



This Document Contains:

**HADCO METAL TRADING CO., LLC  
TERMS AND CONDITIONS OF SALE**

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**HADCO METAL TRADING CO., LLC  
STANDARD PURCHASE ORDER TERMS AND CONDITIONS**



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## Terms and Conditions of Sale

### A. Agreement

1. These Terms and the provisions to which these Terms are attached shall constitute the entire agreement ("Sale Agreement") between the Buyer and Hadco Metal Trading ("Seller") as to the sale of these Goods, and shall supersede all prior oral or written agreements and can be modified or canceled only by an agreement in writing. In case of any inconsistency between these Terms and other provisions of the Agreement, such other provisions shall prevail. Buyer expressly WAIVES all provisions contained in any of Buyer's correspondence or forms involved in this sale which negate, limit, extend or conflict with the Agreement.

2. BUYER agrees that it has not been induced to enter into this Agreement by any oral or written representation, guaranty or warranty made by SELLER, its employees, agents or representatives other than as expressly set out in this Agreement.

3. As used herein, "Sales Order" means an electric document that captures and records the Buyer's request for Goods or services and contains all pertinent information to process the Buyer's request throughout the whole process cycle. Once the Sale Order is confirmed by the Buyer, Cancellation will only be permitted by the Seller's agent. Changes made to a Sales Order solely by the Buyer relieves the Seller from the obligation to supply the Goods unless the Seller approved such changes in writing.

4. The Buyer confirms that orders containing customary Goods or Goods which are imported specifically for the Buyer, Goods that are not standardized in the Seller's inventory, cannot be canceled once manufacturing process begins. Canceling an order or violating any other terms of order by the Buyer may cause total loss of material value and the Buyer will be obliged to compensate Seller there upon.

### B. Price, Terms of Payment, Transportation, Weight, Tolerances, Over Shipment Allowances, And Taxes.

1. Buyer shall purchase the Goods from Seller at the prices stated in the Sales Order. Seller's published prices, terms of payment, including discounts, and transportation terms in effect at the confirmation date of the Sales Order of Goods.

2. Unless otherwise agreed upon by the parties and stated in the Sales Order, prices specified in the Sales Order do not include sales, use, excise, value added or similar taxes. Buyer will be responsible to pay all sales, use, delivery, port, excise and other taxes, duties, or charges presently or hereafter payable in respect to this transaction, or if paid by Seller for the account of the Buyer, Buyer agrees to reimburse the Seller on demand.

3. Weights and sizes of the Goods shall be determined in the Sales Order.

4. All delivery times for the Goods sold in the Sale Agreement are estimates only and is not guaranteed by Seller, provided that Seller will exercise its commercially reasonable efforts to meet the shipment date(s). Hadco Metal Trading Co. will not be responsible for any delay not caused by its gross negligence or willful misconduct.

5. Due to tolerance acceptable in industry standardization, Supplier will not be able to supply goods in exact dimensions but rather with certain tolerance. Thus, claims of discrepancies or non-conformance of Goods in regards to such tolerance will not be accepted.

6.all deliveries are subject to the tolerances of+/- 10% of the quantity ordered in the Sale

Order.7. All orders are subject to price in effect (PIE) at the time of shipment unless stated otherwise.

### C. Payment

1. Unless otherwise agreed upon by the parties and stated in this Sales Order, terms of payment for shipments are net cash within 30 days from the date of invoice.



2. A credit card surcharge of 3% may be applied to payments made with a credit card, subject to specific state regulations.
3. Seller shall have the continuing right to approve Buyer's credit, and may at any time demand advance payment, satisfactory security or a guarantee of prompt payment.
4. Interest at the rate of 18% per annum will be charged on delinquent accounts and handling fee on bounced check will be \$100.
5. A service charge will be imposed on overdue amounts, Buyer agrees to pay Seller's costs of collection of overdue invoices, including, but not limited to attorneys' fees.
6. If Seller directs Buyer to remit payment to bank or other depository, Buyer agrees that such payment shall not necessarily constitute payment in full or a final settlement of Buyer's account notwithstanding any language to the contrary on Buyer's check, draft, or other order.

6. Buyer shall not be entitled to deduct from the amount stated in the invoice any debt or claim the Buyer may have against the Seller for any reason or cause.

