



Amptech Inc. PO Acceptance of Terms and Conditions

1. Acceptance of Terms and Conditions.

The acceptance of the terms and conditions contained herein is an essential prerequisite to any contract of purchase made by Buyer. Any offer or acceptance by Buyer is made subject to the terms and conditions contained herein and no additional or different terms offered by Seller shall become a part of the agreement of sale between Buyer and Seller unless such terms have been expressly approved in writing by an authorized agent of Buyer. If this document is an offer, acceptance of this offer is expressly limited to the terms hereof, and Buyer reserves the right to withdraw this offer at any time before its acceptance by Seller. If this document has been issued by Buyer in response to a written offer made by Seller, Buyer's acceptance of Seller's offer is expressly conditioned on Seller's assent to the additional or different terms contained herein. If these terms and conditions are not acceptable, Seller shall notify Buyer in writing at once. Seller's action in (a) acknowledging this Purchase Order, (b) commencing performance, or making shipment of products, (c) performing services called for hereunder, or (d) receiving this purchase order without disaffirmance within three (3) business days of receipt shall constitute an unqualified acceptance by Seller of the terms and conditions contained herein.

2. Changes.

Buyers reserves the right to change specifications, requirements or date of delivery differences in contract prices resulting from such changes shall be equitably adjusted between Buyer and Seller.

3. Risk of Loss.

Risk of loss shall pass to Buyer upon delivery of goods to Buyer's designated destination.

4. Shipping and Receiving.

Time is of the essence, and if delivery of items or rendering of services is not completed by the time promised, Buyer may without liability and in addition to its other rights and remedies, (i) terminate this order as to items not yet shipped or services elsewhere, and (ii) purchase substitute items or services not yet rendered (iii) charge Seller with any damages incurred, whether special, direct, indirect, incidental, or consequential. Charges may include \$150.00 – administrative cost and \$25.00 hr. shop cost. Buyer will accept no COD's.

5. Inspection.

Materials or equipment purchased are subject to inspection and approval at Buyer's destination. Buyer reserves the right to reject and refuse acceptance of items which are not in accordance with applicable instructions, specifications, drawings, data or other descriptions furnished or specified by Buyer, or with Seller's samples or Seller's warranties (express or implied). The quantity of material indicated on the face hereof must not be exceeded without prior written authorization from Buyer, and Buyer reserves the right to return for full credit any excess over the quantity called for in this order. Buyer may charge Seller for the cost of inspection merchandise rejected pursuant to this paragraph. Items not accepted will be returned to Seller at Seller's expense. Payment for any item delivered shall not constitute acceptance thereof.

6. Prices and Invoices.

Separate invoices for each order are required. All taxes are for the account of Seller unless specifically and separately stated on the front of the invoice and accepted by Buyer. No invoice will be rendered at a price higher than that stated on this purchase order unless authorized in writing by Buyers. No extra charges will be accepted against any purchase order without written approval of Buyer, unless otherwise indicated on the face of this purchase order; shipping and handling cost are included in the amount set forth therein. Any due date or discount date will be calculated from the delivery date or the date the invoice is received by Buyer, acceptable in accordance with the terms and instructions contained herein. Buyer accepts no changes on any invoices with respect to liquidated damages or delinquent charges.

7. Limitation of Liability.

Buyer's liability for breach of this purchase order will not exceed the difference between the resale price of any materials sold in good faith and in a commercially reasonable manner and the contract price for such materials, less expenses saved in consequence of Buyer's breach. Buyer will not be liable for any consequential, incidental, special, delay, and punitive or liquidated damages of any type.

8. Packing and Cartage.

No charge will be allowed for packing, boxing or cartage without the written approval of Buyer. Damage to any items not packed or labeled to ensure proper protection thereto will be charged to Seller. Shipping documents and a separate invoice for each shipment on this order must be mailed to Buyer's office issuing this order on the day shipment is made. Packing list must accompany each shipment. Each package invoice, bill of lading and shipping notice must be marked plainly with the Buyer's purchase order number and part numbers.

9. Warranty.

In addition to all warranties imposed by law, Seller expressly warrants that all goods delivered pursuant hereto will conform to the specifications, drawings, samples or other description furnished or specified by Buyer and will be fit for the purpose intended, merchantable, of good material and workmanship and free from defects, including without limitation, defects in manufacture and design. Neither payment nor inspection by the Buyer can constitute a waiver of any breach of warranty. Goods returned to Seller for breach of warranty will be credited to Buyer's account.

10. Indemnity.

Seller will indemnify, defend and hold harmless Buyer against any and all liabilities whatsoever for damages and/or injuries, and cost and expense, including reasonable attorney's fees which may be incurred by Buyer by virtue of defective materials or workmanship in articles or materials supplied hereunder, or for any breach of the warranty or other obligations of Seller set forth herein, including all costs and reasonable attorney's fees incurred by Buyer in securing this indemnity. This indemnity obligation shall run to Buyer, its successors, assigns, customers and the user of its products.

