

## P.O. Terms and Conditions

1. Definitions. The word "Buyer" whenever used herein shall mean Beaumont Advanced Processing. The party with which this order is placed is referred to herein as "Seller." The terms "Purchase Order" refers to and include the face of this document, these Standard Terms and Conditions, and any other documents specifically made a part of this Purchase Order.
2. Acceptance of the offer represented by a Purchase Order or other agreement is expressly limited to the terms of such Purchase Order or other agreement.
3. Purchase prices shall be as stated on the face of the Purchase Order and shall not be subject to escalation without Buyer's prior consent. Notwithstanding the foregoing, Seller agrees that purchase prices charged shall not be less favorable than those extended to any other customer for the same or like articles in equal or lesser quantities, and that if prices for such articles are reduced prior to delivery, prices hereunder shall be reduced correspondingly. Purchase prices are inclusive of all extra charges, including charges for packing, containers, insurance, and transportation, except as otherwise specifically provided on the face of the Purchase Order.
4. If Seller discontinues manufacture of the products, or the components, parts or subassemblies or does not provide any of them in a timely manner for Buyer's requirements, Seller shall make available to Buyer all software, drawings, specifications, data, documentation and know-how which shall enable and facilitate Buyer, its suppliers and its customers to purchase, manufacture, incorporate into Buyer's products, use, market, sell, modify, repair and/or reconstruct such products, components, parts and sub-assemblies.
5. To the extent that work under this Agreement requires that Seller be given access to confidential, classified, or proprietary business, technical, or financial information belonging to Buyer or Buyer's customers, Seller shall after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by Buyer or Buyer's customers. Seller shall also protect such information from foreign, non-US citizens at all times.
6. Buyer may at any time by a written order, and without notice to sureties, make changes within the general scope of any Purchase Order as follows: (i) drawings, designs or specifications, where the products to be furnished are to be specially manufactured for Buyer; (ii) method of shipment or packing; (iii) time and/or place of delivery and amount; and/or (iv) the period of performance of work; and Seller shall comply therewith. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under the Purchase Order, an equitable adjustment, as determined by Buyer, shall be made in the Purchase Order, price, or delivery schedule, and the Purchase Order shall be modified in writing accordingly.
7. An itemized packing list and any other agreed upon documentation from Seller must accompany all shipments.
8. Seller shall build, inspect, and evaluate all products as designated by Buyer per Buyer requirements, and Seller/Supplier shall make inspection systems, procedures, and records available to Buyer upon request. Seller shall maintain all inspection records and documentation for a minimum of (5) years upon Buyer's acceptance of delivery.
9. Seller shall have the proper counterfeit control protocols in place and notify Buyer immediately in any instance that counterfeit product or material is suspected.
10. Seller shall notify Buyer of any nonconforming product or process prior to shipment. Seller shall only disposition scrap and rework nonconformances. Seller shall notify the Buyer and work with Buyer through "use as-is" dispositions.

11. At any time, Seller agrees that Buyer and its contractors can perform quality surveys and inspections at Seller's locations where materials and services are rendered.
12. Seller will pack and mark products in accordance with Buyer's instructions, secure the lowest transportation rates, meet carrier requirements, and assure delivery free of damage and deterioration. Seller is responsible for the products until delivery at the designated FOB point.
13. Time of delivery, as provided, is of the essence. Seller must notify Buyer as soon as possible but no later than (10) ten business days in advance of delivery schedule that will not be met or if material is on back order. If Seller for any reason does not meet the time of delivery as to all goods ordered, Buyer may at its option either approve the revised delivery schedule, reduce the total quantity covered by the Purchase Order by the amount of omitted shipments reducing the price *pro rata*, or terminate the Purchase Order, without liability for any such revision, reduction, or termination.
14. Payment for goods and/or services covered by this order will be made in U.S. dollars unless otherwise stated on the Purchase Order.
15. Notwithstanding payment or any prior inspection, if any of the products, material, or services are found to be defective in material or workmanship, or otherwise not in conformance with the requirements of a Purchase Order, at any time after delivery, then in addition to any other rights or remedies which it may have under warranty or otherwise, Buyer shall have the right to reject and return such to Seller (at Seller's expense and risk of loss) to be corrected or replaced promptly with satisfactory products, material, or services in accordance with directions accompanying a notice of rejection.
16. Seller shall not purchase for the account of Buyer or charge to Buyer the costs of any tools, dies, jigs, molds, fixtures, patterns or other materials or equipment (collectively, "Tools") used or useable for producing Products pursuant to the Purchase Order, unless such Tools have been listed on the Purchase Order. Where Tools are included in the Purchase Order, they shall be purchased by Seller as agent for Buyer.
17. Seller at its own expense shall keep all Buyer's Property maintained in good working order in accordance with the manufacturer's specifications and any replacement parts installed on Buyer's Property or any other modifications or improvements thereto shall become the Property of Buyer.
18. Unless otherwise provided in the Purchase Order, Seller shall, at its expense, furnish, keep in good condition, and replace any Tools necessary for the production of the Products.
19. Seller shall immediately notify Buyer of any significant updates or changes to Seller's business that can affect Buyer's products.
20. Buyer may, by written notice of default to Seller, terminate all or any part of a Purchase Order if (i) Seller fails to make delivery of the products or to perform the services within the time specified herein or any extension therefor; or (ii) Seller fails to perform any of the other provisions of the Purchase Order, breaches any representation, warranty, or covenant or so fails to make progress as to endanger performance of the Purchase Order, in accordance with its terms, and fails to cure such failure within a period of (15) fifteen days (or such longer period as Buyer may authorize in writing; but only to the extent curable) after receipt of notice from Buyer.