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# Purchase Order General Terms & Conditions

425 Strempel St.  
Seguin, TX 78155

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The purchase order, together with terms and conditions, and any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the “Purchase Order”), constitutes the entire and exclusive agreement between Rave Gears LLC (“Buyer”) and the seller identified as the supplier in the Purchase Order, hereinafter referred to as “Seller”, regarding the goods, material and/or services to be purchased hereunder (Products).

**1. ACCEPTANCE** – Seller’s electronic acceptance, acknowledgement, acceptance of payment or commencement of performance shall constitute acceptance of Buyer’s Purchase Order. Seller’s acceptance is limited to acceptance of the express terms of this Purchase Order and does not include any additional or different terms proposed by Seller or any attempt to vary to terms hereof, unless accepted in writing by Buyer. Acceptance of the Products covered by this Purchase Order will not constitute acceptance by Buyer of Seller’s terms and conditions. Any reference to Seller’s quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in that document. If Seller becomes aware of any ambiguities, issues, or discrepancies between this Purchase Order and any

specification, design, or other technical requirement applicable to this Purchase Order, Seller will immediately submit the matter to Buyer for resolution.

**2. PRICE** – Seller warrants that the prices for the Products are complete and not less favorable than those currently extended to Seller’s other customers of similar account size for similar quantities of the same or similar Products. In the event Seller reduces its prices for such Products prior to accepting Buyer’s Purchase Order or during the term of performance of any Purchase Order for services, Seller agrees to reduce the prices hereof accordingly. Seller warrants that the prices shown in the Purchase Order are complete and no additional charges are added without Buyer’s express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, insurance, storage, boxing and crating.

**3. CHANGES** –  
(A) Buyer may by written notice make changes within the general scope of the Order in any one or more of the following:  
(i) drawing, designs or specifications;  
(ii) method of shipment or packaging;  
(iii) place of inspection, delivery or acceptance;  
(iv) amount of Buyer-furnished Manufacturing Materials;

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(v) quantity

(B) Seller shall proceed immediately to perform the Order as changed. If any such change causes a material increase or decrease in the cost of, or the time required for the performance of any part of the work in the Order, except as otherwise provided for in paragraph (C) below, Buyer will make an equitable adjustment in the purchase price or delivery schedule or both. Seller shall provide written notice of its intent to assert a claim within ten (10) calendar days from the date of receipt by Seller of such written notice of change. Seller shall proceed with the change pending resolution of any claim for adjustment. Failure to agree to any adjustment will be resolved in accordance with the Disputes clause of the Order.

(C) Notwithstanding paragraphs (A) and (B) above, Buyer may make changes to the Order delivery schedule without cost impact provided that:

(i) Buyer provides a minimum four (4) week notice to Seller for any delivery schedule acceleration; or

(ii) Buyer provides a minimum four (4) week notice to Seller for any delivery schedule deceleration.

(D) Seller shall, at no cost to Buyer, use best effort to support any changes required by Buyer within the four (4) week notice period.


**4. BUYER FURNISHED MANUFACTURING MATERIALS –**

(A) Except as otherwise provided herein, Seller must not use, reproduce, or disclose for the benefit of any party other than Buyer, any Manufacturing Materials furnished by Buyer. Seller must not use the Manufacturing Materials to produce or manufacture Articles, other than those required by the Order, without prior written authorization from Buyer.

(B) Title to Manufacturing Materials furnished by Buyer will remain with Buyer or U.S. Government, as applicable, at all times. Seller must bear the risk of loss, damage or destruction of the Manufacturing Materials furnished by Buyer and shall promptly replace or repair, without expense to Buyer, any of the Manufacturing Materials which are lost, damaged, or destroyed unless such loss, damage or destruction is solely and directly caused by Buyer’s negligence.

(C) Seller is responsible for care, maintenance, use and records of Buyer Furnished Manufacturing Materials. Physical Inventories will be performed as required by Buyer.

(D) All Buyer furnished Manufacturing Materials, together with spoiled and surplus materials and Articles must be returned to Buyer upon termination or completion of the Order unless Buyer will direct otherwise in writing. When Buyer

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approves Manufacturing Materials to be furnished to Seller's subcontractors for procurement of Articles by Seller for use in the performance of Buyer's Order, Seller must insert the substance of this clause in its subcontracts.

(E) Seller acknowledges that Buyer's Manufacturing Materials are unique and proprietary and that monetary damages will be inadequate to compensate Buyer for Seller's breach of this provision. The parties agree that, in addition to any other remedies available to Buyer under the Order, or at law or in equity, Buyer will be entitled to seek injunctive relief to enforce the terms of this clause.

