



**CONTEC AMERICAS, INC.**  
**STANDARD TERMS AND CONDITIONS FOR VENDOR PURCHASE ORDERS**

Agreement by Vendor (“Supplier”) to furnish the materials, and products (“goods”) or services, including the products resulting from services hereby ordered, or its commencement of such performance, or acceptance of any payment, shall constitute Supplier’s unqualified acceptance of this Purchase Order subject to these terms and conditions. If this Purchase Order does not state price or delivery, Contec Americas Inc. (“Buyer”) will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Supplier inconsistent with or in addition to the terms and conditions contained herein shall be void and of no effect unless specifically agreed to by Buyer in writing. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by the Buyer’s Purchasing Representative. These terms and conditions, together with any referenced exhibits, attachments, or other documents, constitute the entire agreement between the Parties with respect to the subject matter of this Purchase Order; and supersede any prior or contemporaneous written or oral agreements pertaining thereto.

**1. INSTRUCTIONS TO SUPPLIER**

- (a) **Purchase Order Number:** Supplier shall include Buyer’s Purchase Order number including any change, modification, or revision designation or controlling blanket agreement number, on all invoices (or vouchers), packing lists, bills of lading, packages, containers, an correspondence processed under this purchase order.
- (b) **Packing List:** A packing list must accompany each shipment of goods referencing Buyer’s Purchase Order number, part number and revision (if applicable) for each item on the purchase order.
- (c) **Packaging and Insurance:** No extra charge for packaging or insurance shall be allowed unless specifically noted herein. Goods shall be packaged to ensure safe arrival at destination, be described to conform to carrier’s classification rules to obtain lowest transportation cost, and not be insured nor show declared value for shipment beyond FOB point.
- (d) **Requested Paperwork:** Supplier is to include any requested compliance/regulatory paperwork requested on the PO.

**2. DELIVERY; NOTICE OF DELAY; OBSOLESCENCE**

- (a) Time is of the essence and failure to deliver in accordance with the delivery schedule under this Purchase Order, if unexcused, shall be considered a material breach of this Purchase Order. No acts of Buyer, including without limitation modifications of this Purchase Order or acceptance of late deliveries, shall constitute waiver of this provision. Buyer also reserves the right to refuse or return at Supplier’s risk and expense shipments made in excess of this Purchase Order or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates.
- (b) Supplier shall notify Buyer in writing immediately of any actual or potential delay to the performance of this Purchase Order. Such notice shall include a proposed revised schedule but such notice and proposal or Buyer’s receipt or acceptance thereof shall not constitute a waiver to Buyer’s rights and remedies hereunder.
- (c) During performance of this Purchase Order, Supplier shall notify Buyer of any planned obsolescence of the good(s) set out in this Purchase Order.



(d) No partial shipments allowed unless expressly authorized by Buyer.

### 3. PRICE

Supplier agrees that (a) the per unit price or total price set forth on the face of this order is firm, not subject to increase, and includes all applicable taxes for goods covered herein (b) the price as herein stated shall include all costs for marking, packaging, preservation, quality assurance, transporting and insuring the items ordered to Buyer's dock, or the designated location and appearing on the PO.

### 4. EXTRA CHARGES

Buyer shall not be liable for extra charges of any kind including charges for packing, cartage or insurance unless specifically ordered and agreed to by Buyer in writing or e-mail in advance.