**D. Inspection and Rejection of Nonconforming Goods**

1. Clients are required to perform an incoming receiving inspection to ensure full material compliance.
2. All product claims are subject to verification by an authorized Hadco Representative and must be made within 5 days of signed receipt of materials. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the 5 days' claim period.
3. Materials proving defective to stated industry standards may be replaced. Materials noted as damaged at receipt will be given claim consideration.
4. Claims for labor and time spent are not allowed.
5. Any material that was modified, treated or processed by the Buyer will not be accepted for a return.
6. Flatness tolerances for steel and stainless steel sheets & plates are applicable to Mill produced (full size) items only. Flatness of cut blanks cannot be guaranteed and are always done as best effort only.
  
7. The Seller will not accept return of Goods supplied after being specifically tailored to the Buyer's requirements (i.e. coating, polishing, cutting, etc.) nor when Goods are customary and ordered specifically for the Buyer.
  
8. Return policy – Seller may, at its own sole discretion and on terms as it may determine, allow the Buyer with prior written notice the return of Goods. The Buyer could return the Goods provided that the Seller has received a request for return within 20 days of receipt of the Goods and subject to the other general terms of sale herein. The Buyer will cover the expenses incurred by the Seller in connection with the supply of the Goods, in accordance with the Seller's sole determination. If the Buyer provided payment for the returned Goods and requests a refund, a 5% (from the transaction amount) cancellation fees will apply, deducted from the refund (in addition to covering of delivery expenses). Alternatively, the Buyer may choose to receive a credit in which no cancellation fees will apply but direct expenses for the refund.
  
9. All returned material is subject to restock fee.
10. **WARNING:** In accordance with the assessments completed by our vendors, the supplied products may contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm, including, but not limited to nickel, beryllium,



chromium and lead. For more information refer to the Safety Data Sheet (SDS) forms of each respective producer, and also go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

#### **E. Warranty**

1. Seller makes no warranty of fitness for buyer's particular use or purpose, nor any other warranties, express or implied. Seller expressly disclaims all oral warranties.
2. Seller specifically, but not by way of limitation, does not warrant the accuracy or sufficiency of any advice or recommendations given to buyer in connection with the sale of goods hereunder.

#### **F. Default**

##### **a. Of Buyer-**

1. Buyer shall be liable for Seller's damages caused by Buyer's default hereunder.
2. Seller will have all the rights and remedies of a secured party under the Pennsylvania enactment of the Uniform Commercial Code or if the Goods are located outside the United States, then the equivalent thereof. The security interests granted to Seller under this Sale Agreement will automatically terminate upon payment in full of the purchase price for the Goods and Buyer will be entitled to file a UCC-3 termination statement evidencing such.
3. If any amount is overdue or Buyer otherwise breaches this Agreement, or if Buyer's financial responsibility becomes impaired, or Buyer refuses to give any payment, security, or guarantee demanded, Seller may terminate this Agreement and/or refuse to deliver any undelivered Goods and Buyer shall immediately become liable to Seller for the unpaid price of all Goods delivered and for damages.

##### **b. Of Seller-**

1. In the event of a breach of warranty by Seller, Seller at its option shall either (i) replace or repair the Goods, (ii) refund the purchase price upon return of the Goods, or (iii) grant a reasonable allowance on account of such breach. Buyer shall not return any Goods until Seller has had reasonable opportunity to investigate the claim and then only upon receipt of Seller's written shipping instructions. THIS SHALL BE BUYER'S EXCLUSIVE REMEDY.
2. Buyer waives all claims arising from breach of warranty or any other breach of this Agreement by Seller unless Seller receives written notice of breach within five (5) days after delivery of the Goods.

3. Neither Seller nor Buyer shall be liable for any special, incidental, consequential, contingent, negligent or punitive damages resulting from breach of warranty, delay of performance, or any other default hereunder.

