

# TERMS AND CONDITIONS OF PURCHASE ORDER

- A. TERMS AND CONDITIONS** – No Terms and Conditions other than the terms and conditions set forth in this order and such terms and conditions as are set forth in any document attached to or incorporated by reference in this order shall be binding unless specifically accepted by an authorized representative of the Purchaser. Execution and delivery of this order shall not operate as such specific acceptance.  
This purchase order, if operating as an acceptance, is hereby expressly made conditional on assent to all such terms as may be additional to, or different from any terms contained in quotation or order communicated by Seller.
- B. Compliance with Laws** – Seller shall comply with all applicable National, Provincial, and Local laws, rules and regulations.
- C. Warranty** – Seller warrants the goods and materials furnished under this order for workmanship, material and compliance with all specifications.
- D. Patent Infringement** – The seller agrees to defend at its own expense any suit or legal proceedings brought against the Purchaser as a result of the normal use of any material or equipment furnished hereunder. In the event that the Purchaser has given the Seller prompt notice of such claim, the Seller hereby agrees to reimburse the Purchaser for expenses and costs resulting from that claim and to pay judgment that may be rendered against the Purchaser. This clause shall not apply to material or equipment furnished according to Purchaser's written specifications. In the event that a final injunction issues from such an infringement lawsuit against Purchaser, Seller will at its expense and option either (i) Procure for Purchaser the right to use and resell the Seller's products involved or (ii) Replace the infringing Seller's products with non-infringing substitutes of equal performance.
- E. Transportation** – Unless otherwise stated on the face of this order, terms shall be F.O.B. Seller's plant, title to pass to Purchaser upon delivery to Carrier. No charges for unauthorized transportation will be allowed.
- F. Delivery Schedule** – Unless otherwise agreed, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Purchaser's delivery schedule. Seller will not be liable for damages for delay of delivery beyond its reasonable control. However, Purchaser may, in addition to its other rights, at its option, either approve a revised delivery schedule or terminate in whole or in part, this order without liability to Seller on account thereof.
- G. Liability** – The Seller agrees that the relationship established by this order constitutes him an independent contractor and that no tax assessment or legal liability of the Seller, or of his agents or employees becomes, by reason of this order, an obligation of the purchaser.
- H. Toxic Substances Control Act** – Where applicable, by acceptance of the order Seller agrees to comply with the requirements of Public Law 94-469.
- I. Changes** – Purchaser shall have the right to make changes in this order, but no additional charge will be allowed unless authorized by Purchaser. If such change affects delivery or the amount to be paid by the Purchaser, Seller shall notify Purchaser immediately, and negotiate an adjustment in accordance with this Changes clause. In any event, the charges for obsolescence, scrap, and/or rework resulting from any change shall be limited to the materials in process at the time of the change and within the Seller's normal manufacturing cycle needed to meet the Purchaser's delivery schedule.
- J. Termination** – When applicable, purchaser may terminate in part or in whole, work under this order in accordance with the provisions of FAR 52.249.
- K. Quality Assurance** – The Seller shall implement a quality system conforming to ISO 9001-2000.  
Products covered by a purchase order, and systems or special processes used to generate said product(s) are subject to evaluation and verification inspection by Remtronics Inc, FAA and any other government and/or customer representatives to determine their effectiveness in supporting quality requirements established above and in detailed drawings and specifications. Right of entry; Remtronics Inc, our customers, and regulatory agencies have the right of entry to any place necessary to determine and verify the quality of contracted work, records, and material.  
Unless specific authorization granted, a Sellers' Certificate of Conformance (C of C) **with authorized signatures** must accompany each shipment. Compliance statement must indicate materials meet all purchase order and specification requirements, reference the Remtronics Inc purchase order number, part number, serial number (if applicable), and quantity represented.
- L. Raw Material** – The Seller of Raw Material must provide manufacturer's Material Certification with each shipment when required by an Aerospace Material Specification (AMS) or as required by the purchase order. When a Material Certification is supplied, a C of C is **not required**. The Material Certification must be attached to the shipping documents or incorporate sufficient information to match it with the pertinent purchase order and specific shipment.
- M. Tools and Gages** – Tools and/or gages on loan from Remtronics Inc remain the property of Remtronics Inc and are to be used in the production of Remtronics Inc parts and order numbers only. These tools, in their entirety, are to be returned upon completion of the order with the respective Tool and Gage Issue List. With the exception of normal wear, the Seller will be charged for all items damaged or lost. The Seller must stop using and return any gage that is past the calibration due date. This data is on the Issue List or Calibration Sticker.
- N. Rejections** – If any of the materials furnished under this contract are found to be defective in material, workmanship, or otherwise not in conformity with the requirements of this order, Purchaser, in addition to any other rights, which it may have under warranties or otherwise, may reject and return such goods not to be replaced without authorization by Purchaser.
- O. Affirmative Action** – Where applicable, Seller shall comply with the applicable precisions of Executive Order 11246, the terms of which are incorporated by reference.
- P. Acceptance** – Notwithstanding any notice or agreement to the contrary, any written acknowledgment of this purchase order, or the shipment of any material or the furnishing of any service pursuant to the purchase order shall constitute acceptance thereof by the Seller of each and all of the expressed terms and conditions stated or referenced on the face hereof.
- Q. Executive Order (EO) 13224** – Seller will adhere to the directions provided in Executive Order (EO) 13224, Executive Order of terrorist Financing – blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism, effective 9/24/2001 and any subsequent changes made to it. Seller further agrees to include this requirement in lower-tier purchase orders or subcontracts here under. To view the contents of the EO, please access the following website:  
<http://www.whitehouse.gov/news/releases/2001/09/20010924-1.html>
- R. Prohibited Sources** - Remtronics suppliers and/or sub-tier suppliers are prohibited from using any source listed on the US government Excluded Parties List System (EPLS) (ref. <https://www.epls.gov/>) in the production of products to be delivered to Remtronics.