



10 Old Mine Rock Way  
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## Purchase Order Terms & Conditions

**This agreement (including any amendments, deletions, or modifications of any kind) is only valid and binding on the Company if executed by the duly elected President (hereinafter referred to as an “Authorized Representative”). No execution, modification, approval, amendment or other action regarding to this Agreement shall be effective or binding on the Company unless approved on each occasion (without regard to any prior course of dealing) in writing by an Authorized Representative, and no other person has the requisite authority to execute, modify, waive or amend this Agreement of any of the Company’s Terms and Conditions transmitted, appended or referenced herein.**

**By shipping against this Purchase Order, or any part thereof, Seller acknowledges and agrees to the following:**

1. All product must be sealed and tightly secure in static resistant and lead protective packaging. All packaging must be in accordance with ANSI/ESD S541. Parts must be new, unused and in good condition. Refurbished parts, parts with bent, formed or oxidized leads, parts with test dots or test markings, and parts that have been programmed by other than the manufacturer will be rejected.
2. Unless otherwise stated on this Purchase Order, mixed date codes contained within individual reels, cut tape or tubes will not be accepted.
3. All parts supplied by Seller must meet original manufacturers’ specifications for “fit, form and function” for a minimum of 60 days – otherwise Seller agrees to take parts back and issue a full refund to Semi Source. There is no warranty time limit for product found to be counterfeit.
4. Seller must use customer-designated or approved external providers, including process sources, as applicable and when defined.
5. No substitutions or changes allowed without prior written approval from Semi Source. Changes of the following must be reported in writing:
  - If vendor identifies use of nonconforming material, vendor must notify Semi Source in writing and obtain approval for disposition of material
  - Product definition or specification
  - Changes to processes, product, or services
  - Change of source of supply
  - Change of manufacturing facility location
6. Semi Source reserves the right to cancel this order if shipment does not conform to the quantities, delivery method or delivery date indicated on this Purchase Order.
7. This Purchase Order number must appear on all boxes, packing slips and invoices.

8. Semi Source Inc. does not source products from China, India or Africa for its defense and aerospace customers. It is therefore understood and agreed that Seller has not sourced the products contained in this PO from China, India or Africa nor has knowledge that their source has obtained the products from these regions.
9. Supplier agrees that it has a component inspection system in place that will be used in filling this Purchase Order to prevent the shipment of counterfeit / suspect parts to Semi Source.
10. Supplier shall provide a certificate of conformity, test reports, or authorized release certificates, as applicable.
11. Supplier shall ship a single lot code unless otherwise stated on PO.
12. Suppliers shall prevent the use of suspected unapproved, unapproved, and counterfeit parts.
13. Semi Source reserves the right to seize and quarantine any suspected counterfeit products it receives from Seller on this Purchase Order. Suspect counterfeit products may be forwarded to the Original Component Manufacturer and/or the appropriate federal or state authorities for final analysis, possible confiscation or destruction. If products furnished by the Seller are determined to be counterfeit, Seller agrees to reimburse Semi Source the full purchase price paid, as well as any shipping or third party testing charges incurred by Semi Source. Semi Source defines counterfeit/suspect electronic parts as:
  - Substitutes or unauthorized copies of a product.
  - A product as defined by the manufacturers' part number identification, date code and manufacturers' identification (logo, trademark) in which the materials used or the performance of the product has changed without notice by someone other than the original manufacturer of the product.
  - A substandard component misrepresented by the supplier.
  - Products that have been re-topped (black-topped) remarked or otherwise fraudulently altered and/or misrepresented by a third party. **If you are not confident that your products are authentic, do not ship them to Semi Source.**
14. Do not insure this shipment – Semi Source has its own insurance.
15. If this is a COD shipment, please provide the COD amount by fax or e-mail so that payment can be prepared in time.
16. Seller shall flow down to the external providers applicable requirements including customer requirements
17. Seller grants Semi Source, their customer, and regulatory authorities right of access to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.
18. The terms set forth in this document shall be flowed down to each supplier that is part of the supply chain for the part(s) purchased on this order.
19. All records (including, but not limited to test, inspection, certifications, shipping, financial, etc.) associated with this transaction will be maintained for a minimum of ten (10) years. Upon destruction of these records, the supplier shall contact Semi Source for disposition requirements. Access to the supplier by Semi Source, its customers or regulatory agents shall be granted as required.
20. The supplier shall ensure that persons are aware of: their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.
21. Semi Source monitors supplier quality and on-time delivery and will apply corrective action, as applicable.