### 5. WARRANTY

- (a) Supplier warrants the goods delivered pursuant to this Purchase Order, unless specifically stated otherwise in this Purchase Order, shall (i) be new (ii) be free from defects in workmanship, materials, and design and (iii) be in accordance with all the requirements of this Purchase Order, including required certifications. Supplier further warrants that the performance of work and services shall conform with the requirements of this Purchase Order and to high professional standards. All warranties in this Purchase Order shall survive inspection, test, final acceptance and payment of goods and services.
- (b) Supplier warrants that the goods delivered pursuant to this Purchase Order shall (i) be and only contain materials obtained directly from the Original Component Manufacturer (OCM) or the Original Equipment Manufacturer (OEM), (collectively, or an authorized OM Supplier or distributor; (ii) not be or contain Counterfeit Items, as defined below; and (iii) contain only authentic, unaltered OM labels and other markings. Supplier 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. Counterfeit Items include, but are not limited to, goods or separately-identifiable items or components of goods that: (i) are an illegal or unauthorized copy or substitute of an OM item; (ii) are not traceable to an OM sufficient to ensure authenticity in OM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OM or are not constructed in accordance with OM design; (iv) have been re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OM design but not disclosed as such or are represented as OM authentic or new; (v) have not passed successfully all OM required testing, verification, screening, and quality control processes; or (vi) an item with altered or disguised documentation, package labeling, or item marking intended to mislead a person into believing a non-OM item is genuine, or that an item is of better or different performance when it is not. Supplier further warrants that it has and shall have an internal Counterfeit Item control process for goods delivered in accordance with the standards or instructions set forth by Buyer's specifications, or other provisions incorporated into this Purchase Order. Buyer shall have the right to audit, inspect, and / or approve the processes at any time before or after delivery of the goods ordered hereunder. Buyer shall have the right to require changes to the processes to conform with Buyer's defined standards, if any. Failure of the Supplier to conform its processes with Buyer's defined standards may result in the termination of this Purchase Order in accordance with the termination provisions set forth herein. Supplier shall include the substance of this Section in any agreement between Supplier and its lower tier Suppliers.
- (c) Supplier warrants that any hardware, software and firmware goods delivered under this Purchase



Order: 1) shall not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (a) damage, destroy or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; 2) shall not contain any third party software (including software that may be considered free software or open source software) that (a) may require any software to be published, accessed or otherwise made available without the consent of Buyer, or (b) may require distribution, copying or modification of any software free of charge; and 3) shall not infringe any patent, copyright, trademark, or other proprietary right of any third party or misappropriate any trade secret of any third party.

- (d) These warranty entitlements shall inure to the benefit of both Buyer and Buyer's customers. As used in this Purchase Order, Buyer's customer(s) shall include its direct and indirect customers such as direct sale end-users, higher-tier subcontractors, prime contractors, and the ultimate user under relevant prime contract(s).
- (e) Supplier shall be liable for and hold Buyer harmless from any loss, damage, or expense whatsoever that Buyer may suffer from breach of any of these warranties. Remedies shall be at Buyer's election, including, but not limited to, the prompt repair, replacement, or reimbursement of the purchase price of nonconforming goods and, in the case of services either the prompt correction of the defective services at no cost or reimbursement of the amounts paid for such services. Return to Supplier of defective or nonconforming goods and redelivery to Buyer of repaired or replaced goods shall be at Supplier's expense. Goods or services required to be corrected, repaired, or replaced shall be subject to this Section and the Inspection Section of this Purchase Order in the same manner and to the same extent as goods or services originally delivered under this Purchase Order, but only as to the repaired or replaced goods or parts thereof or the corrected service thereof. Supplier shall promptly comply with Buyer's direction to (i) repair, rework or replace the goods, (ii) furnish any material or parts and installation required to successfully correct the defect or nonconformance or (iii) successfully correct the defective or nonconforming service.

## 6. INVOICES AND DOCUMENTATION

Each invoice issued as a result of this Purchase Order shall conform to the following:

- (a) Shall be issued separately for each delivery.
- (b) Shall not cover more than one Purchase Order.
- (c) Shall contain the Purchase Order number under which it is issued, the part number(s) and identifying data.
- (d) Shall be submitted to [AP.Billing@us.contec.com](mailto:AP.Billing@us.contec.com)
- (e) Each invoice payment term will be calculated from date the invoice is received by the proper Accounts Payable department.
- (f) Vendor is required to provide clear and legible documentation in performance of its obligations under this Purchase Order.

