

## Q-Flex Inc. (Q-Flex) Purchase Order Terms and Conditions

1. If unable to make shipment on date specified, notify Q-FLEX procurement department at once.
2. No charges will be allowed for boxing, crating or cartage unless previously agreed. If though routing is not specified, ship by route providing lowest rate, otherwise excess will be charged to your Account.
3. The right is reserved to cancel this order if not filled in accordance with our delivery schedule.
4. This order is subject to modification in the event of fires, strikes or other natural disaster conditions beyond our control.
5. PACKING LIST & Certificate of Conformance must accompany each shipment.
6. INVOICE must show our purchase order number, terms and full description of the material shipped.
7. All Invoice terms will be from the date of receipt in our office.
8. This Purchase Order contains the entire contract between the parties, and no modification or variation of this terms shall be of any effect unless agreed to in writing, signed by both parties including:
  - a. Definition and approval of products and services at our receiving inspection per PO, Blue Print requirements;
  - b. The use of approved methods, processes and equipment that may be calibrated as required by ISO
  - c. The release of products and services and packaging as stated by the Blueprint or PO;
  - d. Competence of any required qualifications of persons performing the work;
  - e. Control of and monitoring of external providers performance to customer or Q-FLEX PO requirements;
  - f. Interaction with Q-FLEX will be documented in writing, including email or fax and
  - g. All Documents related to this order including blueprints, specification and customer information are covered under ITAR compliant processes.
9. The Seller expressly warrants that all goods and service supplied pursuant to this order will comply with the specifications, drawings, description or samples furnished or specified by Q-FLEX and that the same will be of good quality material and workmanship, free from defects and fit for the purpose intended. The Seller agrees to defend, indemnify and hold harmless Q-FLEX from and against any and all claims, losses, damages and settlement expenses resulting from or arising out of a breach of the Seller express warranties and those implied by statute, and of which Q-FLEX notifies the Seller at any time.
10. Flow down to external providers applicable requirements including customer special requirements, critical items and key characteristics such as FOD foreign object debris, ESD electrostatic discharge, ITAR compliance, Government Priority DPAS see ([https://www.dcmamilitary.com/Portals/31/Documents/DPAS/DPAS\\_Contractors\\_REV7.pdf](https://www.dcmamilitary.com/Portals/31/Documents/DPAS/DPAS_Contractors_REV7.pdf)) for details, and current RoHS 3 (EU Directive 2015/863.)
11. Use customer-designated or approved external providers including services sources or process sources.
12. The use of statistical techniques for product acceptance and related instructions for acceptance by Q-FLEX including Test inspection and verification including process verification and Certificate of Conformance/Analysis shall be included appropriate test data.
13. Q-FLEX, their Customers, and any Regulatory Authority shall have the right of access to applicable areas of all facilities, at any level of the supply chain, involved in the Purchase Order and to all applicable documented information. Including verification or validation activities that Q-FLEX or its customers intends to perform at the external provider premises.
14. Seller shall notify Q-FLEX of any Process/Product/Supplier/Facility changes which may affect the purchased product and obtain approval of their disposition.
15. Seller shall notify Q-FLEX of any Non-Conforming Process/Product found which may affect the performance or quality of the purchased product as received and obtain approval of their disposition.
16. All Quality records related to the Purchase Order shall be maintained for minimum of 7 years or as stated by customer requirement.
17. External Suppliers shall identify Counterfeit Parts and prevent them from entering the supply chain.
18. External Suppliers shall flow down to their employees contribution to product safety and awareness of their contribution to product or service conformity and importance of ethical behavior.
19. External Supplier shall implement and maintain a Quality Management system that addresses the risk, interested parties and continual improvement.
20. Provide test specimens for non- design approval inspection/verification, investigation or auditing. Design and Development Control are Excluded.