



Terms and Conditions

<p>Definitions</p>	<p>Buyer: Arrow Science and Technology, LLC (Arrow), a Texas corporation having principle offices at 12552 Old Galveston Rd. Suite A-110, Webster, TX 77598</p> <p>Deliverables: Tangible goods, materials, equipment, or professional services described in the Purchase Order</p> <p>Seller: The person, firm, or corporation to which this Purchase Order is addressed</p> <p>Order: Collectively, (i) these terms and conditions, (ii) any purchase order, change order, subcontract, or contract for the Deliverables; and (iii) and all other documents mutually accepted by the Seller and Buyer contemporaneously with (i) and (ii).</p>
<p>Entire Agreement</p>	<p>The Purchase Order, these Terms and Conditions, any specifications, models, or drawings, and any Special Terms and Conditions incorporated into and attached hereto, constitute the sole and entire agreement between the parties concerning the subject matter hereof. No other terms or conditions shall be binding unless accepted in writing by Arrow or referenced on the face of the Purchase Order. In case of any discrepancies or questions, the Seller shall refer to Arrow for instructions or interpretation. If the Seller’s proposal is incorporated in the Purchase Order by reference on the face hereof, such proposal shall be effective only to the extent that its terms are consistent with the other terms of the Purchase Order.</p>
<p>Acceptance of Purchase Order</p>	<p>Written confirmation or delivery of any items ordered constitutes acceptance hereof by Seller and establishes a binding contract between Arrow and Seller which shall supersede any other agreements covering the subject matter of the Purchase Order made prior to the date of the Purchase Order. Seller has three (3) business days to respond to Arrow with any modifications to the Purchase Order or Purchase Order will be deemed acceptable to Seller. Any other provisions proposed by Seller’s acceptance or any agreement modifying this order shall not be binding unless agreed to in writing by a duly authorized representative of Arrow.</p>
<p>Delivery Schedule</p>	<p>Deliveries shall be in accordance with the schedules set out or referred to in the Purchase Order and in the exact quantities ordered. Whenever it appears Seller will not meet its delivery schedule, Seller shall, upon request of Arrow and in addition to any other rights or remedies provided to Arrow, ship via expedited routing with the difference between the expedited routing and order routing costs to be borne by Seller. The right is reserved also to cancel this Purchase Order if not filled within the time and in accordance with the terms of the Purchase Order. However, Seller shall not be liable for delays in delivery due to causes not reasonably foreseeable which are beyond its reasonable control, such as acts of God, governmental acts or war or riot (Force Majeure). In the event of any such unforeseeable delay beyond the Seller’s control, Seller shall notify Arrow of the causes and the status of resolution of the Force Majeure situation and if the Force Majeure situation lasts for more than five (5) business days, the parties will coordinate to ascertain going forward plans and remediation efforts to resolve impact to Arrow.</p>



Changes	Arrow may at any time, by written order, make changes within the general scope of the Purchase Order, in any one or more of the following: (a) drawings, design or specifications, (b) method of shipment or packing, (c) place of inspection, delivery or acceptance, (d) quantities, (e) delivery schedules. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work under the Purchase Order, an adjustment shall be made in the price to reflect any additional costs or savings and/or an adjustment shall be made in the delivery schedule to reflect any increase or decrease in time and the Purchase Order shall be modified in writing accordingly. Any claim for adjustment under this clause must be asserted within ten (10) days from the date the change is ordered.
Quality Control	The Purchase Order may contain Quality Clauses specific to the work and deliverables. Applicable Quality Clauses will be identified on the Purchase Order. Seller accepts such specifications as a material obligation of the Purchase Order. The Quality Clauses can be found in full text at https://www.arrowscitech.com/suppliers .
Responsibility of Property	Unless otherwise provided in the Purchase Order, Seller upon delivery or provision or acquisition of any materials, parts or other property, which are owned or leased by Arrow, assumes the risk of and shall be responsible for any loss thereof or damage thereto until returned to Arrow. Seller shall not use any such property for any purposes other than in performance of the Purchase Order. Seller, in accordance with the provisions of the Purchase Order, but in any event upon completion thereof, shall return such property to Arrow in the condition in which it was received accept for reasonable wear and tear and accept to the extent that such property has been incorporated in products or services delivered under the Purchase Order, or has been reasonably consumed in performance of work under the Purchase Order.
Stop Work	Unless the parties agree otherwise in a signed written agreement, upon written notice from Arrow, Seller shall immediately stop any work to the extent specified in the notice for a period of up to one hundred-eighty (180) calendar days. Seller shall take all reasonable steps to mitigate the costs allocated to the work covered by the Purchase Order during the period of Stop Work.
Termination	Arrow may, by written notice to Seller, terminate or suspend the whole or any part of the Purchase Order, and the whole or any part of any Purchase Order to the Seller for the same or similar Goods constituting a series of Purchase Orders or agreements in the event of the default as defined herein or as otherwise defined by law, provided that Arrow shall pay to Seller the reasonable value of all Goods actually delivered and accepted by Arrow, which conform to the terms of the Purchase Order. Default is defined as the failure of the Seller to deliver the items covered by the Purchase Order within the time specified herein and in accordance with the terms of the Purchase Order, the suspension of Seller's business, the insolvency of Seller, the appointment of trustee or receiver for Seller's property or business or any assignment by Seller for the benefit of creditors.
Foreign Object Debris (FOD)	All Deliverables shall be processed and delivered free of FOD.