## 7. INSPECTION/ACCEPTANCE

- (a) All goods and services shall be subject to inspection and test at all reasonable times and places by Buyer or Buyer's customer before, during and after performance and delivery. Buyer may require Supplier to repair, replace or reimburse the purchase price of rejected goods or Buyer may accept any goods and upon discovery of nonconformance, may reject or keep and rework any such goods not so conforming. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or reinspection by Buyer shall be at Supplier's expense. Buyer's acceptance of goods or services shall not be deemed to diminish Buyer's rights or be final or binding on Buyer if latent defects, fraud, or misrepresentation on the part of Supplier exists.



- (b) If inspection and test are made on the premises of Supplier or Supplier's lower-tier subcontractors, Supplier shall furnish without additional charge all reasonable facilities, information, and assistance necessary for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Section are supplementary to and not in lieu of the provisions of Paragraph 7 (a) above.
- (c) Neither Buyer's inspection nor Buyer's failure to inspect shall relieve Supplier of any responsibility to perform according to the terms of this Purchase Order. Notwithstanding any other provision of the Purchase Order, the risk of loss of, or damage to, nonconforming goods remains with Supplier until remedy or acceptance.

## **8. CHANGES**

Buyer shall have the right by written notice to suspend or stop work or to make changes from time to time in the services to be rendered or the goods to be furnished by Supplier hereunder or the delivery schedule. If such suspension, stoppage, or changes cause an increase or decrease in the cost of performance of this Purchase Order or in the time required for its performance, an equitable adjustment shall be negotiated promptly, and the Purchase Order shall be modified in writing accordingly. Any claim by Supplier for adjustment under this Paragraph 8 must be asserted in writing within fifteen (15) days from the date of receipt by Supplier of notification of the change or suspension and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures. However, nothing herein shall excuse Supplier from proceeding with this Purchase Order as changed pending resolution of the claim.

Information, advice, approvals, or instructions given by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Buyer's and Supplier's rights and obligations hereunder unless set forth in a writing which is signed by Buyer's Purchasing Representative and constitutes an amendment or change to this Purchase Order.

## **9. FORCE MAJEURE**

Except for a default of Supplier's subcontractor at any tier, neither Buyer nor Supplier shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In the event that performance of this Purchase Order is hindered, delayed or adversely affected by causes of the type described above ("Force Majeure"), then the Party whose performance is so affected shall so notify the other Party's authorized representative in writing and, at Buyer's option, this Purchase Order shall be completed with such adjustments to delivery schedule as are reasonably required by the existence of Force Majeure or this Purchase Order may be terminated for convenience.

## **10. TITLE**

Unless specified elsewhere in this Purchase Order, title to items furnished under this Purchase Order shall pass to Buyer upon acceptance, regardless of when or where Buyer takes physical possession.

## **11. INDEMNIFICATION**

Supplier shall indemnify and hold harmless the Buyer and the Owner, and any contractor, agent or employee of either against any fine, penalty, loss, cost, damage or liability, including attorney's fee, arising from personal injury and death of third parties or damage to their property, and arising or relating in any way to defects in the Goods or the negligence or other fault either of Supplier, or those whom it is responsible. In addition to any indemnification as provided hereunder, if by virtue of a patent infringement suit and injunction shall issue against Buyer which prohibits or limits the use of any goods purchased hereunder,



Supplier at Buyer's request shall supply Buyer with non-infringing replacement goods of a similar kind and quality with Buyer's approval.

## 12. ASSIGNMENT

- (a) Supplier may not assign this Purchase Order without Buyer's prior written consent.
  - (b) Supplier shall promptly notify Buyer in writing of any organizational changes made by Supplier, including name or ownership changes, mergers, or acquisitions.
13. Supplier shall not change the location of manufacture of the goods to be provided to Buyer under this Purchase Order without Buyer's prior written consent. COMPLIANCE WITH LAW

Upon acceptance of this order, Supplier warrants and represents that it has and will continue during the performance hereunder to comply with all relevant provisions of Federal, State, and local laws and regulations.

