



## GENERAL TERMS AND CONDITIONS OF PURCHASE

### **1. ACCEPTANCE**

Acceptance of this order constitutes STRAN Technologies offer to Seller, and becomes a binding contract on the terms and conditions set forth herein when it is accepted by the Seller, either by acknowledgement, or the commencement of performance hereof. Any additions to, changes in, modifications of, or revisions of this Contract (including these General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that an authorized employee of Buyer expressly agrees to accept any such proposals in writing.

### **2. Prices**

Items on this order must not be billed at higher prices than last quoted or charged without STRAN Technologies' written authority.

### **3. Cancellation**

STRAN Technologies reserves the right to cancel or withdraw any order without charge to if shipment does not meet the specified quality and/or delivery requirements.

### **4. Delivery**

All goods to be shipped UPS collect using STRAN Technologies account number unless otherwise specified. Material must be delivered within the time stated on the purchase order. The purchase order number must appear on all invoices, certificates, packing lists, packages, and correspondence. STRAN Technologies reserves the right to refuse, or return at Seller's risk and expense, shipments made in advance of the schedule of deliveries appearing on the face of the order, or as later mutually agreed upon. Over shipments are not allowed unless mutually agreed upon.

### **5. Inspection**

Material is subject to STRAN Technologies inspection and approval at a reasonable time there after delivery. If specifications are not met, material may be returned at Seller's expense, including transportation charges both ways. STRAN Technologies and its customers reserve the right to inspect product at the Sellers facility. Payment of invoices does not constitute acceptance of merchandise covered by this order and is without prejudice to any claims of STRAN Technologies against Seller.

### **6. Terms and Invoices**

Invoices shall never cover more than one order. Invoices, shipping notices and bills of lading are to be mailed within 24 hours after shipment. It is understood that if a cash discount is allowed the cash discount period shall be computed from the date of receipt by STRAN Technologies or acceptance of material, whichever is later. On all prepaid shipments chargeable to STRAN Technologies, attach transportation receipt to invoice. On invoices returned for correction, the cash discount period will date from the receipt of the corrected invoice.

### **7. Nonconformities/Changes**

Suppliers, contractors, and consultants must formally agree to notify STRAN Technologies of nonconformities/changes in the product and/or service so that STRAN Technologies may determine whether the changes may affect the quality of the finished device, component and/or assembly. The Seller must obtain a deviation waiver, in writing, from the STRAN Technologies.

### **8. Proprietary Information**

All drawings, specifications, data, etc, supplied to Seller are proprietary to the Buyer and shall not be disclosed to third parties without the written approval of STRAN Technologies.

### **9. Goods Warranty/Certification**

Unless stated otherwise, the Seller shall certify all goods against defects in design, performance and purchase order requirements. This warranty shall extend to the STRAN Technologies' customers.