



# Arrow Dynamics, LLC.



## Terms and Conditions of Purchase

### 1. ACCEPTANCE:

The following terms and conditions govern all Purchase Orders ("Orders") issued by Arrow Dynamics, LLC ("Buyer") to the Seller identified on each Order. Fulfillment of any part of an Order, or any other conduct by Seller recognizing the existence of a contract pertaining to the subject matter of such Order, shall constitute acceptance by Seller of such Order and acceptance of all the terms and conditions included or referenced in this document and/or the Order itself. Furthermore, Seller is placed on notice that any terms and conditions proposed in Seller's offer, acceptance or in any acknowledgment, invoice, or other form of Seller that add to, vary from, or conflict with the terms herein are hereby rejected and shall not become part of this transaction. These terms may only be modified in writing by authorized representatives of both Seller and Buyer. The Seller must acknowledge the Order by returning at once, the properly signed acknowledgement copy. By accepting this Order, Seller agrees to flow down all applicable requirements specified herein or on our Purchase Order, including customer requirements, to your sub-tier suppliers.

### 2. CHANGES:

Any changes in process, product or services shall require advanced notification and approval by the Buyer. In addition, Buyer shall have the right at any time, by written notice to Seller and Seller's acceptance of such changes, to make changes in drawings, designs, specifications, materials, method of shipping or packaging, and time and place of delivery. If any such change causes an increase or decrease in the cost of or time required for the performance hereunder, an equitable adjustment, as reasonably determined by Buyer, shall be made in the price and/or delivery schedule. Any claim for adjustment by the Seller shall be deemed waived unless asserted in writing within 30 days from receipt by Seller of the change notice.

Furthermore, when the need to outsource work occurs (using approved sub-tier suppliers), Buyer must be notified in advance, including changes in sub-tier suppliers and changes in location of manufacture prior to making the change. Service work, where applicable (plating, coating, heat treatment, etc.), must be to the applicable issue of manufacturer's specifications unless otherwise requested in writing by the Buyer.

### 3. PACKAGING:

Buyer Order number must appear on all invoices, packing lists, and packages. Furthermore, all incoming packages shall be: (1) packed, marked, and otherwise prepared for shipment in a manner which is in accordance with industry best commercial practices and in accordance with manufacturer specifications and (2) adequate to insure safe arrival at the named destination. No charges will be allowed for packing and handling unless otherwise agreed to in writing.



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Hazardous Materials/Dangerous Goods must be prepared for shipment in accordance with the International Air Transport Association (IATA), Federal Aviation Administration (FAA) regulations and all other applicable laws and regulations; and packaged in appropriate UN Spec Box(es). Where applicable, a Safety Data Sheet (SDS) is required for Hazardous Materials/Dangerous Goods items on the Order.

Any wooden crates and/or pallets must be heat treated/fumigated (IPPC Stamp required).

#### **4. PRICES:**

Unless otherwise specified on the Order, all referenced monetary amounts are deemed to be expressed in U.S. dollars. Any increases in price shall be absorbed by the Seller.

#### **5. RIGHT OF ACCESS:**

Buyer, its customers, and regulatory authorities reserve the right of access into Seller's facility for the purpose of performing verification activities of materials, quality systems, manufacturing and documentation. This right of access shall be flowed down to all facilities used in fulfillment of this order. Advance notification will be provided.

#### **6. INSPECTION/TESTING/REJECTION:**

Receipt of goods or services and/or payment by Buyer for the goods or services delivered hereunder shall not constitute Buyer's acceptance. Buyer retains the right to inspect/verify the goods or work performed and to reject any or all of the goods or work performed which are, in Buyer's judgement, determined to be defective or non-conforming. Verification by Buyers and/or its customer shall not be used as evidence of effective control of quality and shall not absolve the Seller of the responsibility to provide acceptable product or service, nor shall it preclude subsequent rejection by Buyer or its customer. Goods rejected by Buyer and goods supplied as overages of quantities called for herein may be returned to Seller at Seller's expense.

Seller shall refund to Buyer all amounts paid for goods rejected or, at the Buyer's option, Seller shall replace goods rejected in a timely manner and without additional expense to Buyer.

Any COD shipments sent without prior written approval will be rejected and the freight charges will be reversed to Seller's account.

Furthermore, Buyer shall monitor Seller's performance as it relates to quality and delivery.



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## 7. CONFIDENTIALITY:

All documents, specifications, technical data, artwork, or drawings delivered to Seller by Buyer, and any other non-public information Buyer discloses to Seller, shall remain property of the Buyer. Seller shall keep confidential all information and data furnished by Buyer and shall not disclose such information except as required for the efficient performance of this Order or as required by law. Seller shall return all such information and all copies thereof to Buyer upon Buyer's request. Seller shall not, without written consent of the Buyer, use Buyer's name or trademarks or service marks or in any manner publish the fact that Buyer has placed this Order.