## 14. PROPRIETARY INFORMATION

- (a) Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Paragraph 14(d), all specifications, information, data, drawings, software, and other items supplied to Buyer by Supplier shall be disclosed to Buyer on a non-proprietary basis and may be used and/or disclosed by Buyer without restriction.
- (b) Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Paragraph 14(d), all specifications, information, data, drawings, software and other items which are (i) supplied to Supplier by Buyer or (ii) obtained or developed by Supplier in the performance of this Purchase Order or paid for by Buyer shall be proprietary to Buyer, shall be used only for purposes of providing goods or services to Buyer pursuant to this Purchase Order, and shall not be disclosed to any third party without Buyer's express written consent. All such items supplied by Buyer or obtained by Supplier in performance of this Purchase Order or paid for by Buyer shall be promptly provided to Buyer on request or upon completion of this Purchase Order.
- (c) Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Paragraph 14(d), any invention or intellectual property first made or conceived by Supplier in the performance of this Purchase Order or which is derived from or based on the use of information supplied by Buyer shall be considered to be the property of Buyer; and Supplier shall execute such documents necessary to perfect Buyer's title thereto. Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Paragraph 14(d), any work performed pursuant to this Purchase Order which includes any copyright interest shall be considered a "work made for hire". Subject to Paragraph 14(d), to the extent any of such works do not qualify as a "work made for hire", Supplier hereby assigns to Buyer all its intellectual property rights, including its copyright rights, in such works effective immediately upon creation of such works, including when they are first fixed in a tangible medium.
- (d) Applicable U.S. Government Procurement Regulations incorporated into this Purchase Order shall, when applicable, take precedence over any conflicting provision of this Section 14 to the extent that such Regulations so require. The incorporation by reference of such U.S. Government Regulations dealing with subcontractors' rights in Technical Data, subject inventions, copyrights, software, and similar intellectual property are not intended to, and shall not, unless otherwise required by applicable law, obviate, or modify any greater rights which Supplier may have previously granted to Buyer pursuant to prior agreements between the Parties.



## **15. BUYER'S PROPERTY**

- (a) All drawings, fixtures, materials, and other property supplied or paid for by Buyer shall be and remain the property of Buyer; and if Supplier fails to return such property upon Buyer's demand, Buyer shall have the right, upon reasonable notice, to enter Supplier's premises and remove any such property at any time without being liable for trespass or damages of any sort.
- (b) All such items shall be used only in the performance of work under this Purchase Order unless Buyer consents otherwise in writing.
- (c) Goods made in accordance with Buyer's specifications and drawings shall not be furnished or quoted by Supplier to any other person or concern without Buyer's prior written consent.
- (d) Supplier shall have the obligation to maintain any and all property furnished by Buyer to Supplier and all property to which Buyer acquires an interest by this Purchase Order and shall be responsible for all loss or damage to said property except for normal wear and tear.
- (e) Upon request, Supplier shall provide Buyer with adequate proof of insurance against such risk of loss or damage.
- (f) Supplier shall clearly mark, maintain in inventory, and keep segregated or identifiable all of Buyer's property.

## **16. USE OF INFORMATION**

Supplier agrees that all information furnished or disclosed to Buyer by Supplier, in connection with the placing or filling of this Purchase Order, is furnished or disclosed as a part of the consideration for this Purchase Order; that such information is not, unless otherwise agreed to by Buyer in writing, to be treated as confidential or proprietary; and that Supplier shall assert no claims (other than for patent infringement) by reason of the use or disclosure of such information by Buyer, its assigns, or its customers. No employee of Buyer has the authority to make an agreement providing for the confidential treatment of, or limiting the use of, information so furnished or disclosed, unless such agreement is made in writing and signed by Buyer's company Manager. However, if this clause should conflict with the provisions of any patent rights or data rights clause of this Purchase Order, the latter shall prevail.

