



### 1. DEFINITIONS

USAS, Purchaser US Advanced Systems, LLC

Seller Company identified in the USAS Purchase Order Form

Goods The deliverable product(s) detailed in the order

Services The services contracted for and supplied by Seller under the Purchase Order Form

Order Purchase orders and purchase agreements issued to Seller and is subject to this document, applicable specifications, statements of work, or other referenced documents

End User The entity that ultimately uses the final product

Latent Defects A defect in a Good or Service that is not discoverable by initial testing and inspection

Purchaser Data All drawings, process specifications, and other intellectual property used for the Order

### 2. ACCEPTANCE

Purchase Terms and Conditions is sent to Seller with every Purchase Order Form (if awarded). Upon Seller receiving and reviewing the Purchase Order Form and Purchase Terms and Conditions, Seller is required to give an Order Acknowledgment in writing. Only then does the Order become accepted.

Seller's acceptance of an Order indicates Seller has the ability, capacity, and personnel to fulfill the Order and Purchase Terms and Conditions requirements and obligations. Any deviations regarding the Order requirements and obligations are rejected unless accepted in writing by the Purchaser.

### 3. CHANGES

Purchaser reserves the right at any time to make changes to this Order. Differences in price and/or required time for the Order shall be mutually agreed between Purchaser and Seller. The Order's documents shall be modified accordingly. When Seller receives the modified Order, Seller can proceed with modified Order requirements and obligations.

### 4. DELIVERY

Delivery of Goods and Services shall be specified in the Order. Delivery Schedule and Quantity shall be detailed in the Order PO.

Seller shall ship goods per FOB Destination unless otherwise specified in the Order.

Purchaser reserves the right to refuse or return, at Seller's risk and expense, any delivery received in advance of the schedule without prior written approval from purchaser.

No extra charge shall be allowed for packing or storage, unless stated in Order.

Test reports and other documents must accompany each shipment as may be required by this Order.

### 5. QUALITY ASSURANCE

Seller is responsible for all Order requirements and obligations set forth in the Order. Seller is responsible for imposing the Order requirements and obligations on its subcontractors.

Order requirements and obligations include: Drawings, Process specifications, and required flow down documents.



All Goods and/or Services shall be subject to final inspection and test by the Purchaser and/or Affiliates, within 30 days of receiving. Payment does not constitute acceptance of Goods and/or Services. Seller Inspection/Testing does not constitute Final Acceptance. The Purchaser Inspection does not waive **6. WARRANTY** details.

Purchaser and/or Affiliates shall retain the right, at no charge to Purchaser and/or Affiliates, to visit Seller's facilities and/or Seller's subcontractors in order to observe the work stipulated in the Order. All visits shall be coordinated in advance and proper equipment and space shall be provided for the visit.

### **6. WARRANTY**

Seller warrants that all Goods and Services shall conform to applicable drawings, specifications, and other required flow down documents. The Goods and Services shall be free from defects in material and workmanship, and suitable for the Purchaser's intended use. This warranty period shall be 12 months from the time the Good is delivered to the final End User.

The warranty period for Latent Defects is 24 months from initial receiving of Goods to Purchaser.

Upon notice of any defect, Seller shall repair or replace, at Purchaser's discretion, any defective Goods. The repair or replacement shall be completed within a reasonable time of initial discovery. Seller shall bear all costs regarding the repair or replacement. The repair or replacement Goods shall fall under the original Order requirements and obligations.

### **7. TERMINATION**

Default: In the event of any breach of any of the terms of the Order by Seller, Purchaser may terminate all or any part of this Order without further compensation to Seller. Purchaser may also procure the Goods and Services from elsewhere, and Seller shall be liable for these separate costs.

Termination for Convenience: Purchaser may terminate all or any part of this Order for convenience at any time by modifying or voiding the current Order requirements and obligations. Purchaser shall reimburse the costs of direct labor and material for all completed goods and work in process less salvage value. Any claim must be submitted to Purchaser within 30 days from the date of the Purchaser Termination and must be supported by written proof caused by Termination. Under no circumstances shall the Termination Liability be for lost or anticipated profits, unabsorbed indirect costs or overhead, or shall exceed the original Order Amount.

### **8. RECORDS AND CONFIDENTIALITY**

All drawings, process specifications, and other intellectual property (Purchaser Data) released by Purchaser to seller shall only be used to perform this Order and shall serve no other purpose. Purchaser Data shall be clearly marked and shall be separately segregated from items owned by the Seller. The Seller shall not share the Purchaser Data under any circumstance unless it is required for Subcontractor Goods and Services.

All Data regarding this Order shall be stored for a minimum of 7 years. This includes all inspection data, test data, and process data. This requirement is for both the Seller and subsequent Subcontractors.

### **9. FORCE MAJURE**

If a Force Majeure results in any delay of this Order by more than 60 days, Buyer may terminate this Order in whole or in parts and the **7. TERMINATION** shall apply except that Seller shall not be entitled to any profit for such termination.

Acknowledged by:

Name: \_\_\_\_\_ Company: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_