

Triman Industries, Inc.

Purchase Order Terms and Conditions

Purchase Order

Acceptance: Supplier's acceptance of this purchase order shall constitute an agreement to all terms and conditions; including but not limited to purchase order price, quantity, delivery, specifications, terms, quality requirements, and regulatory requirements.

Acknowledgement: A signed acknowledgement MUST be sent to Triman's Purchasing Department after receipt of the order.

Agreement: Upon acceptance and acknowledgement this purchase order constitutes a binding agreement between the Supplier and Triman Industries. The terms and conditions cannot be changed without prior consent of both parties.

Exceptions: Exceptions to the purchase order of any kind must be submitted in writing for approval, disapproval, and purchase order amendment if required. Correspondence regarding this order must reference Triman Industries purchase order number.

Product for Government Contracts: If the purchased product is for a government contract it will be noted on the purchase order along with the DPAS rating. If this is a rated order certified for National Defense use, you are required to follow all provisions of the Defense Priorities and Allocations System regulation (15 CFR 700). Product must be new / unused and of domestic manufacture (unless noted otherwise).

Certifications: Any certifications, test reports, material safety data sheets, and other documents required as per the purchase order, must accompany the product at the time of shipment and copies are to be maintained at the supplier's facility.

Compliance with Laws: Supplier's must comply with State and Federal Equal Opportunity Employment, Affirmative Action, Employment Compliance / Reporting and Regulatory Requirements. Upon request a certificate attesting to such compliance may be required.

Export Compliance: Supplier's must comply with Export Control (EAR) and International Traffic and Arms Regulations (ITAR) requirements for product, service, and data. Upon request suppliers will need to provide applicable export control classification listings and numbers for the products supplied.

Packaging: Supplier shall package all products for suitable and safe protection, preservation, and transportation to avoid any possible damage.

Delivery: Product not received by the purchase order delivery date, receipt of non-conforming product, or receiving deficient documentation could result in purchase order cancellation at no cost to Triman. Supplier may also be liable for any penalties or additional costs incurred by Triman Industries as a result of late delivery or delivery of nonconforming product.

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Shipping Instructions: Supplier must notify Triman immediately if unable to ship as specified!

For parcel shipments; ship via UPS Ground using Triman account # AW4255. Non-authorized parcel COD shipments are prohibited.

For freight shipments; ship via UPS Freight using Triman account # 35291104. Freight COD shipments are NOT acceptable unless authorized by Triman.

The use of a parcel shipper or freight carrier that is not designated by Triman may result in monetary adjustments from your invoice.

Nonconformity and Notification of Change: The supplier must notify Triman immediately of any non-conforming product identified in manufacturing, or any changes in product and / or processes that will affect any requirements or terms of the purchase order. Any nonconformities or deviations discovered at the supplier's facility must be conveyed to Triman immediately in writing, prior to shipment. Triman has the right to request written corrective action from the supplier in order to address any nonconformances. The supplier cannot use dispositions of "use-as-is" or "repair" without specific written authorization from Triman Industries.

Product Conformance: All product received is subject to inspection at Triman Industries. The product shall conform to specifications, drawings, and any other descriptions in the purchase order, and product shall be free from defects in material and workmanship. Nonconforming product discovered during Triman inspection shall be reported to the supplier with removal and return disposition (at the expense of the supplier) being transacted promptly after notification of the nonconformance.

Right of Access: The Supplier needs to provide Triman, our customers, and / or any regulatory authority "Right of Access" to any facility involved in the purchase order as well as any applicable records. This requirement must also be flowed down to sub-tier suppliers.

Manufacturing Plans: The supplier is responsible for maintaining documented records of the manufacturing processes, steps, sequences, verifications, and qualifications. Triman has the right to request the supplier to submit evidence of any manufacturing plans or special processes if required.

First Article Requirements: Triman has the right to require first piece or first article inspection independent of the end customer requirements. Triman will list first piece or first article requirements in the purchase order.

Flow-Down Requirements: Supplier must flow down to sub-tier suppliers any applicable requirements referenced in the purchase order including specifications, key characteristics, critical safety items, terms and conditions, and Triman's customer contractual requirements.

Approved Sub-tier Sources: The supplier shall ensure the capabilities of any sub-tier supplier utilized in the performance of this purchase order and is responsible for the quality of the sub-tier supplier's work.

Payment: In order to avoid delays in payment, all requirements of the purchase order must be completed as specified within the purchase order and the purchase order terms and conditions.