## **17. NON-PUBLICITY**

Supplier shall not, without prior written consent of Buyer (a) make any news release, public announcement, denial, or confirmation, of this Purchase Order or this subject matter nor (b) in any manner, advertise or publish the fact that the Buyer has placed this Order.

## **18. CANCELLATION**

Upon written notice to Supplier, Buyer may cancel all or any separable part of this Purchase Order. Supplier shall immediately stop all work on the Goods, place no additional orders, and cancel its existing orders on the best possible terms. Pending Buyer's instructions, Supplier shall preserve and protect Goods on hand, work in progress, Supplier data, and completed Goods, both in its own and in its Supplier's facilities. Buyer shall have the immediate right to remove from Supplier's premises the Goods and all drawings, records, and parts paid for by Buyer. Buyer's only cancellation payment, if any, shall be that amount that reflects the part of the Purchase Order satisfactorily performed before cancellation, less money already paid to Supplier. Supplier is not entitled to recover for lost profits or other consequential or incidental damages.

## **19. SETOFF**

All claims for money due or to become due from Buyer shall be subject to deduction or set off by Buyer by reason of any counterclaim arising out of this or any other transaction with Supplier.



## **20. GOVERNING LAW**

This contract shall be governed by the laws of the State of Florida, excluding its conflict of law rules. If this is an international transaction, the parties agree that the United Nations Convention on the International Sale of Goods shall have no force and effect.

## **21. ATTORNEYS FEES**

In the event that the parties litigate any dispute arising under or relating to this Purchase Order, the prevailing party shall recover from the other all reasonable attorneys' fees and costs incurred at trial and on appeal, including those incurred in any bankruptcy proceedings.

## **22. PAYMENT; LIMITATION OF LIABILITY**

Buyer's obligation to pay Supplier for Goods is expressly conditioned upon receipt of completed, conforming Goods. BUYER'S TOTAL LIABILITY FOR CLAIMS BY SUPPLIER SHALL NOT EXCEED THE TOTAL PURCHASE PRICE OF THE PURCHASE ORDER, IRRESPECTIVE OF THE FACTS AND LEGAL THEORIES UNDERLYING SUCH CLAIMS, INCLUDING BUT NOT LIMITED TO THEORIES OF NEGLIGENCE AND OTHER TORTS. In no circumstances shall Buyer be liable to Supplier for consequential and incidental damages, including but not limited to lost profits, and goodwill. In no event shall Supplier acquire any direct claim or direct course of action against the U.S. Government.

## **23. EXPORT OF EQUIPMENT AND TECHNICAL DATA**

Supplier shall not disclose or otherwise transfer any technical data or equipment furnished to it by Buyer or developed by Supplier directly from such data to any third party, including foreign nationals employed by the Supplier within the United States, except in compliance with the applicable licensing, approval, and all other requirements of the US export control laws, regulations and directives, including but not limited to the Arms Export Control Act (22USC 2778), International Traffic in Arms Regulations (22 CFR Part 120-130), Export Administration Act (50 USC 2401-2410 as amended), Export Administration Regulations (15 CFR Part 730-799) and DoD Directive 5230.25, Withholding of Unclassified Supplier from Public Disclosure. Supplier shall obtain Buyer's written consent before submitting any request for authority to export any of Buyer's proprietary or export controlled technical data. Supplier shall indemnify and hold Buyer harmless from all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of Supplier to comply with this Article 28. US manufacturers of export-controlled defense articles are required to register with the US Department of State (USDOS).