**5. COUNTERFEIT AND / OR SUSPECT MATERIALS/WORK –**


(A) Counterfeit - An unauthorized copy, imitation, substitute, or modified part (e.g., material, part, Component), which is knowingly misrepresented as a specified genuine part of an original or authorized manufacturer.

(B) Counterfeit and/or Suspect Work is rebuttably presumed to not be in conformance with the requirements of the Purchase Order. Seller agrees that only new and authentic materials will be used in Seller's Product or Work and that any delivered Product to Buyer contains no Counterfeit and/or Suspect Material/Work. No other Item other than a new and authentic

Item is to be used by Seller unless approved in advance in writing by Buyer.

Seller shall implement a process plan, applicable at all levels of supply, to control Counterfeit and/or Suspect Material/Work and ensure that Counterfeit and/or Suspect Material/Work is not being delivered or incorporated into any of Seller's Product or Work. Seller shall only incorporate Items that are sourced from Original Manufacturers and their respective authorized distributors. Deviations from this general standard must be approved in writing by Buyer, or executed in accordance with Buyer's audited and approved Quality Manual. Seller must make available to Buyer, at Buyer's request, documentation that authenticates the traceability of the Items to that applicable Original Manufacturer. Purchase of items from independent distributors is not authorized unless first approved in writing by Buyer's purchasing representative. Buyer's approval of Seller request(s) does not relieve Seller's responsibility to comply with all Purchase Order requirements, including the obligations of this Article.

If Seller becomes aware or suspects that it has furnished Counterfeit and/or Suspect Material/ Work in any form, Seller shall immediately notify Buyer in writing with the pertinent facts and Seller shall immediately: (1) provide Original Manufacturers documentation that authenticates the traceability of the Items in question and a certificate of conformance evidencing compliance with the


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requirements of the Purchase Order; or (2) promptly replace the Counterfeit and/or Suspect Material / Work with Items acceptable to Buyer at Seller's sole cost and expense. Seller shall also be liable for the costs associated with, but not limited to, costs of removing Counterfeit and/or Suspect Material/Work, costs of reinstalling replacement Items, any testing required by the reinstallation of replacement Items, travel expenses, legal expenses, shipping costs, fines or penalties, labor, replacement Items and administrative expenses.

If Buyer, at any time, has reasonable cause to believe Seller has furnished Counterfeit and/or Suspect Material/Work, in any form, Buyer shall notify Seller and Seller shall immediately: (1) provide Original Manufacturer documentation that authenticates the traceability of the Items in question and a certificate of conformance evidencing compliance with the requirements of the Purchase Order; or (2) promptly replace the Counterfeit and/or Suspect Material Work with Items acceptable to Buyer at Seller's sole cost and expense. Seller shall also be liable for the costs associated with, but not limited to, costs of removing Counterfeit and/or Suspect Material/Work, costs of reinstalling replacement Items, any testing required by the reinstallation of replacement Items, travel expenses, legal expenses, shipping costs, fines or penalties, labor, replacement Items and administrative expenses.

Seller's delivery of Counterfeit and/or Suspect Material/Work to Buyer shall be grounds for the Buyer to terminate the Purchase Order for default and in addition to any other rights and remedies available to Buyer under these Terms, in law or in equity.

6. **DELIVERY** – Time is of the essence. Delivery is strictly in accordance with the schedule, quantity, and any other terms set forth in this Purchase Order. Seller will immediately notify Buyer if Seller's timely performance under the Purchase Order is delayed or is likely to be delayed. Buyer reserves the right to cancel, without liability, this Purchase Order in whole or in part if Seller should fail to make deliveries in accordance with the terms of this Purchase Order. Seller shall indemnify Buyer for any damages imposed originating from Seller's delivery breach. Buyer reserves the right to refuse shipments made before or after the date set forth in the Purchase Order. If the delivery of the Products is not completed on time, Buyer reserves the right, in addition to its other rights and remedies, and without liability, to terminate the Purchase Order as to items not yet shipped or services not yet rendered.
7. **SHIPPING/PACKING** - Seller will preserve, pack, package and handle the goods so as to protect the goods from loss, damage, deterioration, moisture, foreign matter or contamination. Unless otherwise specified, Seller shall comply with best commercial practices to ensure arrival at destination at the lowest transportation cost, in the absence of any specifications Buyer may provide. An itemized packing list is placed in each package

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and no charges are allowed for boxing, packing, or crating unless previously agreed upon. ESD sensitive components or assemblies are packaged in approved protective packages and labeled with the ESD caution symbol. Each package is numbered and labeled with Buyer's shipping marks.

