

Terms & Conditions:

1. Applicable Contract Provisions:

a. "Buyer" means the entity issuing the Purchase Order, and any affiliates, subsidiaries, successors or assigns thereof. "Vendor" means the person, firm or company to whom the Purchase Order is addressed. "Order" means the purchase order issued by the Buyer for the supply of Materials or Services, which may be an oral communication, or a written or electronic document, and may also include particular shipping instructions and/or their specifications required by Buyer for the Materials or Services.

b. These terms and conditions, together with the Order, constitute an offer by the Buyer to purchase Materials or Services from Vendor pursuant to the terms and conditions described herein. This offer is not an acceptance or a confirmation of any previous offer or proposal from Vendor, and this offer shall be deemed to be a rejection of counteroffer with respect to any previous offer or proposal from Vendor. Acceptance of any shipment of the material or Services shall not be construed as an acceptance of any such previous offer or proposal or an acceptance of any different or additional terms proposed by Vendor.

c. This offer shall become an "Agreement" upon acceptance by Vendor. Vendor shall be deemed to have accepted this offer by commencement of performance called for the order, delivery of Materials to Buyer, or commencement of Services to Buyer, by written acceptance or confirmation of this Agreement, or by any other act or communication constituting legal acceptance, whether or not any such acceptance or confirmation purports to state terms additional to or different from stated herein. Buyer hereby expressly objects to and rejects any such additional or different provisions and note of such provisions shall be deemed to be a part of the Agreement unless specifically agreed to in writing by Buyer.

2. Sale of Materials and Services

a. Vendor agrees to sell, transfer, deliver Materials or to perform Services to Buyer for the purchase price set forth in the Order, subject to all of the covenants, terms and conditions hereof.

b. Buyer agrees to purchase the Materials, subject to all of the covenants, terms, and conditions hereof, and to pay Vendor the purchase price set forth in the Order. Typographical and other clerical errors in the Order are subject to correction. Buyer reserves the right at any time to modify the Order upon notice to Vendor. Upon such notice, Buyer and Vendor shall negotiate an equitable adjustment in price and/or time of performance. Buyer shall have the right to stop all or part of the work under the Order or cancel any future delivery of any Materials or Services upon notice to Vendor.

c. Vendor agrees to obtain from Buyer a purchase order number for any and all purchase orders of goods and/or services. Vendor further agrees to will clearly reference the purchase order on the applicable invoice(s). Vendor acknowledges that any invoice submitted to Buyer that does not clearly reference Buyer's corresponding purchase order number may be considered invalid by Buyer and may result in a delayed payment.

3. Purchase Price and Terms of Payment.

a. Materials shipped or Services performed against this Agreement shall be invoiced at the price set forth in the Order. Unless otherwise specified on the order, payment of the purchase price shall be due sixty-days after the later of the Buyer's receipt of Vendor's correct invoice for such shipment or the date on which the Materials or Services are received or completed by Buyer. Vendor agrees that it will take no adverse action against Buyer for any invoices not paid resulting from Vendor's failure to obtain or clearly reference purchase order number on the applicable invoice(s) or accurately invoice Buyer.

b. The purchase price for the Materials or Services shall include all taxes or other governmental charges due with respect to the Materials or Services. Buyer shall, however, pay for any taxes that it is statutorily require to pay. Vendor shall provide Buyer with documentation satisfactory to Buyer that established Buyer's statutory liability to pay such taxes. If Vendor fails to provide such documentation buyer shall not be obligated to pay any such taxes.

c. Vendor shall be responsible for all shipping and insurance costs, including without limitations to packing, crating, cartage and freight costs unless specified on agreement, contract, or lease.

4. Invoice Remittance

All invoices are to be emailed to Invoices@QuantixSCS.com or mailed to:

Quantix
Attn: Accounts Payable Dept.
9900 Corporate Campus Dr #3200
Louisville Kentucky 40223

Required Documents:

Please be sure to include Invoice & Packaging List.