

# Purchase Order Terms and Conditions

## Terms of Sale

*The following terms and conditions shall apply to and be deemed a part of all purchase orders placed or awarded by Spectrum Controls, Inc., hereafter referred to as "Purchaser", except as such purchase orders shall otherwise specifically provide.*

### 1. Terms and Conditions

Any additional or different terms or conditions contained in the Seller's offer or acceptance shall be deemed objected to by the Purchaser, with no need of further notice and under no circumstances be binding upon the Purchaser, unless specifically agreed to by Purchaser in writing. Seller will be deemed to have assented to all terms and conditions contained herein if any part of the described merchandise is shipped.

### 2. Specifications

All "Goods" (including materials, articles, or services) on this purchase order must conform to drawings, specifications, samples or other description furnished by the Purchaser. None shall be copied or duplicated in any manner. Such documents shall be used only in the manufacture and production of Goods for the Purchaser and/or the Purchaser's designee and shall be returned at Purchaser's request. These documents are confidential and shall not be discussed with or disclosed to third parties except as authorized by the Purchaser.

### 3. Tooling and Equipment

Artwork, tools, dies, jigs, fixtures, patterns and other equipment furnished or specifically paid for by Purchaser shall be and remain the personal property of Purchaser. Such property while in Seller's custody or control shall be Seller's risk, and shall be returned to Purchaser in the same condition as received, ordinary wear and tear excepted, at Purchaser request. No modifications will be made without Purchaser's knowledge and written consent.

### 4. Delivery Schedules

Delivery is to be made in accordance with Purchaser's shipping schedule, which is subject to revision with respect to undelivered quantities. It shall remain the Seller's responsibility to furnish Purchaser, in writing, any material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet the Purchaser's delivery schedule. Over-shipment of Goods shipped in advance of schedule may be returned to Seller at Seller's expense.

## **5. Delayed Deliveries**

Seller will not be liable for damages or delays on delivery in the case of force majeure. The Purchaser, however, reserves the right to cancel this order in whole or in part, or reject the Goods, if not delivered by the date specified. Such reservation shall not be deemed to waive any other rights of the Purchaser. If Purchaser approves a revised delivery schedule or alternate shipping method, Seller agrees to pay additional transportation charges as a result of such approval.

## **6. Warranty**

Seller warrants title to Goods delivered hereunder, and warrants them free from defects and/or imperfections in material or workmanship. Purchaser, in addition to any other rights, shall have the right to reject and return any Goods which are defective and or have imperfections in material or workmanship at Seller's expense (including Purchaser's handling charges) or require that such Goods be corrected or replaced promptly with the replacement or correction thereof, Purchaser either may terminate this order for default or may charge Seller the cost of damages occasioned Purchaser thereby.

## **7. Payment Offset**

Purchaser shall be entitled at all times to set off any amount owing from Seller to Purchaser against any amount payable by Purchaser.

## **8. Applicable Laws**

Seller shall comply with all applicable State, Federal, and Local laws, rules and regulations. This Purchase Order shall be governed in all respects by the laws of Washington State.

## **9. Entirety of Agreement**

This document constitutes the entire and only agreement between the parties hereto and any representation, affirmation of fact and course of prior dealings, promise or condition in connection therewith, or usage of the trade not incorporated herein, shall not be binding on the Purchaser. No waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by the specifically authorized representative of the Company.