



## VENDORS TERMS AND CONDITIONS

### 1. ACKNOWLEDGEMENT

The attached acknowledgment providing full price and delivery must be returned to us immediately.

### 2. INVOICES and PACKING NOTES

Invoices are to be mailed in triplicate on the day shipment is made with the original Bill of Lading.

**Foreign shipments must be coordinated with our Export & Import Control officer prior to shipment.**

Detailed packing notes must be issued covering shipments against this order. One copy must be rendered with the shipment and one copy mailed under separate cover.

### 3. RELEASE NOTES/APPROVED CERTIFICATES

Release notes asked for on the face of this order must be prepared and rendered as follows: One copy to be included with the shipment and one copy to be mailed under separate cover.

### 4. MARKING ON DOCUMENTS AND CASES

Invoices, packing notes and cases must be marked with this purchase order number, and invoices and packing notes must indicate the number of cases in a shipment.

### 5. PRICES AND SUBSTITUTIONS

Prices must conform with those shown on the purchase order and no changes or other substitutions will be accepted unless written authority is received from Purchaser.

### 6. QUALITY GUARANTEE

The Vendor expressly warrants that all goods under this purchase order will conform to drawings, specifications, descriptions furnished or adopted by the Purchaser, of merchantable quality, of good material and workmanship and free from defect including latent defects. The Vendor will indemnify the Purchaser against and save it harmless and defend it from all liability for loss, damage or injury to persons or property in any manner arising out of or incident to the performance of this order, such indemnification to survive the delivery of the material supplied under this order.

### 7. PACKING

All goods must be packed so as to not adversely affect the quality of the goods. Charges and containers for packing are included in the price, unless otherwise agreed to by the Purchaser on this order.

### 8. DELIVERY

Goods must be delivered in the manner and within the time specified on this order. In the event of default/delay by the Vendor, the Purchaser may, at its option, either cancel the order or may retain or obtain from any source the articles required to complete this order, and the Purchaser shall be entitled to claim indemnity from the Vendor for any loss, damage or additional cost or charges arising from late delivery. Late deliveries beyond the due date stated on this Purchase Order are subject to 0.01% per day liquidated damages up to a maximum of ten percent (10%).

### 9. INSPECTION, REJECTION, ACCESS AND SUB-TIER SUPPLIERS

All material and items purchased shall be subject to the Purchaser's inspection, and any payments made prior to the time of delivery shall not constitute acceptance as to quality or quantity. The Purchaser reserves the right to reject the whole or any part of any shipment in which goods are found that do not conform to the required quality or quantity. The Vendor will bear the cost of delivery and inspection of such goods rejected by the Purchaser and such goods may be returned to the Vendor at the Vendor's expense. The Vendor and their sub-tiers shall provide access to Intertrade or its customers for the purpose of auditing for system compliance and conformance of products and services. Suppliers shall flow down all applicable quality requirements to their sub-tiers and assure they have the requisite approvals.

### 10. NON-CONFORMING MATERIAL CONTROL

Any failure, malfunction, or defect in any product, part, or process of products produced against this Purchase Order that are to be delivered to Intertrade shall be reported as soon as detected and prior to any delivery. Advance written notification of any change(s) to tooling, facilities, materials, or process affecting products produced on this Purchase Order including sub-tier supplier changes shall be made as soon as they are known and prior to any deliveries.

### 11. INDEMNITY

The Seller agrees to save harmless and indemnify the Purchaser against loss or damage by reason of any claim of infringement of any Letters of Patent on account of manufacturing, sale or use of any article supplied to it by the Seller under this order, except in the case of articles manufactured to drawings supplied by the Purchaser.

### 12. ARTICLES AND SUB CONTRACTS

The purchase order shall not be assigned nor subcontracted in whole or in part without the prior written approval of the Purchaser.

### 13. TERMINATION

See attached sheet. (Insert where applicable).

### 14. DIES, JIGS, TOOLS, PATTERNS, ETC.

See attached sheet or PO. (Issued where applicable).

### 15. ACCEPTANCE

The Vendor, by the acceptance of this order, accepts all the terms and conditions hereof, which supersede and take precedence over any and all previous verbal or written arrangements in connection with this order, including but not limited to any differing conditions which may appear on the Vendor's acknowledgment forms, Invoices, or similar documents. Any deletions, modifications, alterations of, or additions to, the term and conditions of the order to be binding, shall be in writing and signed by both the Vendor and the Purchaser.