#### **G. Title, Risk Of Loss and Storage Fees**

1. Seller shall and hereby does retain full legal title to and ownership of the Goods sold until full payment of the Sales Order. Defaults on payments grants the Seller the right to take full possession of the goods, even if the goods have been a treated or processed, without prior notice to the Buyer, permission or legal processing.
2. Risk of loss or damage passes to Buyer upon delivery of the Goods at the Shipping Point. Unloading of the Goods on the Buyer's premises or on another location per Buyer's request is at the sole responsibility of the Buyer and Seller will not be liable for any damages caused to the Goods as a result of unloading.
3. Return of goods having protective cover applied by the Mill (including but not limited to PVC film on cast products, any type of protective cover on polished goods, or products having specially treated surfaces) that is partially or fully damaged, removed or distorted will not be accepted by the Seller and Buyer will solely bear such loss.
4. Orders requiring storage services would be limited to maximum 6 months from the date



an invoice is issued, unless agreed upon by both parties in writing. Notwithstanding anything to the contrary, if storage of Goods exceeds the 6 months, Seller reserves the right to charge the Buyer storage fees and under no circumstance would be liable for the quality and standard of the stored Goods.

#### **H. Force Majeure**

1. Neither Buyer nor Seller shall be liable for any damages resulting from any delay or failure of performance arising from any cause not reasonably within such party's control including, but not limited to, the following: Acts of God; fire, earthquake, hurricane or other windstorm; labor disputes, whether or not the demands of labor are within the ability of the party to meet; embargoes; unavailability or shortage of power, labor, transportation, raw materials, or usual means of supply; shortage or curtailment of energy sources, wars; rebellions, civil disorders; regulations or acts of government, government agencies or instrumentality's; or any other cause whether similar or dissimilar to the foregoing. The party affected by the force majeure shall give prompt notice thereof to the other.

2. In the event of force majeure, the time for performance under this Agreement (except Buyer's obligation to pay to Seller money due) shall be extended for any period reasonably necessary due to such occurrence, during which this Agreement shall remain in full force and effect; provided, however, that Seller may terminate this Agreement at any time during such extension period. Seller shall have the right to allocate its available Goods among its own uses and its customers, including those not under contract, in such manner as Seller may deem fit. Seller shall have no obligation to purchase substitute goods or transportation in order to complete delivery to Buyer; and if Seller contemplated a specific source of supply, manufacture or transportation, whether or not specified in this Agreement, Seller shall not have any obligation to deliver goods to Buyer from or by any other source.

#### **I. Patents**

1. Buyer shall defend and hold Seller harmless from any claim made against Seller or its suppliers that the manufacture or sale of goods supplied constitutes infringement of any United States patent, if such goods were manufactured pursuant to Buyer's designs, specifications, processes, and/or formulas, and were not normally offered for sale by Seller, provided Seller promptly notifies Buyer in writing of the claim and gives Buyer full authority, information, and assistance (at Buyer's expense) for the defense of same.

2. The foregoing constitutes the parties' entire liability for claims or actions based on patent infringement.

#### **J. Waiver**

Neither party shall be deemed to have waived any of its rights, powers, or remedies, under this Agreement, or at law or in equity, unless such waiver is in writing and is executed by it. No delay or omission by either party in exercising any right, power, or remedy, shall operate as a waiver thereof or of any other right, power, or remedy. No waiver by either party of any default shall operate as a waiver of any other default, or of the same default on another occasion.

#### **K. Choice Of Law**

This agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania in all respects.

#### **L. Severability**

In the event that, for any reason, any provision in the contract is held to be void, unenforceable or otherwise invalid, all the other provisions of the contract, and the remainder of any provision where the effect of some part of it is held to be void, unenforceable or otherwise invalid, shall remain fully effective.



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## HADCO METAL TRADING CO., LLC STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. Hadco Metal Trading Co., LLC Standard Purchase Order Terms and Conditions are incorporated and shall apply to the purchase order except where special requirements are stated elsewhere. The purchase order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed to in writing by Hadco Metal Trading Co., LLC.
2. Physical and chemical test report certification for each item, stating actual chemical composition and actual mechanical properties must accompany material. Test reports shall be legible (reproducible condition) and include the following information: specification with latest revision, results of all specified testing requirements, the manufacturer's heat, batch or lot number, and any other requirements specified on the purchase order.
3. Physical and chemical test reports originating from the producing mill shall be supplied with each shipment. Any alterations of test reports and accompanying paperwork are strictly prohibited. Test reports shall be legible. Documentation shall be fully traceable from initial material producer to Hadco Metal Trading Co., LLC and include Hadco PO number. Test reports shall include material designation, specification in latest revision with results of all specified testing requirements, and mill heat number. Any other requirements specified on the purchase order shall be included with the test reports. Ingot traceability shall be provided when requested by material standard, AS6279 call out, and/or specifically asked by Hadco.
4. Hadco Metal Trading Co., LLC reserves the right to conduct onsite audits as deemed necessary to verify systems and review requirements with suppliers. The right to verify subcontracted product conforms to specified requirements at supplier's facilities extends to Hadco customers and customer representatives.
5. Hadco may reject and retain counterfeit/suspect information or items at no cost and identify and segregate material. If suspect/counterfeit parts are furnished under the purchase order, such parts shall be impounded by Hadco or removed by Seller as directed by Hadco. Seller shall promptly replace such parts with those acceptable to Hadco and Seller shall be liable for all costs relating to impoundment, removal, and replacement.
6. The Seller shall maintain an effective Quality System planned and developed in conjunction with other functions to comply with contractual requirements. In order that the Quality System will be effective, it shall provide that if defects or other unsatisfactory conditions are discovered, they are corrected at the earliest practical point. The system shall provide controls capable of maintaining conformance and