(A) Seller must comply with the routing instructions shown on the Order. Premium transportation will be paid by Buyer only when specifically authorized. If delays caused by the Seller result in the need for premium transportation, the additional costs for the premium transportation is the sole responsibility of the Seller.

(B) Separate packing lists are required for each Order and must accompany each shipment. The location of the packing slip must be clearly marked on the container. The complete Order number must appear on all documents.

(C) Test reports, x-rays, certificates and other supporting documents must accompany each shipment when required by the Order.

(D) When required by Buyer, Seller will provide bar coded shipping labels with each shipment.

(E) With each shipment to Buyer the Seller must include on the packing slip a "Statement of Product Conformity". Unless otherwise required by contract, the Seller must include a statement declaring compliance to all requirements specified in applicable standards or specification documents. This certification of compliance must be signed by Seller's authorized Quality representative.

(F) Unless otherwise specified, the price stated in the Order includes the costs of preparing


and packing for shipment, container marking, and furnishing packing lists and test reports.

(G) Time is of the essence in performing the Order. Should Seller experience or anticipate any delay in performing the Order, Seller must immediately notify Buyer in writing of such delay, it's expected duration and the reasons thereof. Neither such notification nor an acknowledgment by Buyer will constitute a waiver of the Order's specified delivery schedule. Seller shall be liable for any direct or indirect damages resulting from a delay in delivery.

(H) Seller, as applicable, shall pay all taxes and import or export duties of any kind outside of the U.S.A. or any other country, including those taxes or duties that may be imposed or assessed on any property furnished by Buyer (data, information, materials, components or tooling), and all fines or penalties imposed by reason of Seller's failure to pay such taxes or duties. All such taxes and duties, existing, new or increased, are included in the price stated in the Order.

**8. QUANTITY VARIATION** - The specific quantity ordered must be delivered in full and not be changed without Buyer's prior written consent. Any different quantity without such consent is subject to Buyer's rejection and return at Seller's risk and expense. Any excess quantities that Buyer accepts are at the Purchase Order price, unless otherwise agreed upon.

**9. INVOICE/PAYMENT** - Unless otherwise agreed to in writing by the parties, an invoice is not issued prior to shipment of goods. Invoices are forwarded to Buyer's address (2 copies on

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Seller's own form) and no payment is made if Buyer has not received an invoice as defined herein. Invoices must reference this Purchase Order number, listing a description of Products provided and as applicable, part number, applicable quantities and the unit and total prices. Payment of an invoice does not constitute acceptance of the Products and is subject to appropriate adjustment should Seller fail to meet the requirements of the Purchase Order. All payments are subject to adjustment for shortage or rejection of materials provided. In any case where transportation is billed, billing must be accompanied by carrier's invoice marked "paid". If Buyer has a claim against Seller resulting from this Purchase Order or any other transaction, Buyer may deduct or set-off disputed amounts from Seller's claims for amounts due.

**10. WARRANTY** - Seller expressly warrants and represents to Buyer, its successors, assigns, customers, and users of Buyer's products, that all Products is (a) be free from defects in material, workmanship (as defined by and meeting the requirements of Rave Gear's Supplier Quality Manual as a minimum, if applicable), and design, (b) conform to the terms of the Purchase Order and/or all applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by Buyer, (c) be merchantable, (d) together with their packaging, labeling and accompanying materials be properly contained, packaged, marked and labeled, (e) be fit for the intended purposes and operate as intended, if Seller knows or has reason to know the particular

purpose for which Buyer intends to use the Products, (f) comply with all applicable national and local laws, (g) be free and clear of any and all liens, restrictions, reservations, security interests, or encumbrances, and (h) with respect to services, be performed diligently in a good and workmanlike manner to the highest professional standards. Claims for breach of warranty do not accrue until discovery of noncompliance, even if the Products were previously inspected. Buyer may, at its option, return at Seller's expense, the defective or nonconforming goods for credit, refund or set-off, or require Seller to correct or replace, at no cost to Buyer, any defective or nonconforming goods, including, without limitation, re-perform any deliverables that are services. Such warranty work will be further warranted for an additional 12 month period.

**11. TITLE AND RISK LOSS** - Title to and risk of loss of the goods pass to Buyer or other destination designated by Buyer, upon delivery and acceptance of the goods. Title to the goods shall be free and clear of all liens and encumbrances.

