



Doc No: 7420-P002

Description:

### Terms and Conditions

#### ACCEPTANCE; PURCHASE ORDER CONSTITUTES ENTIRE AGREEMENT

1. This Order constitutes Buyer's offer and may be accepted by Seller only in accordance with the terms hereof. Any acceptance herein of an offer of Seller, or any confirmation herein of a prior agreement between Buyer and Seller, is expressly made conditional on Seller's assent to the additional or different terms contained herein. This Order may be accepted by Seller by commencement of work, shipment of goods, or furnishing of services hereunder. Dispatch of Seller's acknowledgement form or other written document will also act as an acceptance if it agrees with this Order with respect to the description, amount, price and time of delivery of the goods or services ordered. Notwithstanding any waiver in any instance, or any oral agreement, or any instructions, terms and conditions that may be contained in any quotation, acknowledgement, invoice or other written document of Seller, no addition to, waiver for the future or modification of, any of the provisions herein contained shall be of any force or effect unless made in writing and executed by Buyer.
2. **CHANGES** -- Buyer shall have the right at any time to make changes in this Order by written notice to Seller, and Seller agrees to comply with such changes. If such changes cause a material increase or decrease in Seller's costs or time of performance of this Order, Seller shall notify Buyer immediately and negotiate an adjustment.
3. **PRICES** -- The prices stated on the Purchase Order and stated herein apply to all shipment made or services rendered hereunder. Buyer shall have no obligation to honor invoices for goods or services at any increased price unless such increase shall have been confirmed in writing by the BUYER to SELLER. No charge of any kind not stated on the Purchase Order will be allowed unless specifically agreed to in advance by BUYER in writing. All payments are made conditional upon acceptance by BUYER of the goods or services called for under this Contract and shall be subject to adjustment for failure of SELLER to meet the requirements of this contract.
4. **SHIPPING** -- Buyer reserves the right to route all shipments. Delays in shipment shall be reported immediately by Seller to Buyer. Every package or other shipping unit, bill of lading, shipping memorandum and invoice must be marked with Buyer's Purchase Order Number. Seller's serial numbers must be shown on all shipping papers and invoices.
5. **DELIVERY** -- Unless otherwise agreed, delivery shall be F.O.B. point of destination. Risk of damages or loss following shipment and prior to acceptance by Buyer shall be the responsibility of Seller.

The obligation of the SELLER to meet the delivery dates, specifications and quantities, as set forth is the essence of this Contract. Shipment in greater or lesser quantity than ordered may be returned at the SELLER's expense, unless written authorization is issued by BUYER.

Goods which are delivered in advance of schedule are delivered at the risk of SELLER and may, at BUYER's option, be returned at SELLER's expense for proper delivery and/or have payment therefore withheld by BUYER until the date that the goods are actually scheduled for delivery.

6. **RIGHT OF INSPECTION AND REJECTION** -- Material and equipment supplied by Seller shall be received subject to Buyer's inspection and approval within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment



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may be returned at Seller's expense. No material or equipment returned to Seller as defective shall be replaced except upon Buyer's formal authorization.

7. **WARRANTY** -- Seller warrants that all goods or services furnished pursuant to this Order will be free from defects in material or workmanship and will be in conformity with the requirements of this Order, including drawings and specifications, if any, and reasonably fit for the purpose disclosed in this Order or in such drawings and specifications, and Seller further warrants that such goods or services will be merchantable and fit for the purpose for which they are sold, and where design is Seller's responsibility, will be free from defects in design.
8. **INVOICES** -- All invoices shall be mailed to Buyer at its office as indicated on the face of this Order and will state Buyer's Purchase Order Number clearly on the Invoice. No charges shall be included for transportation, storage, boxing, crating other packaging unless authorized by BUYER.
9. **CHEMICAL SUBSTANCE IDENTIFICATION** -- By acceptance of this Order, Seller certifies that any chemical substance(s) furnished pursuant to this Order has been properly labeled, and that proper information on the substance(s), e.g., material safety data sheets (MSDS) are provided with the shipment and product expiration should also be clearly indicated.
10. **TERMINATION** -- Buyer, by written notice, may terminate this order, in whole or in part by written notice to SELLER. In the event this order is terminated as a result of Seller's default, the Seller shall be liable for all damages allowed in law or equity, including the excess cost of re-procuring similar items. If this order is terminated for the convenience of Buyer, Seller will be compensated to the extent that items have been accepted by Buyer prior to the effective date of termination. Other than to this extent, Buyer shall not be liable to Seller for any damages on account of its failure to accept all of the items ordered.
11. **CONFIDENTIALITY/TRADE SECRETS** -- All specifications, drawings, data and other information furnished in written form, orally or electronic form by Buyer, or its agents, to Seller in connection with this order remain the exclusive intellectual property of Buyer and shall be treated by the Seller as proprietary and shall not be disclosed or used, outside the limitation of this order.
12. **PACKING, MARKING AND SHIPPING** – All shipments shall be properly packed, marked and shipped in accordance with the requirement that will protect the orders from any damages. SELLER shall reimburse BUYER for expenses incurred by BUYER as a result of improper packing marking or routing.
13. **NOTIFICATIONS** – SELLER shall notify BUYER for any recalls and changes in any product and/or process, changes of suppliers, changes of manufacturing facility location and obtain any necessary BUYER approvals. SELLER will notify the BUYER of nonconforming product and obtain BUYER approval for nonconforming product disposition should this be required at discretion of BUYER. BUYER'S customer requirements and policies outlined herein will flow down to the SELLER's supply chain related to orders covered by this agreement.
14. **RETENTION REQUIREMENTS** – BUYER will maintain accounting, design or production quality records for a minimum of 10 years and as otherwise required by government bodies if more than this (minimum of 10 years for Canadian corporations)
15. **RIGHT OF ACCESS BY BUYER** – As required by AS9100 policies and practices and/or as per legal requirements of any jurisdiction, the BUYER, its customer and REGULATORY AUTHORITIES have



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right of access to applicable areas of facilities, at any level of the supply chain, involved in the order and to all applicable records.

16. INDEMNITY AND INSURANCE – Seller shall defend, indemnify and hold harmless Buyer from any claims, suits, judgments, fees and costs (including attorney’s fees) based on or arising out of the Seller’s products, services and/or the resale or use of the products purchased hereunder including death, personal injury, or damage to property.