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1. Definitions: Purchaser as used in these Terms and Conditions means, either individually or collectively depending on the product or service ordered Erie Indemnity Company, Erie Insurance Exchange, and/or any or all of the entities collectively known as Erie Insurance or Erie Insurance Group.
2. Quantities: Shipments must equal exact amounts ordered unless otherwise agreed in writing by Purchaser.
3. Acceptance: Commencement of performance pursuant to this purchase order constitutes acceptance by the Seller. By acceptance of this order, Seller agrees to be bound by, and comply with, all the terms and conditions of this order, and all specifications and other documents referred to in this purchase order.
4. Deliveries. Time is of the essence. In the event Seller for any reason anticipates difficulty in complying with the required delivery date or in meeting any of the other requirements of this purchase order, Seller shall promptly notify Purchaser in writing. If Seller does not comply with Purchaser's delivery schedule, Purchaser may require delivery by fastest method and charges resulting from the premium transportation must be fully prepaid by Seller. If deliveries are not made at the time agreed upon, Purchaser reserves the right to cancel or to purchase elsewhere, and hold the Seller accountable for any additional costs.
5. Inspection and Rejection: Final inspection shall be on the Purchaser's premises unless otherwise agreed in writing. If any goods are rejected as defective or as not conforming to the requirements of this purchase order, including any applicable drawings or specifications, Purchaser may return the defective goods at Seller's expense, including transportation and handling costs.
6. Warranty: Seller warrants all goods or services delivered hereunder will be of merchantable quality, to be free from defect of material or workmanship, and will be fit for the particular purposes for which they were purchased and that all goods and services provided hereunder conform strictly to the specifications, drawings, or sample specified or furnished. This warranty will survive any inspection, delivery, acceptance or payment by Purchaser for the goods or services. Seller warrants that all goods or services sold hereunder will be free of any claim of any nature by any third person and that Seller will convey clear title thereto to Purchaser.
7. Freight: FOB Ship Point.
8. Changes: Purchaser shall have the right to make changes as to packing, testing, destinations, specifications, designs, quantities, method of shipment, and delivery schedules (postponements only). Seller shall immediately, within five [5] days, notify Purchaser in writing of any increases or decreases in actual costs caused by such changes and an equitable adjustment in prices or other terms hereof shall be agreed upon in a written amendment to this purchase order
9. Cancellation: Purchaser can cancel its contract with Supplier upon thirty [30] written days notice without penalty, including but not limited to, early termination fees. Purchaser will pay for goods and services provided prior to the termination date.
10. Ownership: Purchaser owns any material created for and paid for by Purchaser. Seller shall use the drawings and specifications only in connection with this purchase order and shall upon Purchaser's request or upon completion of this purchase order, promptly return all drawings and specifications.
11. Limitations of Liability: Except for claims involving breach of confidentiality, infringement or willful misconduct, neither party shall be liable to the other party for consequential damages arising out of the Agreement.
12. Confidentiality: Both parties, their affiliates and sub-contractors agree to keep any information obtained from the other party confidential with the standard carve-outs. Violation of this provision is a material breach of the contract.
13. Independent Contractor: Both parties are independent contractors and are not each other's agent, partner or joint venture.

14. Assignment or Sub-contracting: Neither party may assign or sub-contract any of the rights or obligations of the contract without the written permission of the other party.
15. Indemnification: Seller agrees to indemnify, defend and hold Purchaser, its directors, officers, employees and affiliates harmless from and against any and all claims, losses and expenses resulting from personal injury or damage to property that arises out of defects in the goods furnished or which may arise in any other way out of the furnishing of goods or services hereunder, unless caused by the negligent or willful act of Purchaser. Seller further agrees to indemnify Purchaser for any intellectual property claims brought by a third party alleging infringement.
16. Use of ERIE's name: Suppliers may not use Purchaser's name or logo in any advertising, marketing material or the like.
17. Termination: Either party can terminate upon bankruptcy of the other party or a material breach that is not remedied within ten [10] business days.
18. Insurance: Purchaser shall be named as additional insured on a Seller's insurance policies. The types of insurance and limits may vary depending upon the product or service being purchased. The general limits that Purchaser requires: Professional Liability \$5M, Workers Compensation in any state that service might be performed, Employer Liability \$1M, General Liability \$5M, Comprehensive Auto SSM.
19. Force Majeure: Neither party is responsible for non-performance due to an act of God, war, natural disaster, or other events beyond the party's reasonable control.
20. Applicable Law and Jurisdiction: This purchase order shall be governed by the laws of the Commonwealth of Pennsylvania and any action arising out of this purchase order shall be brought in Pennsylvania courts.
21. Payment terms: Payment term calculations will be determined based on receipt date of the invoice. Overall invoicing requirements are stated on [ERIE's Sourcing & Vendor Management website](#).