

# PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE AND COMPLETE AGREEMENT:** Supplier agrees to deliver the goods and/or service as described in the Purchase Order in accordance with the Purchase Order Terms and any additional documents which have been agreed by both parties.
2. **PACKING AND SHIPPING:** Supplier shall deliver the goods and/or services as specified in the applicable Purchase Order. Supplier shall package and ship all goods in accordance with good commercial practice. The applicable Purchase Order number must appear on all shipping containers, packing lists, delivery tickets and bills of lading.
3. **CANCELLATION:** Buyer reserves the right to cancel any Purchase Order within 14 days written notice to Supplier if; (a) delivery is not made when and as specified; (b) Supplier fails to meet contract commitments as to exact time, price, quality or quantity; (c) Supplier ceases to conduct its operation in the normal course of business.
4. **INVOICE AND PAYMENT:** A separate invoice shall be issued for each shipment. Unless otherwise specified on this order, no invoice shall be issued prior to shipment of the goods. All properly submitted and undisputed invoices shall be paid within thirty (30) days of the receipt of the invoice by the Buyer unless otherwise expressly agreed. Payment of any invoice shall not constitute acceptance of any goods and/or services.
5. **WARRANTIES:** Price: The prices for the goods sold to Buyer under this order are not less favorable than those currently extended to any other customer for the same or like articles in comparable or less quantities. Quality: All goods delivered under this order will conform to the requirements of this order (including all applicable descriptions, specifications, and drawings), will be free from defects in material and workmanship.
6. **INDEMNITY AND INSURANCE:** Patent Indemnity. Supplier, at its expense, shall protect, defend and indemnify Buyer, Buyers customers, and the users of the Buyer's goods against all claims and proceedings alleging infringement of any United States or foreign patent by any goods delivered under this order, and Supplier shall hold them harmless from any resulting liabilities and losses provided Supplier is reasonably notified of such claims and proceedings. Insurance. Supplier shall maintain at its own expense: General Liability Insurance and other insurances in reasonable limits covering goods delivered and services performed hereunder, as is required by law or common practice. Supplier shall provide Buyer with certificates of insurance or evidence of coverage before commencing performance under the Purchase Order, and, if expressly requested by Buyer.
7. **INSPECTION AND REJECTION:** All goods, except goods inspected and accepted by the government, are subject to final inspection and acceptance by Buyer at destination notwithstanding any payment or prior inspection at source. Such inspection will be made or prior inspection at source. Such inspection will be made within a reasonable time after receipt of goods.
8. **NONCONFORMANCE:** Columbia ASC shall provide performance feedback to its Subcontractors in the following manner. The subcontractor will be notified of a conformance. The subcontractor's performance is based on activity against the receipts. Performance below 75% in both quality and delivery may result in any or all of the following actions by Columbia ASC. 1. Issuance of a Corrective Action, 2. Suspension of procurement activities until resolution of the issue, 3. Disqualification of the Subcontractor.
9. **QUALITY RECORDS:** The supplier shall maintain suitable inspection and test records to serve as evidence of conformance with specified requirement. Such records shall be legible and traceable to the product involved. These records shall be retained for a minimum of (5) years after payment.
10. **QUANTITY:** The supplier shall ship the exact quantities specified on the purchase order.
11. **RAW MATERIALS USED IN PURCHASED ARTICLES:** Material Certs, test results, or detailed analysis of supplier's acceptance test results for all raw material used to satisfy specification requirements and which are employed in fabrication of articles purchased on a subcontract or purchase agreement shall be made available to the buyer upon request.
12. **SPECIFICATION AND STANDARDS:** Unless otherwise stated in the purchase order, any reference to national, international, military, defense, etc. specifications or standard is intended to mean the latest revision of that standard at the time of placing the order.
13. **CHANGES AND DISCREPANCIES:** Any discrepancies, omissions or lack of clarity in drawings, specifications, or purchase orders, must be referred to the Buyer for written interpretation before this order is processed. Buyer shall have the right at any time before completion of the order, to make changes in quantities, in drawings and specifications, in delivery schedules, and in methods of shipment and packaging. If such changes cause and increase or decrease in price or the time required to performance. Supplier shall promptly notify Buyer thereof in writing and equitable adjustment shall be made. Changes shall not be binding upon Buyer unless evidenced by purchase order change notice and issued and signed by Buyer.
14. **FORCE MAJEURE:** Each party shall be excused from performance directly caused by circumstances beyond its reasonable control, include, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labor disputes (whether or not related to either party's work force), or restraints or delays affecting carriers.
15. **CONFIDENTIALITY:** The parties will keep confidential any information (whether written or oral) of a confidential nature (including software and manuals) obtained under the Agreement and will not, without the written consent of the other part, disclosed that information to any person (other than their employees or professional advisors and sub-contractors). This provision will not apply to (a) any information which has been published other than through a breach of the Agreement; (b) information lawfully in the possession of the recipient before the disclosure under the Agreement took place; (c) information obtained from a third party who is free to disclose it; and (d) information which a party is request to disclose and, if it did not, could be required by to do so by law.
16. **GENERAL:** Supplier warrants that it is in compliance with all applicable import or export laws and regulations. Supplier will otherwise comply in any and all respects with all applicable laws, ordinance, rules and regulations and other legal requirements that apply to this Agreement.