

**ELECTRO PRODUCT MANAGEMENT, INC
PURCHASE ORDER TERMS AND CONDITIONS**

This Purchase Order is expressly made conditional on Vendor's consent to these terms. By signing and/or shipping items against this Purchase Order, you agree to the following terms:

1. Vendor expressly warrants that all items purchased by **Electro Product Management (EPM)** pursuant to this Purchase Order shall conform to the requirements and specification (if stated) of this Purchase Order, shall be free of defects in materials, workmanship, and design, shall be of a merchantable quality, shall be fit for any particular purpose to which they are ultimately designed for and of which Vendor has knowledge, and shall be free from any other defects and/or failures of any other kind for a minimum of 60 days from **EPM's** receipt and acceptance of such items. Any attempt by Vendor to limit or disclaim any warranty, express or implied, shall be ineffective and have no legal force or effect.
2. Parts must be new and unused, and in original manufacturer packaging unless otherwise agreed in writing signed by **EPM** and Vendor.
3. **EPM** reserves the right to refuse delivery and/or return merchandise freight collect if said merchandise does not match quantity, description, manufacturer, date code, or part number stated on the Purchase Order, or if not delivered by due date.
4. For shipments of 100 lbs (45Kg) or more, **EPM** must be notified in writing before shipping.
5. **EPM's** Order number must appear on all correspondences, shipping labels, packing slips, invoices, and any other documentation.
6. **EPM** must be notified in writing immediately if Vendor cannot ship as scheduled and/or specified in this Purchase Order.
7. Vendor must guarantee a refund for all defective products. Defective products delivered to **EPM** C.O.D. will be returned to Vendor C.O.D. Vendor is responsible for all costs associated with and RoHS non-compliance and will accept a full return of all parts not meeting RoHS compliance criteria if necessary.
8. Purchasing Information Flow Down:
 - a. Seller shall notify **EPM** of nonconforming product detected after delivery of product, which could or does affect product delivered.
 - b. Supplier shall notify **EPM** of any changes in product and/or process definition, changes of suppliers, and changes of manufacturing facility location that affects or could affect product acceptance

- c. The Seller shall flow down all applicable Purchase Order requirements to the supply chain.
- d. Seller shall keep and maintain inspection, test and related records, which shall be available to **EPM** or **EPM's** representative. Seller shall allow copies to be made and shall furnish all information required by the **EPM** or **EPM's** representative. Seller shall maintain records for minimum (10) years unless otherwise stated.
- e. Unless stated otherwise in the documents accompanying these terms and conditions, Seller shall allow right of access to **EPM**, **EPM's** Customer, and regulatory authorities to all facilities involved in the order, and to all applicable records.

9. Export Control

“Foreign Person” is not allowed to inspect or review our parts/drawings/specifications (i.e. AS9100 audit and special process audit) without MLA (Manufacturing License Agreement).

10. DODD-FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT

Please provide notice if any of the products supplied are affected by the above act. See EPM Conflict Mineral Policy at www.epmtechsales.com. More information can be found at: <http://www.sec.gov/>