



## TERMS AND CONDITIONS OF PURCHASE ORDER - SUPPLIER

**ACCEPTANCE:** This order constitutes a binding contract upon the terms and conditions herein when accepted by the seller (Supplier), either by acknowledgement or by commencement of shipments. If any of seller's prior proposals, quotations or writings are in conflict with the terms of this order, the terms hereof shall govern. Electronic Craftsmen (the "Purchaser") recognizes that the seller may, for operating convenience, utilize their own form of acknowledgement or confirmation of sale in accepting this order, in such case, any provisions, terms or conditions in such form of acceptance which modify, conflict with, contradict or add to any provision, terms, or conditions of this order shall be deemed to be waived (unless expressly accepted in writing by the Purchaser) it being agreed that the provisions, terms, and conditions of this order constitute the entire contract between the parties. No alterations, modifications, or deletions of any of the terms or provisions of this order made by the seller will be binding upon the Purchaser, unless expressly accepted in writing by the Purchaser. "Product" refers to materials and/or services procured under the Purchase Order.

**ACKNOWLEDGMENT:** Please acknowledge receipt of this order with an authorized signature, verifying prices and shipping dates. By accepting this order, Supplier agrees to flow down to its supply chain, all applicable requirements, including Purchaser requirements.

**RIGHT OF ACCESS:** Upon request, the Supplier shall grant the Purchaser, their customer, and any applicable regulatory authorities' access to the applicable areas of all facilities, and associated records, at any level of the supply chain involved in the order.

**INSPECTION AND CONFORMITY:** The Supplier confirms that all Product provided by them under this purchase order conforms to specified requirements in either the Purchaser's drawing and/or the Supplier's specification. All articles shall be subject to inspection and approval by the Purchaser after delivery, notwithstanding prior payment, it being expressly agreed that payment shall not constitute final acceptance. Purchaser may reject any article, which contains defective material or workmanship or does not conform to specifications or samples.

**NONCONFORMANCES:** Supplier shall notify the Purchaser of any nonconforming product and obtain Purchaser's approval for any nonconforming product disposition.

**CANCELLATION:** Purchaser reserves the right to cancel this order if seller does not make deliveries as specified on this order, or if seller breaches any of the terms hereof, including the warranties of the seller.

**PRICING:** This order must not be billed at higher prices than shown above. No additional charges of any kind will be allowed unless specifically agreed to by the Purchaser in writing.

**SUBSTITUTIONS:** No substitutions are permitted without prior written approval by Purchaser. Supplier shall notify the Purchaser, and obtain prior written approval, if there are any changes in product, process, Suppliers, or manufacturing facility location.

**OVER-SHIPMENTS:** No over-shipments will be accepted unless expressly agreed in writing by the Purchaser.

**ADDITIONAL SUPPLIER PURCHASE ORDER CONDITIONS (SPOC):** By acknowledging this order, Supplier agrees to adhere to all Electronic Craftsmen SPOC requirements, if listed in the order. Electronic Craftsmen SPOC documentation, containing a full listing of all SPOC requirements, is available upon request, or by visiting the About Us tab at [ecraftsmen.com](http://ecraftsmen.com), and clicking on the [Customer & Supplier Info](#) link.

**SHELF-LIFE REQUIREMENTS:** For any product with a specified shelf life, the product must be delivered with a minimum of 80% of the original shelf-life duration remaining.

**QUALITY RECORDS:** Unless stated otherwise, the Supplier shall retain all quality records pertaining to this order for a minimum retention period of 7 years from the delivery date.

**CONFLICT MINERALS:** Supplier is required to disclose the use of Tin, Tantalum, Tungsten and/or Gold in their products and if used, confirm that these materials are sourced from non-conflict regions only in accordance with the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

**PRODUCT SAFETY:** Supplier confirms that all materials and services provided will perform its designed or intended purpose without causing unacceptable risk of harm to persons or damage to property.

**ETHICAL BEHAVIOR:** Is it the expectation of Electronic Craftsmen that each of its business partners practice sound ethical behaviour with all employees, Suppliers and other interested parties by demonstrating respect for key moral principles that include honesty, fairness, equality, dignity, diversity and individual rights.

**COUNTERFEIT MATERIALS:** Supplier Certifies that all materials ordered have been verified as genuine and are not counterfeit in any way.

**The Electronic Craftsmen P.O. Number must appear on all packages, invoices and correspondence.**