11. Compliance with Laws.

Seller will at all times comply with all state and federal laws applicable to its performance. The goods and services provided by Seller on this order will be provided in accordance with Executive Order 11246 as amended, of the President of the United States on equal employment opportunity and the rules and regulations issued pursuant thereto.

12. Patents.

Seller shall defend at its own expense any suit, action or proceeding in which Buyer's agents or the users of Buyer's products are made defendants for actual or alleged infringement of any U. S. or foreign patents resulting from the use or sale of the items purchased hereunder (except for infringement necessarily resulting from adherence by Seller to Buyer's specifications or drawings), and Seller shall pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against such defendant and otherwise indemnify and defend Buyer against any damages or expenses, including reasonable attorney's fees, incurred by Buyer in any manner arising from any such suit, action or proceeding.

13. Buyer's Property.

Any of Buyer's property delivered to Seller's performance of this contract, including, without limitation, blueprints, patterns and tools, shall remain Buyer's property and Seller is responsible to return them to Buyer in the same condition as received.

14. Confidential Information.

This purchase order is a matter of confidential information, and Seller will strictly protect the confidentiality hereof. Buyer furnishes information on this purchase order on the understanding that it may and will be used only for the purpose of satisfying this order.



15. Liens.

Seller will place no liens against Buyer. In the event Seller obtains any mechanics or other lien, by operations of law or otherwise, Seller will execute an appropriate document waiving all liens against Buyer.

16. Force Majeure.

Fires, accidents, labor disturbances, war conditions, nuclear incidents, acts of God, governmental acts, laws or regulations, involuntary cessation of operation of any of Buyer's plants for any reason, or other causes beyond the reasonable control of Buyer rendering Buyer unable to receive the items or services covered by this purchase order will permit Buyer at its option to cancel this order by notice to Seller, without liability of Buyer to Seller for such cancellation.

17. Non-Waiver.

Any waiver or failure by Buyer to require strict compliance with any of the provisions hereof shall not operate as a waiver of Buyer's right to insist upon strict compliance therewith thereafter.

18. Termination.

Buyer may at any time demand that Seller terminate work on this order. In the event such termination is not due to the default or breach of Seller hereunder, any claim arising out of such termination shall be settled exclusively by Buyer's reimbursing Seller for documented costs actually and properly incurred by Seller for the purchase, assembly or manufacture of the goods (with due allowance for their salvage value after Buyer has had full opportunity to recommend disposition). In the event such termination is due to the default or breach of Seller hereunder, Buyer shall have no liability to Seller and Buyer shall have all rights and remedies against Seller as provided under this purchase order and under applicable law.

19. Remedies Cumulative.

All remedies provided Buyer herein are cumulative and are in addition to any other remedies of Buyer at law or in equity.

20. Assignment.

Buyer may, in its sole discretion, assign its benefits hereunder to any third party, and may delegate its responsibilities hereunder to any successor to all or substantially all of its business. Seller may delegate its responsibilities hereunder only with the prior written consent of Buyer.

21. Modification.

This order represents the entire agreement between the parties concerning matters covered herein and there are no oral understandings or representations affecting it. No waiver, alteration or modification of the terms of this purchase order shall be binding unless in writing and signed by an authorized agent of Buyer.

22. Governing Law, Jurisdiction and Venue.

The contract between the parties hereof shall be governed by and construed in accordance with the laws of the state of Michigan and shall be deemed entered into at Buyer's place of business. The parties agree that any controversy arising under the contract herein shall be determined by the Courts of the State of Michigan, and both parties hereby submit and consent to the jurisdiction of said Courts and agree that venue for any action arising hereunder shall lie in Kent County, State of Michigan.

23. Conflict Minerals.

Suppliers are expected to supply materials to Amptech that are "DRC conflict-free." "DRC conflict-free" means (i) any "conflict minerals" (gold, columbite-tantalite, also known as coltan, cassiterite, wolframite, or their derivatives tin, tantalum or tungsten (collectively the "3TGs")) necessary to the functionality or production of supplied materials do not directly or indirectly finance armed groups through mining or mineral trading in the Democratic Republic of Congo or an adjoining country, or (2) any 3TGs in supplied materials are from recycled or scrap sources. Suppliers are expected to adopt policies and management systems with respect to conflict minerals and to require their suppliers to adopt similar policies and systems.

24. Counterfeit Goods.

In addition to Seller's other warranties, Seller warrants the Goods delivered pursuant to this Order shall: (i) be new; (ii) be and only contain materials obtained directly from an Original Material Manufacturer (OMM), Original Component Manufacturer (OCM) or Original Equipment Manufacturer (OEM), (collectively, hereinafter, the Original Manufacturer (OM)) or a source with the express written authority of the OM or current design activity, including an authorized aftermarket manufacturer; and (iii) not be and not contain Counterfeit Items. In addition to other remedies available to Amptech, if Seller delivers Goods to Amptech that do not conform to the forgoing warranty, at Amptech's election, Seller shall bear the expense of remedial costs including but not limited to repair, rework, replacement and corrective action.

25. Revised as of 6-25-2015