



Terms & Conditions of this Purchase Order

By shipping against this Purchase Order, or any part thereof, Seller acknowledges and agrees to the following Terms and Conditions unless otherwise stated on the front of this Purchase Order:

- 1) All component products must be contained in the original manufacturer's packaging. All parts must be new, unused and in good condition. Refurbished parts, programmed parts, parts with bent, formed or oxidized leads, test dots or test markings, non-ESD packaging, exceeded MSL indicator and/or shipping damage will be rejected. All parts must meet AS9120 and AS6081 inspection criteria.
- 2) Unless otherwise stated on this Purchase Order, mixed date codes contained within individual reels, cut tape or tubes will not be accepted.
- 3) Seller represents the goods to meet the original manufacturers published specifications at the time of original manufacturing for a minimum of 60 days. **THERE IS NO WARRANTY TIME LIMIT FOR PRODUCT FOUND TO BE COUNTERFEIT.** Seller agrees to issue an RMA and full refund to SMT Corp. Where parts fail electrical testing SMT shall provide a detailed test report. In the event the parts supplied from the seller to SMT Corp. on this purchase order become the subject of a legal or counterfeit issue Seller agrees to give SMT Corp. access to the Seller's Sub-Tier Supplier of the parts supplied in question.
- 4) No substitutions or changes allowed without prior written approval from SMT Corp., including a change in the source of supply.
- 5) SMT Corp. reserves the right to cancel this order if shipment does not conform to the quantities, delivery method, or delivery date indicated on this Purchase Order.
- 6) This purchase order number must appear on all boxes, packing slips and invoices.
- 7) It is the Seller's sole responsibility to ensure the accuracy of all proforma invoice and customs documentation including declared values. **UNDER VALUED INVOICES WILL NOT BE ACCEPTED.**
- 8) SMT Corp. does not source products from China, India or Africa for Defense & Aerospace customers. Unless otherwise instructed the Seller understands and agrees that it has not sourced the products contained in this PO from China, India or Africa nor has knowledge that their source has obtained the products from these regions.
- 9) Supplier agrees that it has a Quality System in place that shall be used in fulfilling this Purchase Order to prevent the shipment of counterfeit / suspect parts to SMT Corp.
- 10) **Do not insure this shipment – SMT Corp. has its own insurance. Binder is attached.**
- 11) If this is a COD shipment, please provide the COD amount by e-mail or fax so that payment can be prepared in time.
- 12) Seller agrees to provide right of access to SMT Corp., its customer, and regulatory authorities to all applicable areas of all facilities, at any Sub-Tier Suppliers, involved in the fulfillment of this Order and to all applicable records pursuant to AS9120 requirements.
- 13) All records associated with this transaction will be maintained for a minimum of twenty (20) years.

Counterfeit / Suspect / Fraudulent/ Unapproved/ Suspect Unapproved Parts Mitigation Policy:

SMT Corp. has established a purchasing policy following both AS9120 and AS6081. All personnel must adhere to this policy to prevent the purchase of suspect unapproved, unapproved, counterfeit, suspect counterfeit or fraudulent products or services from external providers. (see 8.4) SMT Corp. reserves the right to seize and quarantine any and all suspected counterfeit products it receives from the external provider on this Purchase Order. Suspect counterfeit products will be surrendered to the appropriate Federal or State authorities for confiscation and/or destruction. SMT Corp. will also file a GIDEP alert and/or file a complaint with ERAI against the external provider and the material. If products furnished by the external provider are determined to be suspect unapproved, unapproved, suspect counterfeit, counterfeit or fraudulent the external provider agrees to reimburse SMT Corp. the full purchase price paid as well as any shipping or 3rd party testing charges incurred by SMT Corp.

SMT Corp. defines Suspect / Fraudulent / Counterfeit electronic parts as:

Suspect – A part in which there is an indication that it may have been misrepresented by the supplier or manufacturer and may meet the definition of fraudulent part or counterfeit part.

Fraudulent – Any suspect part misrepresented to the Customer as meeting the Customer's requirements.

Counterfeit – A fraudulent part that has been confirmed to be a copy, imitation, or substitute that has been represented, identified, or marked as genuine, and/or altered by a source without legal right with intent to mislead, deceive, or defraud.

Suspected Unapproved Part – A part for which there is objective and credible evidence indicating that the part is likely an unapproved or counterfeit part.

Unapproved Part – A part that was not produced or maintained in accordance with approved or acceptable data and applicable statutory, regulatory, and customer requirements.

IF YOU ARE NOT CONFIDENT THAT YOUR PRODUCTS ARE AUTHENTIC – DO NOT SHIP THEM TO SMT CORP.

Printed versions of this document are for reference purposes only. Refer back to the Master List of Controlled Documents (F423-01) to assure the use of the latest revision document.

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