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Terms and Conditions of Sale

1. **DEFINITIONS.** As used herein: "Seller" means Burdine-Anderson, a business unit of Burdine-Anderson, Inc. "Buyer" means the entity to which Seller's Offer is made or the entity purchasing Goods and/or Services from Seller. "Goods" means the products, parts, materials, and/or equipment included in Seller's Offer and/or Buyer's Order. "Standard Product" means fully designed and developed products previously sold by Seller to customers. "Services" means services included in Seller's Offer and/or Buyer's Order to be performed by Seller. "Offer" means any quotation, bid, or proposal for Goods and/or Services made by Seller to Buyer. "Order" means a purchase order or similar purchase instrument issued by Buyer to Seller for the purchase of Goods and/or Services. All references to "Seller's terms and conditions" herein mean and include (i) the General Terms and Conditions of Sale set forth herein; (ii) Seller's Special Terms and Conditions, to the extent referenced in Seller's Offer; and (iii) any other terms and conditions mutually agreed by the Parties in writing. Seller and Buyer are sometimes referred to herein individually as a "Party" and jointly as the "Parties".
2. **OFFERS.** Unless stated otherwise in writing by Seller, Seller's Offer shall be valid for ninety (90) days from the date of such Offer. Any extension to the validity period shall be at Seller's sole discretion. Seller reserves the right to withdraw and/or revise the Offer at any time during the validity unless it is accepted by Buyer in its entirety. The prices offered by Seller apply only to the specific details of the Offer, including quantities, specifications, statement of work, and delivery schedules and Seller's terms and conditions.
3. **ACCEPTANCE OF BUYER'S ORDER.** Seller's Offer and any Order issued by Buyer to Seller for Goods and/or Services, and any amendments thereto, are strictly limited to Seller's terms and conditions. Buyer's issuance of an Order in response to Seller's Offer shall conclusively evidence Buyer's unconditional acceptance of Seller's terms and conditions irrespective of any different terms and conditions included in Buyer's Order and Seller hereby rejects and shall not be bound by any terms or conditions in Buyer's Order or other written communications that differ from, add to, or modify Seller's terms and conditions. Seller's terms and conditions shall govern and apply to Orders accepted by Seller whether they are attached to Seller's Offer or referenced on Seller's website. Seller's failure to object to any terms and conditions or any other provisions contained in any communication from Buyer do not waive any of Seller's terms and conditions specified herein.
4. **PRICES.** All prices, invoices, and payments shall be in the currency specified in Seller's Offer. A minimum purchase amount applies to all Orders. Unless expressly stated otherwise in Seller's Offer, all prices are exclusive of special packing and packaging, installation, commissioning, and training costs. If Buyer requests that shipment and delivery of any Goods be delayed for twelve (12) months or more from the last confirmed delivery date, Seller, at its sole option, may adjust the price for such Good to reflect

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Seller's then current list price, and Buyer agrees to pay such adjusted price for such Goods.

5. **PAYMENT TERMS.** Varies based on sellers' agreement with the buyer.
6. **INSPECTION AND TESTS.** All Goods manufactured by Seller are subject to Seller's standard inspection and quality assurance processes. Any additional requirements mutually agreed by the Parties in writing including, without limitation, Buyer's source inspection or additional testing required by Buyer, shall be at Buyer's sole expense. If Buyer requires inspection by Buyer or Buyer's representative at Seller's place of manufacture, such inspection shall be subject to Seller's prior written approval and shall not unreasonably interfere with Seller's operations. Seller shall give Buyer at least two (2) business days advance notice of availability of Goods for Buyer's inspection. If Buyer fails to perform such inspection within three (3) business days after said notice is given, or such other period as agreed by Seller, Buyer's inspection shall be deemed to have been waived by Buyer.
7. **PACKING AND PACKAGING.** All Goods, including those required for the performance of Services, shall be packed, and packaged in accordance with Seller's standard commercial packing and packaging methods. Any nonstandard or special packing or packaging requested by Buyer is subject to Seller's written agreement and shall be at Buyer's sole expense.
8. **CHANGES.** Buyer may request changes within the general scope of Buyer's Order by providing written notice to Seller; provided, however, such changes shall not be effective unless and until Seller, at its sole discretion, consents to such changes in writing. If any such changes cause an increase in the cost or time required for performance of any part of Buyer's Order, an equitable adjustment shall be made to the price and/or delivery schedule, and the Parties shall execute a written modification to Buyer's Order to reflect such changes and adjustments.
9. **RETURN AUTHORIZATIONS.** Buyer's return of nonconforming or defective Goods to Seller is subject to Seller's then current return authorization process and procedures. Buyer shall promptly notify Seller of any non-conformance or defects in Goods and provide Seller a reasonable opportunity to inspect such Goods. Goods shall not be returned without Seller's prior authorization, as evidenced by a Return Material Authorization (RMA) number issued by Seller. Once a RMA number is obtained, Buyer shall return Goods transportation and insurance prepaid in accordance with instructions issued by Seller. Failure to follow Seller's return authorization procedures may result in lost Goods, delays, additional service, restocking charges, warranty denial, or refusal of a return shipment. The RMA number must appear on the shipping label and all paperwork associated with the return. Buyer shall identify the model or part number, description, and serial number, if applicable, for each of the Goods returned along with an explanation of the nonconformance or defect. Issuance of a RMA number by Seller does not necessarily mean Seller agrees that returned Goods are nonconforming or defective or covered under warranty, or that Goods will be repaired or replaced at no cost to Buyer. Goods determined by Seller to be nonconforming or defective and covered by Seller's warranty

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shall be replaced at Seller's expense and shall be returned to Buyer at Seller's expense. If any Goods returned by Buyer are found not to be nonconforming or defective, as applicable, Buyer shall be so notified, and such Goods shall be returned to Buyer at Buyer's expense. For defective Goods not covered by this warranty, repair or replacement shall not be performed until and unless Buyer issues an Order to Seller authorizing such repair or replacement at Seller's then-current repair or replacement price. In addition, Seller may charge Buyer for any testing or inspection costs. In no event shall Seller retain, or store returned Goods for more than six (6) months. Seller reserves the right to dispose of Goods returned by Buyer if Buyer fails to pay in a timely manner any applicable evaluation fees for Goods found not to be defective. Returns of Goods for credit are subject to restocking charges. Typical restocking charges are a minimum of (i) twenty percent (20%) for standard Goods, and (ii) twenty five percent (25%) for Goods with standard modifications as offered or made by Seller. Custom Goods are not eligible for return.