## 8. COMPLIANCE:

Seller shall implement and maintain a quality management system that is acceptable and appropriate for the items supplied and which complies with general industry standards. Furthermore, the Seller shall ensure employees are properly trained and qualified for the work they perform on this Order. Only approved external providers shall be used in the fulfillment of this Order, including process sources where applicable. In addition, seller agrees to comply with all applicable provisions of federal, state and local laws, orders, rules and regulations and warrants that all goods and services supplied hereunder will be produced or rendered, sold and shipped in compliance with the same. Upon Buyer's request, Seller will provide certification in writing of compliance with such provisions. In the event this Order references a government contract number, Seller agrees to comply with all applicable provisions of said contract, and all such provisions are hereby incorporated herein by reference. A copy of the applicable provisions will be provided upon request by the Seller.

Any goods or materials that are hazardous must be packaged in appropriate UN Spec box(es), marked, and shipped by the Seller to comply with all U.S. federal, state, and local regulations. A Safety Data Sheet (SDS) covering such goods or materials will be furnished to Buyer.

All items must conform to the Original Equipment Manufacturer's (OEMs) specifications and tests. Furthermore, goods must be made to the latest revision. If they are not made to the latest revision, Buyer must be informed of the revision the goods are made to prior to shipping. In addition, all units (where applicable) must be supplied with no pilot holes.

All orders, items, or lots require a certificate of conformity, test reports, and/or authorized release certificate, as applicable to show that verification has occurred and the order, items and/or lot meets all requirements. Certification of Compliance of items or lots included in this Order must include a statement of the condition of each item or lot, and must be signed by an authorized representative of the Seller. In addition, inflammability test reports (where applicable) must be supplied (i.e. fabric, insulation, blankets, and other such goods and materials) as well as test reports (where applicable) for hoses and tube assemblies. If Buyer does not receive such



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certification with the shipment, items will be held in quarantine and payment will not be processed until the proper certification is received. Identification and traceability for each item or lot must be maintained and linked to the Certificate of Conformance, test report, or authorized release certificate. Records must be retained for a minimum of 7 years from the date of sale after which they may be destroyed using appropriate methods such as shredding.

All time controlled and/or shelf-life limited materials or articles supplied under this Order shall be supplied with a Certificate signed by a responsible official of Seller indicating the date of manufacture and expiration date. Seller must assure that all time controlled and shelf-life limited items have at least 80% of the shelf life remaining at time of shipment. In addition, parts containing elastomer (rubber) material must be individually packed and marked with cure date and shelf life.

Seller shall notify Buyer of any changes in product part number and/or product definition, and shall receive permission for any deviation prior to shipment. No substitutes allowed without prior written authorization. Furthermore, if Seller becomes aware of any circumstances relating to the possible delivery of nonconforming product to Buyer, Seller shall immediately notify Buyer and provide all relevant information, including Purchase Order Number, Part Number, Serial Number, Lot/Batch Number, and nature of nonconformance. Nonconforming parts and materials shall be returned at the Seller's expense.

## **9. COUNTERFEIT PARTS, UNAPPROVED AND SUSPECTED UNAPPROVED PARTS:**

Seller will not utilize counterfeit parts, unapproved or suspected unapproved parts. In addition, Seller must have the proper controls and training in place with its employees, suppliers and sub-tier suppliers to prevent the use of counterfeit parts, unapproved and suspect unapproved parts.

## **10. EXPORT CONTROL:**

Seller agrees to comply fully with all applicable U.S. export control laws and regulations as they may apply to any parts, components, materials, software, or information furnished to the Seller under this Contract. Seller agrees that it will not allow the re-export of any of the above without the authority of an Export License or applicable License Exception.

By accepting this purchase order and supplying the stated part(s) and/or material, the Seller certifies it is eligible to conduct business with the U.S. Government and that the neither the Seller nor any of its officers, owners, or business interests are not presently debarred or otherwise forbidden to be involved with any transaction related to the sale of goods and/or services to the U.S. government nor the export of goods and services in accordance with U.S. Government laws, ITAR, AECA, and other U.S. export regulations.



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Seller shall notify the Buyer immediately if Seller is listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government agency or other entity. Furthermore, if Seller (or any of its subcontractors) is debarred by the U.S. Government from participating in transactions involving the export of goods and/or materials, Buyer reserves the right to cancel this Order without liability of any kind to Seller. If Buyer becomes aware of such status of Seller (or any of its subcontractors) after the ordered goods have been received by the Buyer, Buyer may return such goods to Seller and Seller shall immediately refund all amounts paid by Buyer, if any, for such goods and/or materials. In addition, at Buyer's request, Seller will provide Buyer with all data Buyer may need to apply for and obtain any Export License or applicable License Exception.

ECCN and Schedule B/HTS number or USML Category for each line item must be provide on the packing slip or C of C.

## 11. EMPLOYEE AWARENESS:

Seller, as a supplier to the Buyer, shall make employees aware of their contribution to product and service quality, their contribution to product safety, and the importance of ethical behavior.

## 12. MISCELLANEOUS:

Any failure by Seller to abide by the terms hereof may be waived in writing by Buyer. However, any such waiver shall not constitute an ongoing or future waiver of any sort.

All relevant documents pertaining to this Purchase Order shall be maintained indefinitely by the Seller.

In the event, any one or more of the provisions herein shall for any reason, be determined to be invalid, illegal or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provisions of these Terms and Conditions.



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