## **24. CODE OF CONDUCT**

Supplier has received and reviewed Buyer's Supplier Code of Conduct and shall strictly comply with the Code as presently drafted and as it may be amended by Buyer from time to time. Supplier shall require and certify that all sub-contractors and vendors that manufacture or assemble Contec Americas, Inc. goods comply with the Code. In the event of any breach of the Code, Buyer may provide Supplier with the opportunity to come into compliance. Failure to comply with the Code may give rise to the cancellation of this Purchase Order.

## **25. PRODUCT REQUIREMENTS**

Certificate of RoHS Compliance: Supplier certifies that supplied parts are manufactured in compliance with Directive 2011/65/EU. Beginning on January 1, 2019, compliance with amendment (EU) 2015/863, or a statement of intention regarding the expected compliance date. A certificate of Compliance shall accompany delivery and shall be available upon request.

a. The following materials shall not be contained in any deliverable product: Cadmium, Magnesium, Zinc or Selenium except internal to hermetically sealed devices. Unalloyed tin



with less than 3 percent (by weight) alloy material Corrosive solder fluxes (Type RA, etc.) unless detailed cleaning procedures are specified, along with appropriate verification methods to ensure removal of residue contaminants. Mercury or compounds of mercury. All radioactive materials including uranium, potassium, radium, thorium, and/or any alloy thereof.

b. Conflict Minerals: The Supplier shall comply with the Contec Conflict Minerals Policy and provide a disclosure form annually to Contec.

c. Control of Lower-Tier Suppliers: The Supplier shall flow-down all applicable Contec purchase order requirements, including, but not limited to Terms and Conditions and Quality Clauses to Sub-Tiers performing work involving this purchase order.

d. Control of Quality Records: All records related to the manufacturing, testing and inspection of parts supplied to a Contec purchase order will be maintained for a minimum of 7- years unless otherwise specified. Records must be available for review by Contec within two working days of request.

e. Electrostatic Discharge Control (ESD): All electrostatic sensitive devices shall be packaged, marked, and handled in compliance with ANSI/ESD S20.20 (or equivalent).

f. Identification, Preservation, Packaging, and Packing: All shipments to Contec must be packaged to avoid damage and deterioration and must be shipped to the address specified on the PO unless otherwise noted.

g. Packaging and packing shall be in accordance with good commercial practices unless otherwise specified on the PO. Parts shall not be intermingled unless otherwise specified.

Each box or container shall be labeled and have as a minimum the following information: (1) Part number and revision, (2) PO number, (3) PO Line Item, (4) Quantity and (5) Manufacturer's identification.

h. Shelf Life: No materials with a shelf-life date will be shipped to a Contec Americas Inc. purchase order with less than 80% of the full shelf-life as determined by the original manufacturer unless previously approved in writing by Contec. The expiration dates shall be clearly recorded on the packaging and the shipping documents.

i. Source of Supply: Suppliers are responsible for ensuring compliance for materials used to manufacture parts supplied to Contec. Suppliers will only purchase materials from Original Equipment Manufacturers (OEM's), standard catalogues, or the OEM authorized distributors. Purchasing from independent brokers or other sources is not authorized unless approved in writing by Contec.

j. Temperature Sensitive Material: The Supplier must identify each shipment of temperature sensitive material with the manufacture date, storage temperature and recommended shelf life, in addition to the normal identification requirements of Name, Type, Size, Lot Clause and Quantity.

k. Identification and special handling conditions must be recorded on the shipping document.

l. REACH (Registration, Evaluation, Authorization and Restriction of Chemicals): Supplier must monitor their products to ensure that they do not contain SVHC. Supplier must declare that none of its products contains any of the Substances of Very High Concern (SVHC) included in the most recent Candidate List of SVHC above a concentration of 0.1% weight by weight (w/w). Certificate of Compliance shall accompany delivery and shall be available upon request.

## **26. Quality Management System**

Quality Management System: The Supplier shall maintain a Quality Management System that complies with the requirements of either ISO9001 or a Quality Management System approved by Contec.