10. **TOOLING.** Unless agreed otherwise by Seller in writing, all tooling, fixtures, equipment, tools, software, and designs produced, acquired, or used by Seller for the purposes of fulfilling Buyer's Order shall remain the property of Seller.
11. **SERVICE HOURS.** All Services provided under Buyer's Order will be performed at mutually agreeable times during Seller's standard working hours (8:30 a.m. to 5:00 p.m., Eastern Time, Monday through Friday, excluding holidays observed by Seller) unless otherwise specified in Buyer's Order. Service provided beyond the scope of Buyer's Order will be invoiced to Buyer at Seller's prevailing field service rates, inclusive of applicable travel and living expenses, travel time, and Service labor. No Service will be provided beyond the scope of Buyer's Order without the prior agreement of both Parties.
12. **CONFIDENTIALITY.** Buyer shall keep confidential and not directly or indirectly disclose to any third party any Confidential Information of Seller, as defined herein, without Seller's prior written consent. "Confidential Information" includes, but is not limited to, business, financial, statistical, and commercial information, pricing, technical data and information, formula, analyses, trade secrets, ideas, methods, processes, know how, computer programs, designs, data sheets, schematics, configurations, and drawings.

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13. **Certificate of Conformance:** All orders or lots shall be accompanied by a Certificate of Conformance which states that verification has been performed and that the order meets all the applicable requirements. Identification and traceability for each lot must be maintained and linked to the Certificate of Conformance. All applicable documents pertaining to each delivered and certified lot of parts shall be retained for a minimum of twenty (20) years.
14. **Quality Management System:** Supplier shall maintain a quality system that will ensure all goods and services conform to contract requirements whether manufactured or processed by Supplier or procured from Sub-Tier Suppliers.

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15. **Inspection:** Supplier is required to utilize appropriate monitoring and measuring techniques and equipment to confirm engineering drawing requirements have been met based on Zero Defect Acceptance Criteria (C=0). All Inspection Measuring & Test Equipment used by the Supplier during in-process and final inspection to make a compliance evaluation shall be calibrated to the national standard.
16. **On Time Delivery:** Burdine-Anderson expects 100% on time delivery. If the agreed upon delivery cannot be met, Burdine-Anderson must be notified in advance. If Burdine-Anderson's annual supplier evaluation identifies a supplier with an on-time delivery rate of 95% or less, a corrective action can be issued.
17. **Nonconforming Product:** Burdine-Anderson is to be immediately notified for appropriate controls and disposition when unexpected anomalies or nonconformances occur. Supplier acknowledges it shall apply suitable corrective action when presented with Burdine-Anderson complaints or nonconformance reports.
18. **Process Changes:** Supplier shall notify Burdine-Anderson of intended or actual changes that may affect the quality of delivered goods and services. Examples of these changes include but are not limited to, changes to the Quality Management System, the manufacturing process or facility location. Burdine-Anderson will not authorize any changes the design and development of the product. If changes are requested or if the need for clarification concerning furnished drawings or engineering data occur, Burdine-Anderson must be notified in order to seek approval from our customer or the end user.
19. **Right of Access:** Supplier acknowledges Burdine-Anderson's right of access to its facilities, product, and/or related quality records at any time, by Burdine-Anderson, its customer, or regulatory authorities in order to verify quality of products or work. Right of access may be limited to only those records and product applicable to Burdine-Anderson's products or contracts. This requirement must flow down to all levels down the supply chain.
20. **Sub-Tier Suppliers:** All purchasing requirements shall be flowed down to all sub-tier suppliers or subcontractors. The use of sub-tier suppliers may be limited or restricted based on our customers' requirements. The purchase orders/contracts provided to the seller by Burdine-Anderson shall be reviewed for specific instructions regarding the use of "end user" approved sources only.
21. **Counterfeit Prevention:** The use of counterfeit parts is strictly prohibited. Burdine-Anderson is committed to working with all suppliers and sub-tier suppliers to do whatever is necessary to prevent the use of counterfeit parts.
22. **Foreign Object Debris/Damage:** Supplier is required to establish and maintain a Foreign Object Debris/Damage (FOD) prevention program that employs appropriate housekeeping practices to assure timely detection and removal of residue/debris generated, during operations and normal daily tasks.
23. **Record Retention:** Certificate of conformance documents, material certifications, inspection and test records, product/service traceability, purchase orders and manufacturing documentation shall be retained for a minimum of twenty (20) years after the last of the product or service relating to this part has been delivered. FAIR records

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must be maintained for the life of the product plus ten (10) years. Records of corrective action shall be retained for two (2) years after the order has been completed and parts have shipped. Calibration records shall be retained for the life of the tooling or equipment plus three (3) years. Records that are no longer retained must be destroyed versus discarded.

24. **Employee Awareness:** As a supplier of Burdine-Anderson, all of your employees must be made aware of their contribution to product and/or service conformity, product safety and understand the importance of maintaining ethical behavior.