



## Purchase Order Terms and Conditions

1. A Purchase Order (“Order”) shall be considered confirmed upon DRI's receipt of such Order signed and dated by the Supplier.
2. All changes and/or amendments to an Order and all other agreements related to an Order must be in writing and signed by both parties to be valid.
3. Terms of delivery apply from the date that the Order was placed. Early deliveries and/or Partial deliveries will only be accepted with DRI's advance agreement in writing.
4. In the event of a Supplier delivery delay, Supplier shall notify DRI 30 days before scheduled delivery date(s). New delivery date(s) must be agreed upon by both parties in writing. If the Supplier fails to deliver 14 days after due date(s), DRI shall have the right to cancel such Order without any obligation on the part of DRI.
5. In addition to any and all other documents specified in the Order as being required by DRI, the Supplier shall provide DRI with any and all other documents required for DRI's acceptance and use of the goods in an Order.
6. DRI may, from time to time, require supplier to stop all or any portion of the work called for by the Order for a period of up to 120 days. At any time prior to the commencement of lead time, DRI may cancel order(s) in whole or in part, without liability to seller.
7. All goods must be properly packed (no metal to metal contact for finished parts). In the event that goods are delivered to DRI in defective condition, DRI shall have the right to choose from among the following remedies: (i) return said goods to the Supplier at the Supplier’s sole expense for repair or replacement; (ii) repair the defect itself at the Supplier’s sole expense and deduct such repair costs from the original price agreed to for said goods.
8. The repair of defective goods and/or the delivery of replacement goods must be completed within 14 days of written notification by DRI to the Supplier, unless otherwise agreed to in writing by both parties.
9. Variation in Quantity (V.I.Q.) =  $\pm 0\%$  unless otherwise agreed upon by both parties in writing.
10. Payment Terms: 60 Days unless otherwise agreed upon by both parties in writing.
11. All Supplier exceptions to these Terms and Conditions, if any, shall be made in writing at the time of confirmation. DRI shall have the right to accept or reject any such exception in its sole discretion.
12. Counterfeit parts/raw materials: The supplier’s certificate of conformance, although it may not be explicitly stated on the certificate, shall be a guarantee that the parts or raw materials supplied to DRI are not counterfeit. Counterfeit parts are copied or altered parts/materials made without the legal right or authority to do so. Also, counterfeit parts shall mean a part, component, module, or assembly whose origin, material, source of manufacture, performance, or characteristics are misrepresented.
13. DRI Form 7.4-7 “Supplier Quality Requirements” apply, (<http://www.delta-ray.com/SQCodes.pdf>).