Packaging	All Deliverables shall be suitably packed and prepared for shipment so as to secure the lowest transportation rates and comply with carrier regulations. All packaging prices shall be identified and included in the proposed price prior to the issuance of the Purchase Order. The absence of shipping prices in the Seller's quote assumes the costs are included.
Shipping	Unless otherwise noted on the Purchase Order, when shipping F.O.B. Shipping Point (Seller's Dock), Seller shall utilize Arrow's authorized carrier and account number. Arrow reserves the right to debit Seller's account for excessive charges relating to Seller's failure to comply with Arrow's shipping instructions.
Inspection	All deliverables are subject to final inspection and acceptance by Arrow at destination notwithstanding any prior payment or inspection at source. Acceptance of Goods by Arrow shall not be deemed to alter or affect the obligations of Seller or the rights of Arrow under any provision of the Purchase Order.
Rejection	Arrow may reject any Deliverables not in accordance with the Purchase Order. Arrow shall accept the Deliverables or give Seller notice of rejection due to nonconformance within a reasonable time after delivery. Arrow may deduct from any amount owed to Seller under this Purchase Order the cost of inspecting rejected Deliverables. Deliverables not accepted shall, at Arrow's option be (a) returned to Seller at Seller's expense; (b) held by Arrow at Seller's expense; (c) held by Arrow for an equitable reduction in price; or (d) repaired by Arrow at Seller's expense. Acceptance by Arrow shall not constitute acceptance as to latent or hidden defects.
Certification	A signed Certificate of Conformance (C of C) shall be created for each delivery against the purchase order and shall include inspection reports and certification required to satisfy all quality assurance provisions.
Warranties	Seller warrants that all Deliverables received by Arrow under the Purchase Order will be free from defects in materials and workmanship, that all Deliverables will conform to the requirements of the Purchase Order including but not limited to the applicable descriptions, specifications and drawings, and to the extent such Deliverables are not manufactured pursuant to detailed designs, that there are no liens, claims or encumbrances against said Deliverables. Seller warrants that the services will be performed in conformance with the highest standards of care and practice appropriate to the nature of the services rendered.
Counterfeit Goods	Seller shall not furnish to Arrow any item that is: (i) an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (collectively, "OEM") item; (ii) not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; (iii) lacking proper external or internal materials or components required by the OEM or not constructed in accordance with OEM design; (iv) re- worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as verified, screened, and cleared through all OEM required quality control processes. such or are represented as OEM authentic or new; or (v) not successfully tested.
Invoices and Payment	Unless otherwise provided in the Purchase Order, no invoices shall be issued, nor payments made prior to delivery. Discount invoices will be payable based on applicable discount, period computed from the date of delivery or the date of receipt of the correct invoice, whichever is later. Applicable and/or allowable freight, taxes, or duties shall be



