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By accepting the Purchase Order, the supplier accepts the following Terms and Conditions:

STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. The Seller shall sell and Dutek, herein after referred to as the buyer, shall purchase the items listed on the purchase(s) order to this agreement at the prices indicated for each product, subject to the terms and conditions of this Agreement, its Attachments, and as printed on Dutek's purchase order form. Product shall be in strict conformance in all ways to applicable Dutek specifications as identified on Dutek's purchase order.


2. **QUALITY:** The Buyer shall have the right to inspect and test all material at source or destination before acceptance. Seller hereby warrants that the material and workmanship of material delivered here under is of the quality specified, is free from all defects, and complies with the drawings, samples or other specifications if any, in all respects. Payment to seller shall not constitute acceptance of material. Seller shall pay the cost of inspecting and testing material rejected and all transportation charges thereon. If product is found defective, buyer has the right to return product for full credit or rework product at the expense of the supplier, within one year from the date of acceptance or initial use, whichever is later.

3. **PRODUCT CHANGE NOTIFICATIONS INCLUSIVE OF CHANGES IN PRODUCT, FACILITIES OR QUALITY MANAGEMENT:**
The Seller shall notify Dutek of changes in the purchased product prior to implementation of any changes that affect the ability of the purchased product to meet specified purchase requirements. changes in product, processes, components, sub-suppliers' subcontractor, manufacturing facility location, packaging, shipping method or outside processor. The Seller shall also notify the Buyer in writing prior to any change in top management, ownership, quality management system, or a major change in the number of employees or resources used in a Dutek Sub Contract. If the Buyer deems any of these above changes significant, a full or partial part / product requalification will be necessary to validate the change. Since these changes are driven by the Seller, all cost of product or process requalification needed to validate products will be at the Sellers' expense.

4. **PACKAGING AND SHIPPING:** Seller shall assure that Dutek's procured product receive the required cleaning, preservation, and special packaging as specified in the purchase order. When requirements are not specified, good commercial practices shall be observed to afford protection and preclude transit damage. Other shipping instructions are contained in the purchase order. Shipment documents shall be accompanied by the following documentation:
 - 4.1.1. All documents and data required by the purchase order (e.g., certifications, test data, inspection data, etc.)
 - 4.1.2. Identification of purchase order number, part number, part name, quantity, unit of measure and serial number, if applicable

5. **FAILURE ANALYSES:** When requested by Dutek, the seller shall perform a failure analyses and prepare a report providing, as a minimum, the following information:
 - 5.1. The reject document identification number.
 - 5.2. Description of failed items or components.
 - 5.3. The cause of the failure.
 - 5.4. The corrective action to prevent future rejects
 - 5.5. Effectively of the corrective action
 - 5.6. Purchase order number


6. **EXCUSABLE DELAYS:** Neither seller or buyer shall be held responsible for delays in performance or failures of performance when caused by fires, strikes, epidemics, embargoes, directions of the Government, or other conditions of whatsoever nature or description beyond their respective control which delay performance or render performance commercially impracticable, provided however, that the affected party shall immediately notify the other of the condition and the expected duration thereof.

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7. **DELIVERY:** It is understood that time is an essential factor in this transaction; hence, unless excused under section 9 hereof, delivery and/or performance must be actually affected within the time stated on this order in event Seller fails to meet such stated delivery and/or performance will be born by Seller.
8. **TERMINATION:** If the item is not listed as NCNR, the buyer reserves the right to terminate the order in whole or in part at any time by written notice to Seller. Upon receipt of such notice, Seller shall immediately stop work on the portion of the order terminated and shall take corresponding action with respect to its suppliers and subcontractors. Within thirty (30) days of the notice, Seller shall prepare its termination claim (which may include a reasonable profit on work accomplished and accepted) for submission to Buyer. Upon receipt, thereof Buyer shall promptly negotiate a fair and equitable settlement with Seller, provided, however, that Buyer may require reasonable Proof of the validity of any elements of Seller's claim.
9. **INFRINGEMENT:** Seller shall protect and indemnify Buyer, its subsidiaries and its customers from and against all claims, liabilities and loss arising from infringement or alleged infringement of any right of a third party by the sale (including resale), delivery, acceptance, possession or use (except use in combination with another material or in the practice of any process) of the material covered by this order whether or not that material is according to Buyer's specifications, drawings or samples; and Seller shall defend at its own expense all proceedings instituted against Buyer, its subsidiaries and customers based on said infringement or alleged infringement.
10. **APPLICABLE LAW:** Seller shall comply with all local, State, and Federal laws and regulations affecting the price, production, sale or delivery of the material under this order, or services performed in connection therewith, and Seller shall indemnify and save Buyer harmless from and against any liability, expense or loss resulting from Seller's failure to do so.
11. **In accepting this purchase order supplier assumes responsibility for testing, process control, labeling and other requirements of the U.S. Consumer Product Safety Commission and/or other regulatory agencies or laws and is responsible for reporting product hazards in accordance with Section 15 of The Consumer Product Safety Act, Public Law 92-573.**
12. **WORK ON BUYER'S PREMISES:** If this order involves the presence of Seller on the premises of Buyer, Seller shall comply with all safety and security regulations and shall take all necessary precautions to prevent injury or damage to persons or property while so engaged. Seller shall indemnify and save Buyer harmless against liability, losses and expenses incurred by Buyer as a result of any such injury or damage except to the extent the same may be caused by the negligent act or omission of Buyer.
13. **ASSIGNMENT:** This agreement and implemented purchase order(s) shall not be assignable, in whole or in part, by either Seller or Buyer except with the express written consent of the other party.
14. **DRAWINGS, PATTERNS, ETC.:** All drawings, blueprints, tracings, patterns, samples, and the like, prepared by Seller and paid for by Buyer or furnished here under to Seller by Buyer, and the information contained therein, are the property of Buyer, shall not be used by Seller except to execute this purchase order, or except as authorized in writing by Buyer, and shall be delivered to Buyer promptly after completion or termination of this purchase order.
15. **OTHER TERMS:** No oral agreement or other oral understanding shall in any way modify this order, or the terms or the conditions hereof. Seller's action in accepting this order or delivering the material called for here under shall constitute an acceptance of the terms and conditions of this purchase order.
16. **ATTORNEY FEES:** In the event of dispute under the terms of this purchase order, the prevailing party will be paid its cost associated with such dispute, including reasonable attorney fees as determined by a local San Diego based court

Revision History

Revision	ECN	Revision Date	Paragraph(s)	Description
A	2114	7/27/21	All	New Release

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B	2129	9/2/21	5	Per ISO13485 supplier must notify Dutek of changes in the purchased product prior to implementation of any changes that affect the ability of the purchased product to meet specified purchase requirements.
C	2191	9/16/22	All	Moved flow down quality requirements to separate document, DI-8.2.7

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