



Purchase Order Terms & Conditions

As a Supplier of Concept Components, you agree to comply with the additional terms and conditions listed below with respect to any product or services, provided to Concept Components (CC).

Section A: Definitions

1. **"Supplier"** means the person, firm or company to whom this Purchase Order is addressed on the face of this Purchase Order.
2. **"Components"** means all goods and services or any parts thereof to be supplied under this Purchase Order. As used herein, the definition of Components shall include services, as the context requires.
3. **"Purchase Order"** means the contract arising between CC and Supplier for the supply of Components including all instructions, documents, specifications and drawings (if any) referenced therein.

Section B: Contacts & Agreements

1. **Point of Contact.** Suppliers are instructed that the first line of communications in matters related to product supply or acceptance is the Purchasing agent as identified on the applicable purchase order/contract. CC will engage the appropriate personnel responsible for feedback and /or decision making or updating of systems for general awareness.
2. **Entire Agreement.** This Purchase Order and these terms and conditions, when accepted by Supplier's written acknowledgment or commencement of performance, represent the complete and exclusive agreement between CC and Supplier for the Components, superseding all oral or written prior agreements and all other communications between CC and Supplier relating to the subject matter of this Purchase Order. No change in, modification of, or revision to this Purchase Order or these terms and conditions shall be valid unless in writing and signed by an authorized representative of CC's Purchasing Department. In the event of any conflict between these terms and conditions and any term or condition on the face sheets of this Purchase Order, the terms and conditions on the face sheets of this Purchase Order shall control.
3. **Acceptance.** This Purchase Order and these terms and conditions are CC's offer to Supplier. Any acceptance of this Purchase Order is expressly limited to acceptance of the terms of the Purchase Order and these terms and conditions. Any additional or different terms, which may be contained in any documents furnished by Supplier, are deemed material and CC hereby objects to and rejects them. Any of the following Supplier acts shall constitute acceptance (i)



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acknowledgment of this Purchase Order; (ii) commencement of performance; (iii) informing CC of commencement; or (iv) shipping of any Components in performance of this Purchase Order.

4. **Delivery & Delays.** Delivery time is of the essence. Delivery terms shall be as provided on the face sheets of this Purchase Order to CC's address identified on the face sheets of this Purchase Order where title and risk of loss shall pass. If the Components are not delivered within the time specified hereon, CC may reject such Components and cancel this Purchase Order and have no obligation whatsoever to pay for the Components. CC's acceptance of delinquent deliveries shall not be deemed a waiver by CC of its right to cancel this Purchase Order, or to refuse to accept further deliveries. As soon as Supplier determines that a delivery date cannot be met, Supplier shall immediately inform CC in writing of the cause for such delay and Supplier's earliest possible delivery date so that CC can determine whether to accept Supplier's proposed new schedule. Supplier agrees that in the event Components are delinquent to CC's acknowledged Purchase Order, Supplier will grant CC priority for completed Components allocation and shipment. The above remedies afforded to CC shall not be exclusive and Supplier shall indemnify and hold CC harmless from and against any and all damages, losses, demands, costs and expenses arising from claims of third parties due to any breach or default set forth above.
5. **Packing.** Unless otherwise specified on the face sheets of this Purchase Order (i) Supplier shall package and crate Components in compliance with carriers' tariffs, (ii) Supplier shall place Components in suitable containers for protection in shipment and storage, and (iii) Components pricing shall include all charges for Supplier's packaging and crating. If CC requires special packaging or special containers, Supplier shall separately state the amount of any such special packaging or special containers in its invoice.
6. **Price.** This Purchase Order shall be limited to those prices specified on the face sheets of this Purchase Order, which are not subject to increase unless specifically authorized by a written amendment to this Purchase Order. If this Purchase Order omits price terms, the price of the Components shall be the price last quoted or paid, whichever is lower. Unless otherwise provided in this Purchase Order, prices specified on the face sheets of this Purchase Order shall include all federal, state and local taxes or other governmental charges imposed upon the manufacture, sale or transportation of the Components specified herein. CC shall receive the benefit of any general reduction in Supplier's prices implemented prior to delivery. In no event shall CC be charged a price higher than charged to Supplier's other customers for goods of like grade and quality and in substantially the same quantities.
7. **Payment.** Payment terms shall be as provided on the face sheets of this Purchase Order. If payment terms are not provided on the face sheets of this Purchase Order, all invoices will be



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paid by CC within sixty (60) days of the later of (i) CC's receipt of Supplier's correct invoice, which includes among other things, CC's Purchase Order number or (ii) the date of receipt, inspection and acceptance of the Components so ordered

Section C: Termination

- 1. Termination for Convenience.** CC may terminate, for its convenience, this Purchase Order, in whole or in part, by providing written notice to Supplier. Upon receipt of such notice, Supplier shall (i) discontinue all work with respect to that portion of this Purchase Order terminated by CC; (ii) place no additional orders or subcontracts for materials or services as to that part of the work terminated; and (iii) take such other reasonable action as may reduce any termination costs due Supplier. In the event CC terminates for convenience any Purchase Order, in whole or in part, Supplier's claim shall be limited to (i) an amount equal to the aggregate purchase price of all Components completed prior to the termination within the established lead-times set by CC's delivery schedule, and (ii) Supplier's raw materials, work in process, supplies and other material costs (excluding overhead and profit) incurred in the production of any uncompleted Components scheduled for delivery within the established lead-times; provided that such costs under (i) and (ii) cannot be allocated by Supplier to other work. In no event shall termination costs exceed the total purchase price of the Components terminated by CC.
- 2. Termination for Default.** CC, by written notice, may terminate this Purchase Order for default if Supplier fails to (i) comply with any of the terms of this Purchase Order or these terms and conditions; (ii) make progress so as to endanger performance of this Purchase Order; or (iii) provide CC, upon request, with adequate assurance of future performance within the time period requested by CC. Supplier shall have thirty (30) days to remedy such failure to the reasonable satisfaction of CC following notice from CC.
- 2. Termination for Insolvency.** CC may terminate this Purchase Order immediately upon written notice to Supplier if Supplier (i) becomes insolvent; (ii) files a voluntary petition in bankruptcy; (iii) executes an assignment for the benefit of creditors; (iv) is adjudicated as bankrupt or insolvent or a receiver or trustee is appointed for Supplier; or (v) Supplier terminates its existence or ceases to do business.