**12. QUALITY CONTROL INSPECTION & ACCEPTANCE** - All Products may be inspected, tested and approved by Buyer, its customers, higher-tier contractors, and end users at all reasonable times and places. No inspection, tests, approval, design approval, or acceptance of the goods relieves Seller from responsibility for warranty, latent defects, fraud, or negligence. If the goods are defective or otherwise do not conform to the requirements of this Purchase Order, Buyer may, by written notice to Seller: (a) rescind this

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Purchase Order as to the goods or (b) reject and return the goods to Seller at Seller's risk and expense for refund/credit or require the delivery of replacements. If Buyer elects to reject nonconforming goods, Seller shall issue a return authorization number for all nonconforming goods within twenty-four (24) hours after Buyer's request, and such non-conforming goods are the property of the Seller. Delivery of replacements will be accompanied by a written notice specifying that such goods are replacements. If Seller fails to deliver required replacements promptly, Buyer may replace them with goods from another Seller and charge the Seller the cost thereof, including cover, and any incidental costs; or terminates this Purchase Order for cause. Acceptance of any part of the Purchase Order shall not bind the Buyer to accept any future Products, and Buyer reserves the right to reject any goods or to revoke any previous acceptance and to cancel all or any part of the Purchase Order if Supplier fails to deliver all or any part of the goods or perform any of the work in accordance with this Purchase Order. If Buyer performs any inspection (other than the standard inspection) after discovering defective or nonconforming goods, any additional inspection costs will be paid by Seller.

(A) Seller must provide and maintain a Quality Management System in accordance with the latest revisions to ISO-9001 or AS/EN-9100. Seller's system must also be in compliance with the Buyer's Quality Procurement Specification (QPS) referenced in the Order. Seller agrees to permit Buyer or U.S. Government access to its facilities, quality

system procedures, processes and documentation related product/service compliance to requirements. This accessibility will remain applicable to Seller in addition to any special quality assurance provisions, which may be incorporated elsewhere in the Order. All Articles are subject to final inspection and acceptance by Buyer at destination, notwithstanding any payment or prior inspection at source. The final inspection will be made within a reasonable time, not to exceed fifteen (15) calendar days after receipt of the Articles. When Buyer inspection is performed at source, Seller must provide, at no charge to the Buyer, appropriate facilities and assistance to allow the performance of the inspection. Buyer must notify Seller if any Articles delivered hereunder are rejected, and such Articles may be returned to Seller at Seller's risk and expense at Buyer's discretion. Inspection and tests by Buyer do not relieve the Seller of responsibility for defects or other failures to meet the Order's requirements. Acceptance will not be final with respect to latent defects, fraud, or gross mistakes amounting to fraud. Notwithstanding anything else in the contract terms to the contrary, Seller and Buyer expressly agree that Seller is responsible for any claims for damages, losses, expenses that result from Seller's failure to comply with the requirements of this clause.

(B) The Seller must have an effective program for investigation of quality system or product deficiencies that includes utilization of a disciplined problem solving method for determining the root cause and determination of effective corrective actions that preclude recurrence of deficiencies detected by the



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Seller or Buyer. The Buyer may forward a request for root cause and corrective actions response from the Seller when the Buyer discovers discrepancies for which the Seller is responsible. The Seller's response must be returned to the Buyer within thirty (30) calendar days unless otherwise specified by the Buyer. The response will include the corrective action effectivity point by part number, unit serial number, ship dates into Buyer, quantity and/or manufactured date.


**13. TERMINATION FOR CONVENIENCE** - Buyer may, for its convenience, terminate all or any part of the Purchase Order upon notice to Seller. Upon notice of such termination, Seller shall immediately stop all work and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease their work against the Purchase Order. Seller shall submit to Buyer an invoice with supporting information setting forth the Purchase Order price for the Products delivered prior to the notice of termination, plus Seller's actual, direct unavoidable costs resulting from the termination, less salvage value. Buyer shall not be liable to Seller for Seller's lost profits on the terminated part of the Purchase Order. Seller shall not be paid for work performed or costs incurred after receipt of notice of termination, nor for costs incurred by Seller's suppliers that Seller reasonably could have avoided. Buyer will not be obligated to pay any more than the payment that would have become due had Seller completed Purchase Order and Buyer had accepted the Products.

**14. TERMINATION FOR CAUSE** - Buyer shall have the right to terminate Purchase Order, in

whole or part, at any time, if Seller: (a) fails to make any delivery in accordance with agreed delivery date, (b) fails to observe or comply with any of the instructions, terms, conditions, or warranties applicable to Purchase Order, (c) fails to make progress so as to endanger full and timely performance of the Purchase Order or failure to provide Buyer, upon request, with reasonable assurances of future performance, or (d) is subjected to any proceedings by or against it in bankruptcy or insolvency, for appointment of a receiver or trustee, or for an assignment for benefit of its creditors. In the event of a termination of such default, Buyer shall be entitled to any and all damages, losses, costs, and expenses incurred by Buyer arising out of or resulting from such default.

