

Terms and Conditions**Updated March 8, 2023**

- 1) This purchase order constitutes an offer whose acceptance by Seller is limited to the terms (both expressed and implied) embodied in this offer. Notice is hereby given to Seller that Buyer objects to every additional and/or different term contained in (a) Seller's acknowledgment of order, (b) any other response of Seller to this order, and/or (c) any other communications relating in any way whatsoever to the subjects to which this order pertains.
- 2) All articles received by Buyer will be subject to Buyer's count, test and inspection and any rejected articles may be returned at Seller's expense. Seller will be notified of rejects and given reasonable opportunity to advise disposition. Buyer reserves the right to send an inspector into Seller's plant to inspect material or equipment made to Buyer's specifications at any stage in the process of manufacture without waiving the right of subsequent rejection on account of undiscovered or latent defects.
- 3) Seller warrants that all articles provided, and work performed under this order will be in strict accordance with the specifications and drawings or other descriptions furnished by Buyer, free from defects in design, materials, and workmanship, of merchantable quality and fit for the particular purpose of the Buyer. If any failure to comply with this warranty appears in such articles or work within one year from date of acceptance thereof, Buyer will notify Seller and Seller shall thereupon remedy such failure by repair or by replacement (including removal, transportation, and installation) of such articles or work without expense to Buyer. In the event Seller's usual published warranty applicable to such articles or work is more favorable to Buyer in any respect, Seller's warranty shall apply in such respect.
- 4) Seller agrees to expedite delivery of the Purchase Order and any suborders to meet specified delivery dates. All Goods and Services furnished by Seller, or its Sub suppliers shall be subject to expediting by the Buyer at all reasonable times and places, both before during and after manufacture, such expediting or failure to expedite by the Buyer shall not relieve Seller of any of its responsibilities under the Purchase. Additionally, Buyer, without waiving any other legal rights reserves the right to cancel without charge or to postpone deliveries of any of the articles covered by the order which are not shipped in time reasonably to meet said delivery dates; provided, however, that in the event Seller suffers delay in performance due to an act of God, war, act of the Government, priorities or allocations, act of Buyer, fire, flood, strike, sabotage or other causes beyond Seller's control, the time of completion shall be extended a period of time equal to the period of such delay if Seller gives Buyer notice in writing of the cause of any such delay within a reasonable time after the beginning thereof. Buyer reserves the right to withhold payment on premature shipments until said delivery dates.
- 5) Buyer may terminate work on this order for its own convenience in whole or in part by written notice at any time. In that event, any claim arising out of the termination of this order shall be settled by negotiation based on Seller's costs and commitments properly incurred or made, with due allowance for salvage value.
- 6) Seller shall defend any suit or action brought against Buyer based upon a claim that an article or any of its components furnished hereunder, or the use thereof for its intended purpose, constitutes an infringement of any United States or foreign patent, and Seller shall pay all damages, costs and attorney fees awarded in any such suit or action.

- 7) Seller assures Buyer and does hereby certify, that the articles covered by this order have been produced in compliance with all the applicable requirements, laws, and regulations.
- 8) If this order covers work to be performed by Seller on Buyer's or Buyer's subcontractor premises. Seller agrees to indemnify the Buyer against all loss or damage arising out of or caused by acts or omissions of Seller in connection with such work and without limiting the generality of the foregoing, shall expressly protect, indemnify and save harmless Buyer, its officers, agents and employees from any and all claims, demands, suits, liability and expense by reason of injury to or death of any agent or employee of Seller while on Buyer's or Buyer's subcontractor premises, including claims, demands and actions founded upon or growing out of the claim or assertion that Buyer, its officers, agents or employees did not furnish or afford at such premises a safe place of work or employment or requisite statutory safety in a public building, or were otherwise either solely or jointly negligent; Seller further agrees to perform the work in accordance with the safety rules of the Buyer or Buyer's subcontractor, and prior to commencement of the work to furnish to Buyer satisfactory evidence that Seller has worker's compensation insurance and adequate public liability insurance for bodily injury or property damage; and Seller further agrees to indemnify a and save harmless Buyer, its officers, agents and employees from any civil penalties which may be assessed for violations of the Occupational Safety and Health Act of 1970, or any standards rules or orders promulgated or regulations prescribed pursuant thereto, where such violations exist either solely or partially by reason of any acts or omissions of Seller, its officers, agents or employees.
- 9) Seller shall comply with all applicable federal, state, county and municipal laws, ordinances, rules, and regulations.
- 10) Seller is expected to maintain a high standard of ethics, integrity, and conduct in its operations. Seller must not pay bribes or engage in corrupt practices to advance any interests with the Buyer or any customer of the Buyer. This includes directly or indirectly offering, paying, promising to pay, or authorizing the payment or provision of money or anything of value to government officials or foreign officials for the purpose of influencing their acts or decisions in their official capacity to secure any improper advantage to assist in obtaining or retaining business for or with, or directing business, to the Buyer or Buyer's customer. Seller must never engage in illegal activities, including, but not limited to, money laundering or actions related to terrorism, or do business with parties or persons upon whom sanctions have been imposed by the United States government.
- 11) Accounts payable shall start from the time all required documents are received & product accepted by the Quality Department.
- 12) The invoice will be reduced by 2% of the selling price or \$100.00, whichever is the least amount for missing, incomplete, incorrect or missing MTRs after three findings. Subsequent shipments will be handled in the same manner.
- 13) Due dates on the purchase order are on dock dates at AVANTech.
- 14) All orders to be shipped complete unless specified in the purchase order.**
- 15) Provide monthly invoicing to reduce volume for billing.**