



Purchase Order Terms and Conditions Rev. B

ORDERS:

Purchase Orders are not valid unless Order is officially documented and sent by Buyer. Buyer will not recognize claims based on verbal orders.

ACCEPTANCE:

This Order is given for immediate acceptance by the Seller. Unless promptly notified to the contrary, the Buyer will assume that the Seller accepts the Order as written and that Seller will make prompt delivery on or before the date specified.

PRICE AND PAYMENT:

Seller warrants that the prices for the articles sold the Buyer hereunder are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. In the event Seller reduces its price for such article during the term of this order, Seller agrees to reduce the prices hereof correspondingly. The price stated in this Order includes all charges for packaging, boxing, crating, special handling, and freight, F.O.B. destination. No modification or adjustment of the stated price may be made without the signed written agreement of Buyer. If the price is not stated on this Order, the price shall be the lower of the later price last quoted or paid, or the prevailing market price.

SHIPMENT, DELIVERY AND RISK OF LOSS:

If delivery is not made by the date indicated in this Order, Buyer may, in addition to its other rights, cancel this Order, without any liability whatsoever. If in order to comply with Buyer's required delivery date it becomes necessary for Seller to ship by a more expensive way than specified in this Purchase Order, any increased transportation costs resulting there from shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been caused by Buyer. Delivery shall be F.O.B. destination unless otherwise specified on the face of this Order. Delivery is not complete until the goods have been actually received and accepted the risk of loss or damage prior to completion of delivery shall be upon the Seller, and any such loss or damage to goods or materials ordered hereunder shall not release the Seller from any obligation hereunder.

IDENTIFICATION:

All Invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this Order shall contain the applicable order number. Packing Lists shall be enclosed in each and every box or package shipped pursuant to this Order, indicating the content of such boxes or packages.

WARRANTY:

Seller expressly warrants that all goods or services furnished under this agreement shall conform to all specifications, drawings, appropriate standards, samples or descriptions furnished to or by Buyer and will be new, free from defects in material or workmanship. Seller warrants that all goods or services furnished hereunder will be merchantable and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Seller knows or has reason to know the particular purpose for which Buyer intends to use the goods or services, Seller warrants that such goods or services will be fit for such particular purpose. All warranties express or implied, shall survive inspection, test, acceptance and use and shall insure to the benefit of the Buyer and its customers and users. Without any limitation of any other rights, goods or services not complying with warranties may be rejected in accordance with applicable provisions of these conditions.

CHANGES:

Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph.



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QUALITY ASSURANCE REQUIREMENTS:

Payment for the goods delivered hereunder shall not constitute acceptance thereof. Buyer shall have the right to inspect such goods and to reject any or all of said goods which are, in Buyer's judgment, defective, nonconforming or counterfeit. Seller must implement an adequate quality management system or equivalent to and shall comply with the latest published industry practices and applicable procedures specified by the Buyer.

Seller agrees to notify the Buyer of any nonconforming product and to obtain Buyer's approval for nonconforming product disposition. In the event Buyer receives goods whose defects or nonconformities are not apparent on examination, Buyer reserves the right to request replacement, as well as payment of damages.

Seller must also notify the Buyer of (a) changes in product and/or process; (b) changes of suppliers; (c) changes of manufacturing facility location; and (d) obtain Buyer's approval, where required. *Seller must also ensure that applicable requirements including customer requirements are communicated and flowed down to the supply chain.*

Seller also agrees that the Buyer, its customers and regulatory authorities, have the right of access to (a) applicable area of any Seller's facilities (or any facility of Seller's subcontractor(s)); (b) any level of the supply chain involved in the order; and (c) to all Seller's records relating thereto. Seller must confirm materials and components are purchased from original manufacturers to prevent use of counterfeit goods.

Upon request of the Buyer, Seller must be able to provide test samples for design approval, inspection/verification of products, investigation or auditing purposes. All quality records of the Seller, which includes but not limited to, Inspection & Test records, CofC (Certificate of Conformance), COA (Certificate of Analysis), Packing Slips, Invoices must be retained for a minimum of 10 years or if otherwise noted on the PO. Seller will securely destroy retained quality records after retention period is reached &/or by request of Buyer.

Nothing contained in this Order shall relieve in any way the Seller from the obligation of testing, inspection and quality control.

CODE OF CONDUCT:

Buyer abides by local, federal and state laws to safeguard our business contributions and maintain our ethical standards. Seller shall comply with all applicable laws and regulations while doing business with Buyer. Seller also adheres to and ensures that the persons directly involve with the product/s are aware of their contributions to product safety, conformity and maintain ethical standards.

CONFIDENTIALITY:

Seller shall consider all information furnished by Buyer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this contract, unless Seller obtains written permission from Buyer to do so. This paragraph shall apply to drawings, specifications or other documents prepared by Seller for Buyer in connection with this Order.