



Purchase Terms and Conditions

1. THE PARTIES

- 1.1 Amron International, Inc., located at Vista, California USA is the Purchaser. The party listed on the Purchase Order to whom the goods and or services are purchased from is the Supplier.

2. ACCEPTANCE

- 2.1 Please acknowledge order within two (2) business days to the Buyer's direct email address listed on the Purchase Order.
- 2.2 Unless otherwise stated in writing, the Supplier agrees to all pricing, delivery, payment terms and other requirements outlined in the Purchase Order and agrees to perform the same.
- 2.3 Extra fees for import duties, packing, crating or other extraneous charges will not be accepted unless previously agreed to in writing.
- 2.4 By accepting this Purchase Order, the Supplier agrees to the terms and conditions contained herein.

3. PERFORMANCE SCHEDULE

- 3.1 The Supplier shall notify Amron International within two (2) business days after receiving the Purchase Order if unable to meet pricing or scheduled delivery date(s).
- 3.2 Supplier should not deliver item(s) in advance of Requested Receipt Date(s) without prior written approval from the Buyer.
- 3.3 If delivery is extended beyond the original agreed-upon dates, the Supplier is to contact Amron immediately.

4. SHIPPING

- 4.1 Unless otherwise specified on the Purchase Order, articles are to be packed and packaged in accordance with best practices and transportation regulations to ensure safe arrival via the most economical method. Amron requests that all shipments are insured at the full order value.
- 4.2 An itemized packing list must accompany all shipments. Please list Amron's Purchase Order number on packing lists and invoices.
- 4.3 Please provide our Buyer with tracking information as soon as it is known.
- 4.4 Email invoices (PDF format) to accountspayable@amronintl.com

5. QUALITY CLAUSES

- 5.1 It is Amron International's policy to purchase from approved suppliers who consistently meet Amron's requirements for quality, delivery and reliability.
- 5.2 Quality Clause QC-1 GENERAL ASSURANCE, outlined below, applies to all Purchase Orders. Quality Clauses QC-2 through QC-19 applies when specifically referenced on the Purchase Order. For a full list of our Quality Clauses and the Quality Clause Policy, go to https://www.amronintl.com/quality_clause_policy

QC-1 GENERAL ASSURANCE

Amron reserves the right to inspect items at the Supplier's facility. Amron's quality representative may elect to perform either a 100% inspection or perform a random sampling of the product(s) being shipped. The Supplier shall provide reasonable accommodation for assistance and the safety of Amron's representative during the performance of their duty. Amron's representative shall request and coordinate the activity by contacting the Supplier's representative no less than 72 hours prior to the desired event, if such actions are required.

The Supplier shall not implement any change that alters the specifications of a product by verbal instruction or red-lined drawings unless the change has been authorized in writing by Amron's purchasing department.

The Supplier shall obtain written authorization for any discrepancies from Amron's part number, specifications and/or drawings prior to shipping the product. Failure to adhere to this quality clause shall result in rejection of the shipment by Amron, and shall be reflected in the Supplier's quality rating.

Corrective action and/or a root cause investigation shall be performed by the Supplier when discrepant material has been received by Amron. A written correction action report that is conclusive in preventing further occurrences of the same discrepancy shall be provided to Amron within 10 business days or sooner.

6. COUNTERFEIT RISK MITIGATION

- 6.1 All items delivered shall be and only contain materials obtained directly from the original component manufacturer or the original equipment manufacturer ("OEM"). The original manufacturer or an authorized reseller or distributor shall not contain any counterfeit items. A counterfeit item is defined to include but is not limited to: (i) an item that is an illegal or an unauthorized copy or substitute of an OEM item; (ii) an item that does not contain the proper external or internal materials or components required by the OEM or that is not constructed in accordance with the OEM design; (iii) an item or component thereof that is used, refurbished or reclaimed but the Supplier represents as being a new item; (iv) an item that has not successfully passed all OEM required testing, verification, screening and quality control but the Supplier represents as having met or passed such requirements; or (v) an item with a label or other marking intended, or reasonably likely, to mislead a reasonable person into believing a non-OEM item is a genuine OEM item, when it is not.

7. TERMINATION

- 7.1 Amron International reserves the right to terminate the Purchase Order in whole or in part, if the order cannot be completed in accordance with requirements and or within the specified time.
- 7.2 Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of nature, fire, theft, war, riot, embargoes or acts of civil or military authorities. If delivery is to be delayed by such contingencies, Supplier shall immediately notify Amron International in writing and Amron may either (i) extend time for performance, or (ii) terminate the uncompleted portion of the order at no cost to Amron.

8. INDEMNIFICATION

- 8.1 Supplier will indemnify, defend, and hold Amron International, Inc., its affiliates, dealers, distributors and their directors, officers, employees and agents ("Company") harmless from any and all demands, claims, obligations, liabilities, losses, suits, recalls, judgements and expenses whatsoever, including court costs and attorneys' fees that Company may incur or that may be asserted against Company that arise or occur with respect to (i) any claim that the products, components or services purchased hereunder infringe any patent, design, trademark, copyright or other intellectual property, or right of a third-party; (ii) any claim of property damage, injury, illness or death caused by products, components or services purchased hereunder; (iii) violations of laws by Supplier or its agents or employees; (iv) the operations of Supplier's business as it relates to this Agreement; or (v) the breach or alleged breach of any of Supplier's representations, warranties, covenants, obligations, or other acts or omissions of Supplier or its agents or employees. Company shall have the right to defend any claims or proceedings under this section with attorneys of its own selection. All indemnity obligations shall survive this Purchase Order.

9. CORPORATE INFORMATION

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Established June 1979
Woman-Owned Small Business