	<p>shown on invoices as separate items. No sales or use tax shall be added to any invoice for parts used in the manufacturing process without Arrow's approval. If Seller is approved to invoice Arrow for freight charges, a copy of the prepaid freight bill must accompany the invoice before payment can be made. Unless freight and/or other charges are itemized, any discount will be taken on the full amount of invoices. All payments are subject to adjustment for shortage or rejection. All payments are made NET 30 unless otherwise agreed to by Arrow.</p>
Title	<p>Title to any Deliverables shall pass to Arrow upon the earlier of i) Arrow's payment of Seller's invoice, or ii) Arrow's written acceptance of custody, ownership, or title.</p>
Code of Conduct	<p>Seller shall either i) comply with the most current Supplier Code of Conduct, available at https://www.arrowscitech.com/suppliers, or ii) have and maintain its own code of conduct that is no less expansive or stringent in all material respects. Each Party will comply with all applicable laws, regulations, rules, and ordinances involved in the transactions contemplated hereunder. Seller shall ensure that it, its subsidiaries and affiliates, and its and their directors, officers, managers, successors, assigns, employees, independent contractors, representatives, or agents: (i) Shall not promise, authorize, contribute, or issue any payment or item of value directly or indirectly to any government official in violation of the U.S. Foreign Corrupt Practices Act (FCPA) or applicable anti-bribery or anticorruption laws; (ii) Shall remediate its and their actions taken in violation of the FCPA or any other applicable anti-bribery or anti-corruption law; and (iii) Maintain appropriate systems or internal controls to ensure compliance with the FCPA or applicable anti-bribery or anti-corruption laws and recordkeeping required in such laws. These obligations are material to the Purchase Order, and any non-compliance shall be grounds for immediate termination.</p>
Export Control	<p>Any information provided by Arrow may be classified as Controlled Unclassified Information and/or subject to U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR). Seller may not export or re-export any information, technical data, or supplies except in strict compliance with all U.S. export control laws and regulations, including ITAR. Technical data that are controlled by the ITAR shall not be released to foreign nationals, including employees, affiliates, divisions, companies or other entities, whether within or outside of the United States, unless the Seller shall first obtain the written consent of Arrow, and shall obtain the appropriate license or other advance approval from the U.S. Government. Seller's obligation to adhere to the ITAR shall survive the expiration or termination of the Purchase Order. Seller hereby agrees to defend and indemnify Arrow from and against any liability that Arrow may incur as a result of Seller's violation of any U.S. export or re-export control law or regulation.</p>
Proprietary Information	<p>Seller shall treat as proprietary all drawings, specifications, designs, processes, reports, data and other technical information furnished or disclosed to Seller by Arrow in connection with the Purchase Order. Seller shall use such information only in the performance of the Purchase Order and shall promptly return all copies of any such material and information to Arrow upon termination or upon Arrow's request.</p>



Quality Records	Seller shall maintain quality records associated with each Purchase Order for a minimum of 10 years. Such records shall be made available for audit and inspection by Arrow if requested. Any such audit shall be at Arrow's expense and conducted during Seller's normal working hours.
Accounting Records	Seller shall maintain books and records as are necessary to verify billings to Arrow for five (5) years from the delivery of Goods associated with the Purchase Order. Such records shall be made available for audit and inspection by Arrow if requested. Any such audit shall be at Arrow's expense and conducted during Seller's normal working hours.
Access	Supplier shall grant Arrow employees and Arrow customers' access to supplier facilities and records associated with the Purchase Order. Access may be requested to verify product, review process quality requirements or to audit quality procedures or production infrastructure and activities. Supplier shall support reasonable requests for access and facilitate access to verify product or services being purchased by Arrow.
Indemnification	Seller hereby releases and agrees to defend, indemnify and hold harmless Arrow and their respective employees, directors, officers, agents and subcontractors, from and against all liability, claims, damages, losses, costs and expenses resulting from any and all injuries to, or death of, any and all persons and for loss of, or damage to, property, and for loss of use thereof, to the extent arising, directly or indirectly, out of or in connection with Seller's goods purchased hereunder. Seller agrees to provide Arrow with a certificate of insurance if requested, liability insurance of not less than 1,000,000 dollars in aggregate coverage. Said liability insurance shall be maintained during the duration of the Purchase Order.
Force Majeure	Neither party shall be liable for its failure to perform hereunder if performance is made impossible due to any occurrence beyond its reasonable control including acts of God, inclement weather, fires, floods, civil unrest or disturbance, wars or military action, sabotage, accidents, labor disputes, inability to obtain economic materials, governmental laws, ordinances, rules, regulations, standards or decrees, action of court or public authority, inability to obtain raw material, equipment or transportation, an outbreak of a pandemic or epidemic disease, and any other similar or different event or occurrence.
Governing Law	Unless the parties agree otherwise in a signed writing, the Purchase Order shall be governed by and construed in accordance with the laws of the State of Texas, USA, without resort to that jurisdiction's conflicts of laws principles. All litigated claims relating to or arising out resolve within thirty (30) days from receipt of a written notice, shall be brought, of the Purchase Order which the parties do not heed, and resolved solely and exclusively in a federal or state court situated in the venue where the party-defendant is physically situated (for Arrow, Harris County, Texas, in the Southern District of the State of Texas). EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ORDER.
Equal Opportunity	Arrow is committed to fostering a diverse and inclusive workplace where every employee is treated with respect and fairness. Our mission is to prevent and remedy discrimination, ensuring equal employment opportunity for all qualified individuals. Seller shall similarly adhere to federal laws and Presidential Executive Orders that protect qualified employees and qualified job applicants from discrimination based on race, color, religion, sex, sexual orientation, gender identity,



	national origin, age, disability or veteran status. Sellers' adherence shall extend to all aspects of employment, including recruitment, hiring, promotions, training, and career development.
Assignments	No assignment of any rights, including rights to monies due or to become due hereunder, or delegation of any duties under this order shall be binding upon Arrow unless written consent has been obtained.