

Purchasing Terms and Conditions

These Purchasing Terms and Conditions ("Agreement") constitute a legal agreement between Z-Tronix Inc., ("Z-Tronix Inc") and the vendor ("Vendor") entering into a business relationship for the provision of goods and/or services. By entering into this Agreement, Vendor agrees to comply with the terms and conditions outlined below:

1. TERMS OF ENGAGEMENT

- a. The engagement of Vendor's goods and/or services shall be governed by a mutually agreed-upon purchase order or written agreement ("Purchase Order"). Vendor shall accept the Purchase Order by acknowledging it in writing or by commencing performance of the goods and/or services.
- b. Vendor shall adhere to all terms and conditions stated in the Purchase Order, including any specifications, delivery schedules, and other documents referenced therein. Any additional or conflicting terms and conditions proposed by Vendor shall not be binding unless expressly agreed upon in writing by both parties.
- c. Failure by Z-Tronix Inc to enforce any provision of this Agreement or to object to any breach or default by Vendor shall not be construed as a waiver of Z-Tronix Inc's rights under this Agreement, nor as a waiver of any subsequent enforcement of such provisions.
- d. In case of any inconsistencies, the following descending order of precedence shall apply:
 - a. Purchase Order.
 - b. Special Terms and Conditions.
 - c. Statement of Work.
 - d. General Terms and Conditions.
 - e. Specifications.
 - f. Drawings.
- e. Vendor shall diligently proceed with the performance of the goods and/or services in accordance with Z-Tronix Inc's instructions and timelines until any dispute is resolved.
- f. Any changes to the design, specification, configuration, materials, parts, or manufacturing processes that may affect the form, fit, function, reliability, or maintainability of the goods and/or services require prior written approval from Z-Tronix Inc. Approved changes shall be implemented accordingly.

2. DELIVERY AND SHIPPING

- a. Delivery of goods shall be made to the location specified in the Purchase Order, unless otherwise agreed upon in writing. Risk of loss or damage to the goods shall pass to Z-Tronix Inc upon delivery, and title shall transfer upon Z-Tronix Inc's receipt and acceptance.
- b. Unless otherwise stated in the Purchase Order, Vendor shall deliver goods in accordance with the applicable specifications and drawings in effect at the time of the Purchase Order award.
- c. Transportation terms shall be specified in the Purchase Order. If no specific terms are provided, the goods shall be shipped "FOB Destination." Vendor shall bear any transportation costs, insurance, or premium transportation unless expressly authorized in writing by Z-Tronix Inc.



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3. QUALITY AND INSPECTION

- a. Z-Tronix Inc and its designated representatives shall have the right to inspect Vendor's facilities, as well as materials, workmanship, and processes used in the performance of the goods and/or services. Vendor shall provide reasonable facilities and assistance to ensure timely and convenient inspections.
- b. Vendor shall maintain an inspection and process control system acceptable to Z-Tronix Inc. Records of all inspections shall be complete and available for review by Z-Tronix Inc and its customers during the performance of this Agreement and as specified by the Purchase Order.
- c. Acceptance of goods shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise specified in the Purchase Order. Z-Tronix Inc reserves the right to refuse acceptance of non-conforming goods, and Vendor shall repair or replace such goods within a reasonable period at no additional cost.
- d. Vendor shall ensure proper packaging and preservation of all articles to prevent damage during shipping and storage. Outer packaging shall be clearly marked with the part number, supplier, Purchase Order number, and quantity contained.

4. INTELLECTUAL PROPERTY

- a. Supplier represents and warrants that the goods or services provided to Buyer do not infringe upon any intellectual property rights of any third party. Supplier shall indemnify and hold harmless Buyer from any claims, damages, or expenses arising out of any alleged or actual infringement of any intellectual property rights by the goods or services provided by Supplier.

5. CONFIDENTIALITY

- a. Supplier shall maintain the confidentiality of any proprietary or confidential information provided by Buyer in connection with this Agreement. Supplier shall not disclose such information to any third party without the prior written consent of Buyer.

6. EXTRA CHARGES

- a. The price stated on the PO covers all work required by Seller to satisfy the requirements of the PO.

7. PAYMENT AND INVOICING

- a. Payment terms shall be as specified in the Purchase Order or mutually agreed upon in writing.
- b. Vendor shall submit accurate and detailed invoices in accordance with the invoicing instructions

