

# Sey Tec



## PURCHASE ORDER TERMS AND CONDITIONS

### **PURCHASE ORDER ACCEPTANCE.**

These Purchase Order Terms and Conditions together with the Order form to which these Terms and Conditions are attached (collectively, the "Order") constitute an offer by Sey Tec ("Buyer"). This Order shall be deemed accepted by you ("Vendor") upon the earlier of acknowledgement of receipt of the Order, commencement of performance or shipment of goods ordered hereunder. Buyer hereby objects to and rejects any different, additional and/or supplementary terms and conditions set forth in Vendor's communications including, without limitation, those set forth in Vendor's bid, quotation, acknowledgment or invoice, provided. Vendor shall acknowledge the Order within ten (10) days of the date of the Order. In the event Vendor fails to acknowledge, accept or reject an Order within such time, the Order shall be deemed accepted.

**CANCELLATION OR CHANGE.** Buyer may cancel or change all or part of this Order without penalty any time prior to the date Vendor ships this Order.

**SHIPMENT AND DELIVERY.** Vendor shall ship all of the ordered goods (the "Goods") under this Order in the quantities and at the time and to the location specified on the Order. The responsibility of delivery costs shall be stated on the Order. Goods shall be delivered according to the incoterms stated on the Order. Delivery time is of the essence. Vendor shall notify Buyer of shipments within one (1) day of such shipment and immediately if there is any delay. All Goods shall be packed to ensure safe and proper transit and in accordance with all applicable laws and Buyer's instructions. If Vendor is required to arrange for shipping, Vendor shall require that the selected carrier comply with all applicable laws, rules and regulations in performing its responsibilities. Substitutions will not be accepted, unless otherwise agreed in writing by Buyer. Unless otherwise provided in the Order, all containers and packaging materials supplied by Vendor shall be considered nonreturnable and their costs included in the price. Goods with a shelf-life shall be identified by Vendor and the expiration date should be clearly listed at the time of delivery. Buyer will have no liability for payment for materials or Goods delivered to Buyer that are in excess of quantities specified in the delivery schedules.

**STATEMENT OF CONFORMITY.** When delivering the Goods in accordance with Clause 3, Vendor shall provide a statement of conformity with the Goods and, at a minimum, this statement will include: (a) Vendor's name and address; (b) the Ordered Part Number; (c) a unique number for the document; (d) the issuing date; (e) the manufacturing batch/lot numbers; (f) the quantity of each batch/lot number; (g) a description of the Goods; (h) traceability to other supporting documents (e.g., test reports, raw material certificates); (i) an affirmation statement to confirm that the Goods fully conform to the Order Requirements (as defined below) or reference to any authorized concessions/ waiver from the Order Requirements; (j) a stamp and signature of an authorized company representative; (k) any other technical information as applicable (i.e., cure dates, part revision level, etc.); (l) any other information requested on the Order such as customer approval numbers or specific release statements.

**INSPECTION AND AUDIT.** The Vendor shall, upon reasonable notice, grant access to the Buyer, the Buyer's inspector or representative and any inspector or representative of the Buyer's customer or his agent or of any regulatory authorities and government department to applicable areas of all facilities, at any level of the supply chain, involved in the Order and to witness the progress, inspection or testing of the Goods and/or services. Upon Buyer's reasonable request, Vendor shall provide copies of all licenses, permits, certificates, authorizations or approvals required for the receipt and use of the Goods. When a customer or organization has identified raw material as a significant risk, Vendor shall perform the appropriate tests as determined by the design authority or Buyer and make copies of the test reports available to Buyer. All Goods shall be subject to final inspection and acceptance at Buyer's premises notwithstanding Buyer's payment for such Goods (if applicable) or prior inspections (at Vendor's premises or otherwise). It is expressly agreed that Goods will not be deemed to be accepted before Buyer's final inspection at an inspection site specified by Buyer. Buyer's inspection, failure to inspect, or failure to discover any defect or error in the Goods will not relieve Vendor of any obligation hereunder or impair Buyer's rights or remedies at law or in equity. Vendor agrees to keep accurate books, accounts, records and invoices in connection with this Order. Vendor shall grant to the Buyer, the Buyer's inspector or representative and any inspector or representative of the Buyer's customer or his agent or of any regulatory authorities and government department, access to (or if requested by Buyer, provide to Buyer copies of) Vendor's books, records and documentation (including, but not limited to, those related to inspection, quality, and testing of Goods, security and data protection procedures, ethics and compliance programs, compliance with laws, and any other requirement or obligation under the Order), wherever such books and records may be located (including third-party repositories and facilities of Vendor's suppliers, subcontractors, and business partners used in connection with the Order

**DELAYED DELIVERY.** If at any time Vendor has reason to believe that deliveries will not be made as scheduled, Vendor shall immediately give Buyer written notice setting forth the causes of the anticipated delay. Such notice shall not be construed as a waiver by Buyer of any of its rights that may exist at law or under this Order. If Vendor fails to make shipment in accordance with the time specified in the Order, Buyer may (refuse any Goods and cancel this Order, in whole or in part, and any advance payments made to Vendor shall be returned to Buyer.

