



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.

F742-01
Rev 11
03/08/17



CERTIFICATE OF LIABILITY INSURANCE

SMTCO-1

OP ID: RR

DATE (MM/DD/YYYY)

03/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Doyle Partnership 10 Sasco Hill Road Fairfield, CT 06824 Doyle Partnership	CONTACT NAME: Robin Rizzitelli	
	PHONE (A/C, No, Ext): 203-454-3537	FAX (A/C, No): 203-454-3538
E-MAIL ADDRESS: Robinr@doyleins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Chubb Insurance		23030
INSURED SMT, CORP 14 High Bridge Road Sandy Hook, CT 06482	INSURER B: TORUS INSURANCE CO	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			35877194	03/25/2018	03/25/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			73551491	03/25/2018	03/25/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			79863856	03/25/2018	03/25/2019	EACH OCCURRENCE \$ 8,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 8,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	OCEAN CARGO			7894585	03/03/2018	03/03/2019	Dom/Intl 250,000
B	EXCESS LIABILITY			73564J163ALI	04/04/2017	04/04/2018	Excess 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: OCEAN CARGO (TRANSIT) - DOMESTIC/INTERNATIONAL CONVEYANCE \$250,000 WITH A \$2,500 DEDUCTIBLE

CERTIFICATE HOLDER**CANCELLATION**

SMT CORP	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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