions of Seller, its employees agents, or subcontractors, and Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the obligations set forth above and will maintain proper workmen's compensation insurance covering all employees performing this order. Seller shall provide written evidence of such insurance upon request of Buyer. While on the premises of Buyer, Seller and its employees shall comply with all statutory and governmental safety and health regulations, and with the safety, health and plant, regulations of Buyer.
17. INDEPENDENT CONTRACTOR. Seller agrees that the relationship established by this order constitutes Seller as an independent contractor, and that no tax, assessment or legal liability of Seller, or of Seller's agents or employees, becomes, by reason of this order, an obligation to the Buyer.
18. NO WAIVER. No waiver by Buyer of any breach of the provisions of this Agreement by the Seller shall in any way be construed to be a waiver of any future breach or bar the Buyer's right to insist on strict performance of the provisions of the Agreement.
19. TERMINATION. Buyer may by written notice, stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. Buyer shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by Buyer, with respect to the undelivered or unacceptable portion of this order, provided compensation hereunder shall in no event exceed the total order price.
20. CANCELLATION. Buyer reserves the right to cancel all or any part of the undelivered portion of this order if seller does not make deliveries or provide services as specified in the schedules as promised, or if Seller breaches any of the terms hereof, including the warranties of Seller, said rights to cancellation to be exercised by Buyer without penalty.
21. LABOR DISPUTES. Seller shall give prompt notice to Buyer of any actual or potential labor dispute which delays or may delay performance of this order.
22. CANCELLATION FOR LACK OF FUNDING. This contract may be canceled without any further obligation on the part of Buyer in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. Seller shall be notified in writing of such non-appropriation at the earliest opportunity.
23. PAYMENT TERMS. Unless otherwise stated on the face of this document, the payment terms for this Agreement are Net 30 days. Any delays in payment are usually attributable to one of the following: failure of the supplier to submit an invoice to Accounts Payable, dissatisfaction of the order delivered or services rendered by the supplier, and a variance of the dollar amounts on the purchase order, the receiver, and the invoice. Any claims for interest must be substantiated by copies of documents that show the date of the valid purchase order, the date a correct invoice was delivered to Accounts Payable, and the date an order was delivered to the requesting department. The Buyer may adjust the interest period, or deny the interest claim, based upon their documentation that there was no valid purchase order, that an incorrect invoice was submitted, that the order delivered was not satisfactory, or that the dates of any event were other than as claimed.
24. INSOLVENCY. The Buyer shall have the right to terminate this contract at any time in the event Seller files a petition in bankruptcy, or in adjudicated bankrupt; or if a petition in bankruptcy is filed against Seller and not discharged within thirty (30) days; or if Seller becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Seller or its business.
25. ADVERTISING. Seller agrees that it will not use Artisan Scientific Corporation, Artisan Technology Group, or any of its names or trademarks in any Seller advertising.

This contract represents the complete and exclusive final agreement of the parties hereto with respect to the subject matter of this contract and supersedes any prior or contemporaneous oral, written, or implied agreements with respect thereto. This contract may not be modified except by a writing signed by all the parties hereto. No modification will be affected by any contract term or condition set forth in any of Buyer's orders, documents, or correspondence.

Artisan Technology Group is an independent supplier of quality pre-owned equipment

Gold-standard solutions

Extend the life of your critical industrial, commercial, and military systems with our superior service and support.

We buy equipment

Planning to upgrade your current equipment? Have surplus equipment taking up shelf space? We'll give it a new home.

Learn more!

Visit us at **artisantg.com** for more info on price quotes, drivers, technical specifications, manuals, and documentation.

Artisan Scientific Corporation dba Artisan Technology Group is not an affiliate, representative, or authorized distributor for any manufacturer listed herein.

We're here to make your life easier. How can we help you today?

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