

## Supplemental Purchase Order Terms

<sup>1</sup> All new revisions must be uploaded to company website

1. Seller shall have a process to assure that governmental and safety constraints on restricted, toxic and hazardous substances are complied with relative to purchased products and the manufacturing process, as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale.
2. Current Material Safety Data Sheet(s) must accompany product, if applicable.
3. Prime Products, Inc., its customers and regulatory authorities reserve the right to review/audit all pertinent documents relating to the goods or services covered by this purchase order. If requested by buyer, seller must provide documentation promptly.
4. Prime Products, Inc. may conduct an on-site quality verification audit. Sufficient notification will be given.
5. Prime Products, Inc. and/or its customer representative and regulatory authority representative shall be afforded the right to verify that contracted products/services conform to specified requirements.
6. On-site verification by Prime Products, Inc. and/or its customer or regulatory authority shall not absolve the supplier of the responsibility to provide products/services that meet specified requirements.
7. Seller will promptly notify Prime Products, Inc. of any anomalies (as with nonconformance to specifications), changes in definition (product/component substitution for the item originally ordered), or changes in processing from that originally agreed-upon. Prime Products, Inc. will promptly review and respond to such notifications.
8. Seller will promptly notify Prime Products, Inc. of any nonconforming product or service that may have been released to our customer's location.
9. Seller shall communicate to sub tier suppliers the applicable requirements in the purchasing documents. This includes key characteristics, past quality issues, and the use of approved suppliers for special processes.
10. Prime Products, Inc. expects 100% on-time delivery of all products and services.
11. Any additional cost for expedited shipping of late orders is seller's responsibility.
12. Prime Products, Inc. purchase order number must appear on all Packages, Bills of Lading, Invoices and Shipping Memos
13. Partial shipments are not permissible without written authorization.
14. Material and special process certificates of compliance shall be kept on file indefinitely and sent to Prime Products upon request.
15. In the event parts owned by Prime Products, Inc. are damaged by the seller of a special process or production service, an equitable agreement shall be made to compensate Prime Products, Inc. for the cost of the parts.
16. The Seller shall be in compliance with Executive Order 11627 as amended or superseded and warrant that the amount invoiced under this contract will not exceed the lower of (1) the contract price, or (2) the maximum levels established in accordance with the order.