

## TERMS & CONDITIONS FOR SUPPLIERS

By shipping against this Purchase Order, or any part thereof, Seller acknowledges and agrees to the following Terms and Conditions unless otherwise stated on the front of this Purchase Order:

- 1) **New and Unused:** Parts must be new and unused unless specified in writing. Seller warrants the parts that they are selling to Vyrian are free from defects and are not counterfeit parts. ESD-sensitive product shall be handled and packaged under ESD-safe conditions.
- 2) **Shipping Requirement:** Shipments originating outside of the US and over 150lbs must ship UPS World Wide Express Freight# R6616F. **The purchase order number must appear on all boxes, packing slips and invoices.** It is the Seller's sole responsibility to ensure the accuracy of all proforma invoice and customs documentation including declared values. UNDER VALUED INVOICES WILL NOT BE ACCEPTED.
- 3) **Do Not Insure:** Vyrian has its own insurance.
- 4) **No Substitutions:** Vyrian must be notified of changes to ordered products. No substitutions or changes are allowed without prior written approval from Vyrian, including a change in the source of supply.
- 5) **Cancellation:** (1) Vyrian reserves the right to cancel this order and return any product if shipment does not conform to all stated conditions including quantities, delivery method, or delivery date indicated on this Purchase Order, unless otherwise specified in writing. (2) Vyrian reserves the right to return for full refund damaged goods and or product that arrives in damaged packaging. Vyrian will NOT be responsible for transit damage due to insufficient packaging.
- 6) **Non-waiver:** Payment for goods on this order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that Buyer may have against Seller. Any inspection, acceptance and/or failure to find a defect shall in no way waive any warranties made by Seller under this Purchase Order.
- 7) **COD:** If this is a COD shipment, please provide the COD amount by e-mail or fax so that payment can be prepared in time.
- 8) **Trademark Infringement:** Seller warrants that all goods furnished under this PO will not infringe upon any US or foreign patent, trademark or copyright of any 3rd party.
- 9) **Rejections:** If any of the products ordered are found at any time not to conform to specifications or supplier's warranties, Vyrian shall have any or all of the following options, in its sole discretion: (a) reject and return such products at Supplier's expense (including incoming and return transportation costs); (b) require Supplier to replace the rejected products on a revised Material Schedule; and/or (c) require Supplier to inspect the products and remove defective products and replace with conforming products. If Supplier fails to promptly make the necessary inspection, removal and replacement, Vyrian may perform the necessary inspection and sorting of defective products at a reasonable charge to Supplier. In addition, the Supplier shall be liable for any costs or expenses incurred directly or indirectly by Vyrian from the rejected products, including but not limited to labor and materials that may have been applied to or used on the rejected products prior to the discovery of the defect.
- 10) **ADDITIONAL TERMS & CONDITIONS FOR AEROSPACE ORDERS:**
  - a.) **Packaging Requirements:** All parts must be new, unused, in good condition and must be contained in the original manufacturer's packaging. Refurbished parts, programmed parts, parts with bent, formed or oxidized leads, test dots or test markings, non-ESD packaging, exceeded MSL indicator and/or shipping damage will be rejected. All parts must meet AS9120 and AS6081 inspection criteria. Unless otherwise stated on this Purchase Order, mixed date codes contained within individual reels, cut tape or tubes will not be accepted.
  - b.) **Certificate of Conformance:** The seller shall provide a certificate of conformance stating that the product conforms in all respects to the stated purchase order requirements and applicable drawings/specifications.
  - c.) **Testing Requirements:** Product will be subjected to Counterfeit mitigation Testing per SAE Aerospace Standard AS6081. This may include third party electrical testing per the applicable drawing/specification.
  - d.) **Right of Access:** In the event the parts supplied from the seller to Vyrian on this purchase order become the subject of a legal or counterfeit issue, Seller agrees to give Vyrian access to the Seller's Sub-Tier Supplier of the parts supplied in question. Seller agrees to provide right of access to Vyrian, its customer, and regulatory authorities to all applicable areas of all facilities, at any Sub-Tier Suppliers, involved in the fulfillment of this Order and to all applicable records pursuant to AS9120 requirements.
  - e.) **Record Retention:** All records associated with this transaction will be maintained for a minimum of seven (7) years. Records shall be sent to Vyrian within 3 business days of requesting them. At the end of the retention period, or if the supplier ceases operations, the supplier shall provide the option for Vyrian to take possession of the records. Records shall be stored, maintained, and protected in a manner to preclude damage or loss and preserve their integrity.
  - f.) **QMS Requirement:** Supplier agrees that it has a Quality System in place that shall be used in fulfilling this Purchase Order to prevent the shipment of counterfeit / suspect parts to Vyrian.
  - g.) **Flow Down Requirements:** The seller shall flow down to the supply chain the applicable requirements of this purchase order.

### Counterfeit Avoidance Notification

Vyrian has established an anti-counterfeit mitigation policy pursuant to SAE Aerospace Standard AS6081. All personnel must adhere to this policy to prevent the purchase of suspect unapproved, unapproved, counterfeit, suspect counterfeit or fraudulent products or services from external providers.

Vyrian reserves the right to seize and quarantine any and all suspected counterfeit products it receives from any external provider on this Purchase Order. Suspect counterfeit products will be surrendered to the appropriate Federal or State authorities for confiscation and/or destruction. Vyrian will also file a GIDEP alert and/or file a complaint with ERAI against the external provider and the

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material. If products furnished by the external provider are determined to be suspect unapproved, unapproved, suspect counterfeit, counterfeit or fraudulent the external provider agrees to reimburse Vyrian the full purchase price paid as well as any shipping or 3rd party testing charges incurred by Vyrian.

Additional terms and conditions may apply. Please review our resources for suppliers at <http://www.vyrian.com/suppliers>. IF YOU ARE NOT CONFIDENT THAT YOUR PRODUCTS ARE AUTHENTIC – DO NOT SHIP THEM TO VYRIAN.