

## Terms & Conditions of this Purchase Order

### **By shipping against this Purchase Order, or any part thereof, Seller acknowledges and agrees to the following Terms and Conditions unless otherwise stated on the front of this Purchase Order:**

1. All component products must be contained in the original manufacturer's packaging. All parts must be new, unused and in good condition. Refurbished parts, programmed parts, parts with bent, formed or oxidized leads, test dots or test markings, non-ESD packaging, exceeded MSL indicator and/or shipping damage will be rejected. All parts must meet IDEA1010B inspection standards.
2. Unless otherwise stated on this Purchase Order, mixed date codes contained within individual reels, cut tape or tubes will not be accepted.
3. All parts supplied by Seller must meet original manufacturers' specifications for "fit, form and function" for a minimum of 60 days – otherwise Seller agrees to take parts back and issue a full refund to SYNERGi Components. SYNERGi Components reserves the right to return for a full refund any parts that fail electrical testing provided a third party test report accompanies the RMA. **There is no warranty time limit for product found to be counterfeit.**
4. No substitutions or changes allowed without prior written approval from SYNERGi Components.
5. SYNERGi Components reserves the right to cancel this order if shipment does not conform to the quantities, delivery method or delivery date indicated on this Purchase Order.
6. This purchase order number must appear on all boxes, packing slips and invoices.
7. Seller agrees to ship all exported products with accurate and full values on all pro forma invoices and shipping / customs documentation that corresponds to that which is indicated on the Purchase Order. Undervalued invoices will not be accepted.
8. SYNERGi Components does not source products from China, India or Africa for its Defense & Aerospace customers. It is therefore understood and agreed that Seller has not sourced the products contained in this PO from China, India or Africa nor has knowledge that their source has obtained the products from these regions.
9. Supplier agrees that it has a component inspection system in place that will be used in filling this Purchase Order to prevent the shipment of counterfeit / suspect parts to SYNERGi Components.
10. If this is a COD shipment, please provide the COD amount by fax or e-mail so that payment can be prepared in time.
11. Seller grants SYNERGi, their customer and regulatory authorities right of access to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.
12. All records associated with this transaction will be maintained for a minimum of seven (7) years.

#### **Counterfeit / Suspect Parts Policy:**

SYNERGi Components reserves the right to seize and quarantine any / all suspected counterfeit products it receives from seller on this Purchase Order. Suspect counterfeit products may be forwarded to the IP holder (Original Component Mfg) and / or the appropriate Federal or State authorities for final analysis, possible confiscation and / or destruction. If products furnished by the Seller are determined to be counterfeit, Seller agrees to reimburse SYNERGi Components the full purchase price paid as well as any shipping or 3<sup>rd</sup> party testing charges incurred by SYNERGi Components.

#### **SYNERGi Components defines Counterfeit / Suspect electronic parts as:**

- Substitutes or unauthorized copies of a product.
- A product as defined by the manufacturers' part number identification, date code and manufacturers' identification (logo, trademark) in which the materials used or the performance of the product has changed without notice by someone other than the original manufacturer of the product.
- A substandard component misrepresented by the supplier.
- Products that have been re-topped (black-topped) remarked or otherwise fraudulently altered and / or misrepresented by a 3<sup>rd</sup> party.