

Triman Industries, Inc.

Purchase Order Terms and Conditions

1. **ACCEPTANCE:** Supplier's acceptance of this purchase order shall constitute an agreement to all terms and conditions; including but not limited to purchase order price, quantity, delivery, specifications, terms, quality requirements, and regulatory requirements.
2. **ACKNOWLEDGEMENT:** Acknowledgement **MUST** be sent to Triman's Purchasing Department after receipt of the order. Please send to: purch@trimanindustries.com
3. **AGREEMENT:** Upon acceptance and acknowledgement this purchase order constitutes a binding agreement between the Supplier and Triman. The terms and conditions cannot be changed without prior consent of both parties.
4. **EXCEPTIONS:** Exceptions to the purchase order of any kind must be submitted in writing for approval, disapproval, and purchase order amendment if required. Correspondence regarding this order must reference Triman's purchase order number.
5. **COMPLIANCE WITH LAWS:** Suppliers must comply with State and Federal Equal Opportunity Employment, Affirmative Action, Employment Compliance / Reporting and Regulatory Requirements. Upon request a certificate attesting to such compliance may be required
6. **ETHICS & CONFIDENTIALITY:** Triman's expectation is that Supplier will conduct its business fairly, impartially and in an ethical and proper manner. The Supplier agrees that all documents and information obtained from Triman and all Triman's client, and project related information shall be treated with strict confidentiality and that any such information will not be disclosed nor made available to any third party without a prior written consent from Triman. This obligation also covers all documents or information created in fulfillment of any orders under the Agreement. This obligation shall continue subsequent to termination of this framework agreement. The Supplier shall take efficient measures to avoid any loss of data due to hardware failure or other events of any climatic, mechanic, electric or human origin, and protect their computers with state of the art anti-virus software.
7. **EXPORT COMPLIANCE:** Suppliers must comply with all applicable laws and regulations regarding export-controlled items, including but not limited to:
 - a. Export Administration Regulations (EAR), 15 CFR 730-774
 - b. International Traffic in Arms Regulations (ITAR), 22 CFR 120-130
 - c. Arms Export Control Act, 22 USC 2751-2794

If the Supplier engages in the U.S. in the business of manufacturing or exporting of defense articles or furnishing defense services, the Supplier is hereby acknowledging that it is registered with the U.S. Department of State Directorate of Defense Trade Controls, as required under ITAR 122.1, and that it fully understands and complies to the rules and regulations of EAR and ITAR. Supplier will provide Triman with applicable export control classifications (ECCN or USML# and Schedule B#) for the products supplied and agrees to notify Triman if any product within this P.O. is restricted by export control laws or regulations. Supplier will immediately notify Triman if Supplier is or becomes listed in any Excluded, Debarred, or Denied Parties List or if Supplier's export privileges are denied, suspended or revoked in any capacity by any U.S. Government Agency.

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8. **PRODUCT FOR GOVERNMENT CONTRACTS:** If the purchased product is for a government contract it will be noted on the purchase order along with the DPAS rating. If this is a rated order certified for National Defense use, you are required to follow all provisions of the Defense Priorities and Allocations System regulation (15 CFR 700). Product must be new / unused and of domestic manufacture (unless noted otherwise). This applies only to the extent made applicable by the relevant FAR/DFAR/DLAD clauses.
9. **PRODUCT CONFORMANCE:**
- a. **Conformance:** All product received is subject to inspection by Triman. The product shall conform to specifications, drawings, and any other descriptions in the purchase order, and product shall be free from defects in material and workmanship. Nonconforming product discovered during Triman inspection shall be reported to the Supplier with removal and return disposition (at the expense of the Supplier) being transacted promptly after notification of the nonconformance.
 - b. **Nonconformity and Notification of Change:** The Supplier must notify Triman immediately of any non-conforming product identified in manufacturing, or any changes in product and / or processes that will affect any requirements or terms of the purchase order. Any nonconformities or deviations discovered at the Supplier's facility must be conveyed to Triman immediately in writing, prior to shipment. Triman has the right to request written corrective action from the Supplier in order to address any nonconformances. The Supplier cannot use dispositions of "use-as-is" or "repair" without specific written authorization from Triman.
10. **FOREIGN OBJECT DAMAGE PROTECTION:** Supplier must maintain a Foreign Object Damage Protection Policy (FOD).
11. **CERTIFICATIONS:** Any certifications, test reports, material safety data sheets, and other documents required as per the purchase order, must accompany the product at the time of shipment and copies are to be maintained at the Supplier's facility.
12. **FLOW-DOWN REQUIREMENTS:** Supplier must flow down to sub-tier suppliers any applicable requirements referenced in the purchase order including specifications, key characteristics, critical safety items, terms and conditions, and Triman's customer contractual requirements.
13. **MANUFACTURING PLANS:** The Supplier is responsible for maintaining documented records of the manufacturing processes, steps, sequences, verifications, and qualifications. Triman has the right to request the Supplier to submit evidence of any manufacturing plans or special processes if required.
14. **RECORD RETENTION:** Supplier shall maintain any records associated with this transaction. These documents shall be on file and available to Triman for a period of at least 7 years.
15. **RIGHT OF ACCESS:** If applicable and mutually agreed to the Supplier needs to provide Triman, our customers, and/or any regulatory authority "Right of Access" to any facility involved in the purchase order as well as any applicable records. This requirement must also be flowed down to sub-tier suppliers.
16. **LIFE LIMITED ITEMS:** If a product has a shelf life, this purchase order requires 90% shelf life remaining upon receipt at Triman unless otherwise specified on the PO. Shelf life and cure dates must be clearly identified on certifications and/or packing slips.

