Purchase Order Terms & Conditions

AGREEMENT DOCUMENTS: This Purchase Order and any attachments are the complete agreement between AsteelFlash Suzhou, Inc. (AsteelFlash) and Seller. No other document, including Sellers proposal, question and acknowledgement forms, shall be a part of this agreement, even if referred to, unless specifically agreed to by AsteelFlash in writing. No right that AsteelFlash has regarding this agreement may be waived or modified except in writing.

REVOCATION: This Order may be revoked at any time prior to AsteelFlash receipt of written acceptance by Seller.

PRICE: If Price is not stated on this agreement, Seller must contact AsteelFlash and negotiate an agreed upon price.

TAXES: Seller must pay all sales excises and use taxes unless otherwise agreed to in writing.

SHIPPING INSTRUCTIONS: Whenever requested to do so, by written instructions or blueprint notation, Seller will make goods and/or services covered by this order in the manner specified by AsteelFlash. Packing slips must accompany the shipment of goods along with a Certificate of Conformance for all items. Packing slips and containers shall indicate, as applicable, purchase order number, part number, revision level, description of item, and shipping quantity, in a clearly visible position. Invoices and packing slips must be marked “complete” when sent with the final shipment. Waybill Number must be provided to Asteelflash within two days, to the attention of the AsteelFlash relevant buyer. AsteelFlash shall have the right at any time to specify the carrier of method of transportation, and agrees, unless necessitated through fault of the Seller, to compensate Seller for the excess cost of any specified transportation over the transportation cost for shipment in the manner specified in this order. AsteelFlash shall also have the right to require special, express or air shipments if Seller fails to meet the delivery requirements of this order. Seller shall reimburse AsteelFlash for any resulting transportation costs. Products covered by this order are to be shipped to assure arrival at “ship to” point free of damage and deterioration. NO charge will be allowed for boxing, containers or cartage unless otherwise agreed to in writing. Components shipped must have a date code of less than two years unless approved in advance by AsteelFlash.

DELIVERY: Seller shall promptly inform AsteelFlash in writing of any anticipated delay in shipment. AsteelFlash reserves the right to return, shipping charges collect, all Goods received more than three business days in advance of the specified delivery date or after the specified delivery date. If Seller fails to ship on time, AsteelFlash may cancel this Purchase Order and any subsequent installments on the balance of this order at its sole discretion without any penalties.

INSPECTION OF GOODS: AsteelFlash may inspect the goods within a reasonable time of delivery. AsteelFlash may return nonconforming goods to Seller at Seller’s risk and expense. Payments shall not constitute an acceptance of the goods nor impair AsteelFlash right to inspect or any of its remedies. AsteelFlash retains the right to have either AsteelFlash personnel or the customer verify product at supplier premises.

PARTS PROVIDED BY AsteelFlash: If AsteelFlash provides parts for use by Seller to perform work under this agreement, Seller shall use such parts solely for that purpose.

SUBCONTRACTING: Seller shall not subcontract the work to be performed under this agreement without prior written consent from AsteelFlash. Seller may purchase goods it normally purchases to perform work.

PATENTS: Seller warrants that the sale or use of the articles of material herein purchased will not infringe any intellectual property or patent rights and that Seller will at its own cost and expense defend every suit which may be brought against AsteelFlash or any party selling or using any of AsteelFlash products (provided the Seller is promptly notified of the institution of such suit) for any alleged infringement of any such patent arising out of the sale or use of said articles or materials, and to pay all expenses and fees of counsel which shall be incurred in connection with the defense thereof, and all cost, damages, and profits recoverable in every such suit.

CHINA LAW: The laws of the People’s Republic of China shall govern this agreement.

COMPLIANCE WITH LAW AND REGULATIONS: Seller shall at all times comply with all applicable laws, rules, and regulations concerning the manufacture and distribution of Goods, and shall ensure that its activities in performance of this agreement shall not cause AsteelFlash to be in violation of any laws, including without limitation import or export laws, packaging regulations, Social Responsibility code of conduct requirements, and any applicable Supply Chain security guidelines of the countries in which AsteelFlash conducts business. For any material requiring agency marking (ex: UL), it is the responsibility of the supplier to ensure correct markings are on the material.

> **Packaging:** Seller shall comply with packaging regulations of destination countries including, but not limited to, ISPM 15 “Requirements of Wood Packaging Materials.”

WARRANTY: Seller warrants to AsteelFlash and its customers that the Goods shall be free of liens, and perform in accordance with their published specifications and be free from defects in materials, workmanship and design for a period of two years from AsteelFlash receipt of such Goods. Goods not meeting this warranty may be returned to Seller for credit or replacement. Should Goods shipped in any 90-day period to AsteelFlash or should all Goods received by AsteelFlash experience a failure rate of more than 3% from the same defect or more than 5% from cumulative defects, Seller will be responsible for all costs incurred in rectifying such failures, including testing and field-recovery costs.