**15. FORCE MAJEURE** - To the extent and for the period of time that performance of any such obligation is prevented, interrupted, or delayed by, without limitation actions or decrees of governmental bodies, strikes, wars, fires, floods, earthquakes, acts of terror or other acts of God, which is beyond the reasonable control of Buyer; provided, however if performance of any obligation is so prevented, interrupted, or delayed for a period in excess of thirty (30) days, Buyer, may, at its option, cancel this Purchase Order upon not less than three (3) days prior written notice to Seller and Buyer shall pay Seller for any conforming services properly performed or conforming goods accepted by Buyer prior to the date of such termination.

**16. PROPRIETARY INFORMATION** - Seller, its employees, agents and representatives, shall consider as Buyer's "Confidential Information,"

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all non-public information provided by Buyer, all specifications or other documents prepared by Seller in connection herewith, the fact that Buyer has contracted to purchase Products from Seller, and all other non-public information relating to this Purchase Order. Without Buyer's prior written consent, Seller shall not disclose or use Confidential Information for any purpose other than performing this Purchase Order. The foregoing provisions shall be subject to the terms of any other written agreement executed by the parties relating specifically to confidentiality, non-disclosure and/or publicity.


**17. INDEMNIFICATION** - Seller, its parents and affiliates agrees to indemnify and hold harmless Buyer, officers, employees, agents and customers, from and against any and all claims or liability (other than liability solely due to the negligence of Buyer), including reasonable attorneys' fees, arising out of or resulting in any way from any defect in the Products provided hereunder or from any act or omission of Seller, its agents, employees or subcontractors, including but not limited to: (a) the negligence or willful misconduct of the Seller, its agents or employees, (b) any claim for bodily injury or death, damage to property or any claim by an employee or subcontractor of Seller for wages and benefits, which occur in connection with the performance by Seller, and (c) alleged violation or infringement of any third party's patent, copyright, trademark, trade secret or any other proprietary rights, unless the Products are of Buyer's design or formulas. Seller's obligation to indemnify Buyer shall survive the expiration or termination of

the Purchase Order by either party for any reason

**18. COMPLIANCE WITH LAW** - Seller shall comply with all applicable federal state, provincial and local laws, including, but not limited to, laws with respect to the protection of the environment, and Seller hereby certifies that it is in compliance with all such laws and regulations in the production of the Articles, and that the Articles themselves are compliant with all applicable laws. Seller will indemnify and hold Buyer harmless to the full extent of any loss, damage or expense, including lost profit, attorneys' fees and court costs, for any failure or alleged failure of Seller to comply with the requirements of this clause or for any release or threat of release of any hazardous substance, hazardous or solid waste, pollutant or contaminate from any site now, or in the past, owned or operated by Seller, or any site where Seller disposed of or arranged for the disposal of any hazardous substance, hazardous or solid waste, pollutant or contaminate.

**19. GOVERNING LAW** - The Purchase Order and the rights of the parties hereunder is governed by and construed under the law.

**20. LIMITATION ON LIABILITY/STATUTE OF LIMITATIONS** - Buyer shall not be liable for lost profits, special, indirect, punitive, incidental or consequential damages, or penalties of any kind. Buyer's liability on any claim arising out of, in connection with, or resulting from this order or from performance or breach hereof shall in no case exceed the price allocable to the Products or unit thereof giving rise to the

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claim. Seller must commence any action against buyer arising from this order within one year from date the cause of action accrues.

**21. ASSIGNMENT** - Seller may not assign any of its rights under this Purchase Order. Any assignment without Buyer’s written approval will be void at the option of the Buyer.

**22. SEVERABILITY** - If any provision of Purchase Order is found to be illegal or unenforceable, the remaining provisions shall remain in full force and effect.

**23. SCRAP AND ALLOWANCE** - Seller shall be accountable for all Buyer furnished material and material generated as a result of Seller’s manufacturing error shall be at Seller’s expense. Please check your current insurance policy to determine if these costs are covered.

**24. ENTIRE AGREEMENT/SEVERABILITY/SURVIVAL –**  
(A) The Order, including attachments hereto, constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings,

whether oral or written. However, nothing herein will be construed as a limitation or exclusion of any right or remedy available to  
(B) If any provision of the Order is invalid or is prohibited by applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions, terms or conditions or of such Order.

(C) The provisions of the Order which by their nature are intended to survive the termination, cancellation, completion or expiration of the Order, including any indemnities, warranties and expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

**Revision Change Record**

Rev.	Change	Date	By
000	Initial Release	01/27/2017	Melissa Bauer