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17. **FRADULENT/COUNTERFEIT ELECTRONIC PARTS:** If applicable, Supplier must have a fraudulent/counterfeit detection parts procedure for electronic components and parts, in compliance with AS6496 and/or AS5553. If providing parts from an unauthorized supplier Triman must be notified in advance.
18. **FIRST ARTICLE REQUIREMENTS:** If required, Triman will request first article inspection (FAI) or first article testing (FAT) requirements. Triman will specify the first piece or first article inspection, testing, reporting, documents, and product requirements on the purchase order.
19. **APPROVED SUB-TIER SOURCES:** The Supplier shall ensure the capabilities of any sub-tier supplier (including QPL's) utilized in the performance of this purchase order and is responsible for the quality of the sub-tier supplier's work.
20. **PACKAGING:** Supplier shall package all products for suitable and safe protection, preservation, and transportation to avoid any possible damage.
21. **DELIVERY:** Supplier must notify Triman immediately if unable to ship as specified. Product not received by the purchase order delivery date, receipt of non-conforming product, or receiving deficient documentation could result in purchase order cancellation at no cost to Triman. Supplier may also be liable for any penalties or additional costs incurred by Triman as a result of late delivery or delivery of nonconforming product.
22. **SHIPPING INSTRUCTIONS:**
- a. **Domestic:** The use of a parcel shipper or freight carrier that is not designated by Triman may result in monetary adjustments from your invoice.
 - i. For parcel shipments: ship via **UPS Ground using Triman account # AW4255**. Non-authorized parcel COD shipments are prohibited.
 - ii. For freight shipments: ship via **UPS Freight using Triman account # 35291104**. Freight COD shipments are NOT acceptable unless authorized by Triman.
 - b. **International:** For parcel shipments (from Canada or Mexico): ship via UPS Ground using Triman account # AW4255. For parcel shipments (from any other country): ship via UPS air. Non-authorized parcel COD shipments are prohibited. Supplier must include the following Notify Party information on the commercial invoice and packing list:
Notify Party: UPS Customhouse Brokerage
2031 S. Centennial Ave., Bldg. 1
Aiken, SC 29803
Phone: 803-502-7022
Contact: Jaymie Fulmer (jfulmer@ups.com)
23. **PAYMENT:** In order to avoid delays in payment, all requirements of the purchase order must be completed as specified within the purchase order and the purchase order terms and conditions.
24. **FORCE MAJEURE:** Neither party shall be responsible for any failure to fill an order when due to failure to obtain export licenses/authorization, fires, floods, earthquakes, riots, strikes, freight embargoes, transportation delays, shortage of labor, inability to secure fuel, material, supplies or power or other energy requirements, or on account of shortages thereof, acts of God or of the public enemy, or any existing or future laws or acts of Government (including specifically, but not exclusively, any orders, rules, or regulations issued by any official of any such government) affecting the conduct of either party's business which, or to any other cause beyond either party's reasonable control.