

TERMS OF PURCHASE

1. The acceptance of this order is subject to the terms and conditions of the Electronic Precision Specialties, Inc standard terms of purchase. Any additional or different terms proposed by the seller are automatically rejected unless expressly assented to in writing by Electronic Precision Specialties Inc.
2. Seller is deemed to have accepted this order subject to the terms and conditions of the Electronic Precision Specialties Terms of Purchase commencing performance of Sellers obligations under each purchase order
3. Seller agrees not to make any changes or alterations to materials without prior written consent. Goods shipped not in strict conformity with this purchase order (including over shipments) are returnable at seller's expense.
4. This order shall not be filled at prices higher than those shown on this order, or higher than those last quoted or charged by the supplier, unless such increases have been authorized in writing by E.P.S.I.
5. Unless otherwise specified shipping terms are FOB Delivery point (FOB Destination). Supplier shall bear the risk of loss or damage and title shall not pass to E.P.S.I. until actual delivery of the goods at the E.P.S.I. location.
6. E.P.S.I. shall not be required to inspect or test articles covered by this order. It shall be the seller's responsibility to assure that such articles are in strict conformance with all requirements of the purchase order. Notwithstanding the above, all articles or work called for shall be subjected to inspection and test by E.P.S.I. or its designee. If required inspection or test made on the premises of the Seller, the Seller shall provide without any additional charge, reasonable facilities and assistance for the safety and convenience of inspection personnel.
7. Seller shall provide and maintain an inspection system acceptable to E.P.S.I. and maintain records and test records, which shall be made available upon request. Should E.P.S.I. Customer or regulatory authorities inspections be required by this Purchase Order, notification of inspections shall be made as prompt as possible, but no less than 48 hours in advance.
8. Shelf life or best use by date materials or chemicals will not be accepted if delivered with less than one/half of its shelf life date remaining and will be returned for full credit or replacement.
9. Seller represents and warrants that all equipment, materials and services delivered to be free from defects of material and workmanship. The supplier further warrants, materials or services delivered are free from defects of material and workmanship. The Supplier further warrants that materials, parts or services will be in strict conformance with specifications and/or drawings specified.
10. E.P.S.I. reserves the right to cancel all or any part of this Order without any liability if Seller fails to make deliveries as specified herein or fails to remedy any portion of terms or product quality, which endangers product or service quality within 10 days of notification of the same.
11. Certifications must show correct product identification, specification, revision, signed, titled and dated. Acceptance of this purchase order grants Electronic Precision Specialties, Inc or its customers, the right of access to facilities and records in the performance of this contract.