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**REJECTION OF GOODS.** Buyer may return any Goods that are shipped in error or contrary to Buyer's shipping instructions. Buyer shall not owe any charges relating to such returned Goods and Vendor will pay for all related transportation costs. It is the Vendor's responsibility to immediately notify the Buyer of any nonconformances that may affect the Goods, or any other reason that may cause the Goods not to comply with terms of this Order, even if discovered after delivery of the Goods to the Buyer. Vendor shall not deliver a Good prior to the requested date as specified on the Buyer's Order (the "Request Date") unless authorized by Buyer.

**TITLE AND RISK OF LOSS.** Title to and all risk of loss or damage to the Goods shall remain with Vendor until such Goods are delivered to Buyer.

**INTELLECTUAL PROPERTY.** Drawings, specifications, tooling or any proprietary data provided for supply of goods are for intended use of the specific order for which they are provided only.

**INVOICING AND PAYMENT.** Vendor shall issue a separate invoice to Buyer for each shipment made by Vendor. Vendor shall not issue any invoice prior to shipment, unless otherwise agreed in writing by Buyer. All prices shall correspond to unit costs agreed in the Order and be inclusive of applicable freight, packaging, insurance, handling and other charges (unless otherwise agreed in writing with Buyer), and shall not be subject to increases for any reason.

**WARRANTY.** Vendor shall warrant and ensure to Buyer that the Goods shall: (a) be free from all defects in design, materials, and workmanship; (b) conform and perform in all respects to standard specifications, descriptions and requirements applicable thereto as well as any specifications, descriptions and requirements set forth in this Order and the accompanying documentation ("Order Requirements"); (c) be fit for the intended purpose; (d) be of merchantable quality, (e) not be adulterated or misbranded; (f) be free of any liens, claims and encumbrances; and (g) comply with all applicable laws, rules and regulations including, without limitation, the Occupational Safety and Health Act and the Toxic Substance Control Act. Vendor will further warrant and ensure that any services to be provided under this Order shall be performed in a fully workmanlike manner to Buyer's satisfaction and in accordance with all industry standards.

**DOCUMENT STORAGE.** Notwithstanding any copyright or other restrictive markings relating to any document, items or other media provided by the Vendor, and without prejudice to any other rights of the Buyer relating therein, the Buyer shall have the right to copy any such document, item or media, in any format, as may be reasonably required for its own internal purposes in connection with use under any document/information storage/retrieval system. Unless otherwise stated in this Order or flowed down in this Order as part of the Buyer's end user requirements, the Vendor shall retain records as per the Buyer's requirements, and if no requirements are provided, for the period of their Vendor's Quality Management System accredited standard. In no event shall Vendor retain records for less than twelve (12) years.

**CONFIDENTIALITY.** Unless expressly agreed to in writing, all information disclosed by a Party to the other Party that a reasonable person would understand to be confidential or proprietary shall be maintained in confidence by the receiving Party. The receiving Party shall not disclose such information to any third person without the disclosing Party's prior written consent, and shall not use such information for any purpose other than the performance of its obligations or enforcing its rights under this Order. Nothing set out in this Clause will prevent either Party from disclosing the other Party's confidential information, where such disclosure is required by applicable Laws. The receiving Party shall promptly return or destroy any such information upon disclosing Party's request.

**COUNTERFEIT GOODS.** (a) By Vendor's acceptance of this Order, Vendor acknowledges its obligations represents and warrants that the Goods to be delivered hereunder shall: (i) be and only contain materials obtained directly from the Original Component Manufacturer (OCM) or the Original Equipment Manufacturer (OEM), (collectively, the Original Manufacturer (OM)) or an authorized OM reseller or distributor; (ii) not be or contain Counterfeit Goods or Suspect Counterfeit Goods, as defined below; and (iii) contain only authentic, unaltered OM labels and other markings. Further, Vendor shall notify Buyer in writing immediately in the event that any material to be delivered cannot be procured in accordance with this requirement and Vendor must obtain Buyer's prior written authorization if an alternate source is required and for any deviation from the counterfeit risk mitigation requirements applicable to this Order. Vendor shall obtain and retain all documentation required to fully trace the distribution and sale of the Goods delivered hereunder back to the relevant OM, and, on request of Buyer, shall provide such authenticating documentation. Vendor's supporting documentation shall include: (1i) results of authentication test and analysis conducted;

(b) Counterfeit Good means an unlawful or unauthorized reproduction, substitution, alteration, or the false identification of grade, serial number, lot number, date code, or performance characteristic, that has been knowingly mismarked, misidentified, or otherwise

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misrepresented to be an authentic, unmodified product from the OM, an Authorized Distributor, or an Authorized Aftermarket Manufacturer. A Suspect Counterfeit Good means a product for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the product is authentic. Vendor warrants that it will not act as or engage an independent distributor, non-authorized distributor, non-franchised distributor, non-authorized supplier, or non-authorized reseller (collectively, Broker), to assist it in delivering Goods pursuant to this Order unless the Buyer provides prior written approval to do so.

#### VENDOR AWARENESS

The vendor ensures that all employees are external providers supporting the vendor are of aware of 1) Their contribution to product or service conformity. 2) Their contribution to product safety 3) The importance of ethical behavior.

#### FOD Foreign Object Detection

The vendor shall have in place a process for FOD detection.

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