**PURCHASE ORDER TERMS & CONDITIONS FOR FLEXORA LLC**

THESE TERMS & CONDITIONS APPLY TO EACH AND EVERY ORDER PLACED BY FLEXORA LLC WITH YOUR COMPANY (“SUPPLIER”), EVEN IF THESE TERMS & CONDITIONS ARE NOT ATTACHED TO A PARTICULAR PURCHASE ORDER. ANY DIFFERING TERMS SENT OR DELIVERED BY SUPPLIER SHALL NOT APPLY. BY ACCEPTING A PURCHASE ORDER AND DELIVERING ANY FILM PRODUCT (THE “PRODUCT”), SUPPLIER AGREES TO THESE TERMS & CONDITIONS.

**1. Design and Specifications**

Flexora LLC will provide the required film specifications, including resin blend, gauge, width, print desing, winding format, core size, roll length, and packaging configuration (“Specifications”). Supplier is responsible for reviewing and confirming it can meet all Specifications for each Purchase Order. If Supplier does not object in writing within forty-eight (48) hours of receiving a Purchase Order, it will be deemed to have accepted the Specifications, and confirmed that it can fulfill the order using proper equipment, materials, and capacity.

**2. Supplier Duties and Obligations**

Supplier shall manufacture, process, slit, print, package, and ship all film in accordance with the Specifications and in line with industry best practices. Only materials specifically approved or ordered by Flexora LLC may be used; substitutions must receive prior written approval. If Supplier deviates from approved materials or processes without authorization, Flexora LLC is not liable for payment.

Supplier acknowledges that non-conforming film—such as incorrect gauge, off-spec printing, improper winding, or contamination—can cause production line disruptions or customer loss. In such cases, Supplier may be held liable for:

* Financial damages (e.g., lost profits, lost customers).
* Reputational harm to Flexora LLC.
* Costs associated with transitioning customers.

Supplier guarantees all delivered film for a period of one (1) year. For any defective or non-conforming film, Supplier shall reimburse Flexora LLC for all costs related to removal, disposal, admin time, freight, labor, and replacement materials.

Flexora LLC is not responsible for any costs related to film produced incorrectly, regardless of whether Supplier reprints or replaces the material.

**3. Timing for Production**

Time is of the essence. All films/products must be produced and shipped within the lead time stated in the Purchase Order. If Supplier cannot meet that timeline, it must notify Flexora LLC in writing within forty-eight (48) hours of receiving the order.

**4. Term and Termination**

Barring breach, either party may terminate the business relationship with sixty (60) days written notice. Immediate termination is permitted in the case of Supplier’s default or failure to meet Specifications or delivery commitments.

**5. Packing and Shipping**

All film/products must be securely wrapped, palletized, and labeled to prevent damage during shipment. Supplier must use heavy duty corrugated box- 9when appropriate) along with support to keep cores from crushing, each roll must be wrapped in a poly wrap for protection. A label must be affixed to the outside of each roll - The label should include the following information: Roll Number, Footage per Roll, Date of Production.

Supplier is responsible for compliance with all applicable shipping regulations. All damage, penalties, or fines caused by improper shipping or labeling shall be paid by Supplier. Supplier must email packing lists, shipping confirmations, and invoices with each shipment.

**6. Non-Circumvention**

Supplier shall not contact or conduct business directly with Flexora LLC’s customers or prospective customers, nor attempt to bypass Flexora LLC in any way.

**7. Title and Risk of Loss**

Title and risk of loss remain with Supplier until the film is delivered to the carrier, F.O.B. Supplier’s facility.

**8. Non-Conforming Product**

Any film deemed non-conforming may be returned at Supplier’s cost. Supplier must replace defective or rejected film as quickly as possible. If Flexora LLC must perform rework (e.g., splicing, rewinding, sorting), Supplier will be invoiced for all related costs, including administrative time and storage fees. If Flexora is forced to source materials previously ordered from your company and your company has been unable to deliver correctly said materials Flexora may invoice for administrative time and costs of vendor failure. +/- acceptable waste rates should be discussed for each product and agreed to by Flexora and Vendor. These parameters will be outlined in each order.

**9. Confidentiality**

Supplier agrees to maintain strict confidentiality regarding Flexora LLC’s designs, formulations, specifications, customers, and related business information. Confidentiality obligations survive the business relationship.

**10. Intellectual Property**

All intellectual property developed or used in connection with Flexora LLC’s orders remains the exclusive property of Flexora LLC. Supplier waives all rights and assigns any intellectual property created while fulfilling orders to Flexora LLC.

**11. Contract Documentation**

Any conflicting terms in Supplier’s documents (e.g., invoices, quotes) are null and void. These Terms & Conditions govern all transactions unless otherwise amended in writing by Flexora LLC and Supplier.

**12. Governing Law and Venue**

These Terms & Conditions shall be governed by the laws of the Commonwealth of Pennsylvania. All disputes shall be resolved in Chester County Court of Common Pleas or the U.S. District Court for the Eastern District of Pennsylvania.

**13. Assignment**

Neither party may assign or transfer its rights or obligations without written consent of the other.

**14. Miscellaneous**

* **Headings** are for reference only.
* **Entire Agreement**: These Terms & Conditions constitute the complete agreement between the parties.
* **Severability**: If any provision is found invalid, the rest shall remain in effect.

**SUPPLIER:**
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_