

# PRIMUS

I N T E R N A T I O N A L

*Accra Division*

## Purchase Order Terms and Conditions

### **1. PACKAGING**

No changes allowed for packaging or cartage unless noted on the face of this order. All goods must be so packed as to secure lowest possible freight rates and must be shipped by cheapest means possible unless otherwise noted.

### **2. PATENT WARRANTY**

To the extent the articles to be furnished hereunder are not manufactured pursuant to Design originated by the Buyer. The Seller, by accepting this order, warrants that the safe or use of any and all articles of materials delivered hereunder will not infringe any United States or Foreign patent and agrees that he will at his sole cost and expense defend any action, suit or claim in which a violation of patent right is alleged with respect to the sale or use of any material or articles ordered hereby, and that he will hold harmless the Buyer and its customers for any loss, damage or liability incurred due to any violation or alleged violation of patent rights with reference to the material or articles ordered hereby.

### **3. QUALITY SYSTEM**

Seller will maintain an AS9100 quality system or equivalent to insure the requirements of the materials and workmanship clause are complied with. That system shall be capable of correcting non-conformances and preventing their reoccurrence. In addition, when provided digital data, the seller shall maintain a system in accordance with D6-51991 or applicable customer specification or equivalent, to insure data integrity and revision level. The extent and nature of said system shall be commensurate with the services/products provided. Buyer has authority to approve or disapprove said system.

### **4. MATERIAL & WORKMANSHIP**

Seller represents, warrants and guarantees that all articles or materials delivered hereunder shall be free from defect, and that such articles or materials when delivered will conform to specifications, drawings and descriptions specified. The warranties and guarantees here set forth and the service warranties of Seller to Buyer and its customers.

### **5. INSPECTION**

All material shall be received subject to Buyer's inspection and acceptance or rejection. In case any of the material is found to be defective or otherwise not in conformity with the requirements of this order, Buyer shall have the right to reject the same or require that such material be corrected or replaced promptly with satisfactory material. If Buyer so rejects the material the Seller, when requested by Buyer, fails to proceed promptly with the replacement or correction thereof, Buyer either may terminate this order for default or may replace or correct such material and in either event may charge Seller the cost of damages occasioned the Buyer thereby. Rejected or defective material not in accordance with Buyer's specifications will be held for Seller's instructions and at Seller's risk and if Seller so directs will be returned at Seller's expense. Unless Buyer at its option notifies Seller to the contrary, any material returned as defective shall be replaced without a new order. Payment for material on this order prior to inspection shall not constitute an acceptance thereof.

### **6. INSPECTION AT SOURCE**

Material to be furnished hereunder shall be subject to inspection by Buyer, its representative, our customer and the FAA or any other government agency when appropriate, without additional cost, may inspect and evaluate Seller's plant, including but not limited to facilities, systems, equipment, testing data, personnel and all work in progress and completed goods. Such inspection shall be deemed as preliminary only and all material ordered hereunder shall be subject to final inspection and acceptance in the Buyer's plant.

### **7. RECORDS**

Seller agrees to maintain on its premises and make available for inspection by the Buyer at all reasonable times during business hours records pertaining to inspection certifications of material, test reports and qualification data applying to this order and when requested by the Buyer to furnish the Buyer with copies thereof.

### **8. COMPLIANCE WITH LAWS, RULES & REGULATIONS**

Seller agrees to comply with all applicable State, Federal and local laws in the purchase, manufacture, processing and delivery of the articles or materials ordered hereby. All pertinent Federal Regulations apply to this order to the extent applicable.

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INTERNATIONAL

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### **9. CHANGES**

No changes or modification on the face of this order or by agreement or otherwise shall be binding upon Buyer until accepted in writing by its authorized representative. The Buyer shall have the right to make changes in drawings, plans or specifications relating to articles on order or in the place of delivery of said articles and the Seller shall comply with such changes immediately upon notification thereof. If any such change causes any increase or decrease in the cost of said article and equitable adjustment shall be made between Buyer and Seller and the order modified in writing accordingly. All claims for adjustments in prices resulting from such changes must be made within thirty days of notice thereof.

### **10. SUB-CONTRACTING**

Further sub-contracting on this order is restricted and any exceptions are to be approved by Buyer in writing.

### **11. ASSIGNMENT**

Neither this purchase order nor any interest therein shall be assigned or transferred without prior written approval of Buyer. Buyer reserves the right and it may at any time assign this purchase order and any and all rights hereunder to the Government.

### **12. CANCELLATION**

Buyer reserves the right to cancel this order without penalty if prices or deliveries specified by the Seller upon the acknowledgement copy of this order are unsatisfactory or if shipments are not made as promised. Buyer further reserves the right to cancel a portion or all of this order for any reason upon payment of all agreed reasonable costs and a reasonable profit based on such cost.

### **13. CONFIDENTIAL**

Seller shall not disclose any details connected herewith to any third party without written consent of Buyer.

### **14. TOOLS AND MATERIALS**

The Seller is to furnish all standard tools, taps, dies, cutters, gauges and fixtures. Buyer will furnish special tools for Seller's convenience where these are available, but it is expressly understood that in so doing Buyer makes no guarantee whatsoever as to the accuracy of the tools furnished. By acceptance of this order Seller agrees to furnish the items ordered in accordance drawing and applicable specifications. No designs, tools, patterns or drawings supplied by Buyer to Seller for use in manufacturing of articles contracted for herein shall be used in the production, manufacture or design of any other articles for any other Buyer or for the maintenance or production of larger quantities than those specified except with the express consent in writing of Buyer. At the termination of this contract they together with all excess material shall be disposed of as the Buyer shall direct. All designs, tools, patterns, drawings and materials supplied by Buyer shall be segregated by Seller in Seller's plant wherever possible and clearly marked to be identified as belonging to Buyer. Where materials are furnished by Buyer title to and/or the right of immediate possession of such material in all stages of construction shall be and remain in Buyer.

### **15. INSURANCE, RISK OF LOSS AND STATUS OF SELLER**

All materials, tools, designs, patterns, drawings and other personal property belonging to Buyer, furnished by Buyer to Seller and located in the State of Washington, shall be at seller's risk and from loss or damage from all hazards, except that Buyer for Buyer's sole benefit shall insure such materials, etc. against loss or damage resulting from fire, natural disasters, explosions, earthquakes, smoke, sprinkler leakage, flood, strike, riot, civil commotion, vandalism and malicious mischief but such insuring shall not relieve Seller from liability for Seller's negligent acts or omissions. All such material, etc. while in Seller's possession outside of the State of Washington shall be at Seller's sole risk from all hazards in the event that Seller is required to enter premises owned, leased, occupied by or under the control of Buyer during the performance of services ordered hereunder or during delivery or installation of the materials or articles during the performance of services otherwise required to be furnished by Seller. Seller agrees that Seller will before coming upon such premise obtain and keep insurance coverage indemnifying and holding harmless the Buyer its officers and employees for any liability or loss by reason of property damage or personal injury occurring as a result of the performance of such services and/or installation. Such insurance shall be standard form for property damage and public liability and within reasonable limits.