product integrity. The seller shall provide all inspections, tests, information, documents, records, reports, facilities, equipment, samples, materials, and assistance to Hadco and Hadco representatives. Supplier shall retain all records pertaining to material, manufacturing processes, special processes, testing, and inspection for fifteen (15) years.

7. Hadco may refuse to accept material delivered under purchase order if the Seller fails to submit the certifications, documentation, or test data. Hadco reserves the right to perform material analysis at Seller's expense if the certified material analysis is not provided at time of receipt of items.
8. Nonconforming material shall be positively identified and segregated from other material being processed or stored and held for appropriate documented review, action, and disposition.  
The Supplier shall provide timely notification of delivered nonconforming product, by reporting to Hadco within twenty-four (24) hours from discovery of the nonconformity. This notification shall include a clear description of the nonconformity, purchase order number(s), part number(s) affected, date(s) of delivery, quantities, and any further information, as applicable.
9. The Seller shall maintain traceability of material used in the manufacture of deliverable products. A correlation shall be made between the data derived from test, inspection, and processing for each item produced, and each lot of material and delivered to Hadco with each shipment. The Seller shall maintain controls to assure preservation, packaging, and shipping requirements. The lack of a specific requirement in the purchase order does not relieve the Seller of the responsibility for packaging in a manner that will insure receipt of material at Hadco in an acceptable condition.
10. Quantities exceeding that shown in the purchase order, if rejected, will be returned at Seller's risk and expense. Any excess quantities that Hadco accepts shall be at the purchase order price or below.
11. Goods furnished shall be exactly as specified in the purchase order, and free from defects. The goods furnished are subject to inspection.
12. Seller warrants that all goods and services sold hereunder shall have been produced, sold, delivered, and furnished in strict compliance with all applicable laws and regulations to which they are subject. Seller shall execute and deliver such documents as may be required to effect or to evidence compliance. All laws and regulations required in agreements of this character are hereby incorporated by this reference.
13. Supplier represents, warrants, and covenants: (i) it is a corporation duly organized, existing and in good standing under the laws of its state, country or province or organization; (ii) it has all requisite legal and corporate power and authority to enter into these Standard Purchase Order Terms and Conditions; (iii) products conform to their manufacturer's and supplier's published specifications and will be free from defects in material, workmanship, and design; (iv) supplier shall comply with all



applicable federal, state, and local laws and regulations including any environmental laws and regulations.

14. Supplier shall include Hadco's purchase order number on all invoices or vouchers, packing lists, bills of lading, packages, containers, and correspondence processed under this order.
15. A packing list shall accompany each shipment of goods.
16. Supplier must notify Hadco of changes in their product and/or process, changes of suppliers, changes of facility location, and changes in quality certification status.
17. Material suppliers shall have an established written procedure which addresses elimination of Foreign Object Damage (FOD), perform periodic FOD audits, and shall flow down FOD requirements to their sub-tiers, if applicable.
18. All products supplied to Hadco Metal Trading Co., LLC must fully comply with the "Conflict Minerals" rule directed by Section 1502 of the Dodd-Frank Act of 2010.
19. The supplier shall flow-down to their external providers applicable requirements including relevant regulatory, statutory, and customer-specified requirements.
20. Supplier shall ensure that relevant persons are aware of:
  - their contribution to product or service conformity
  - their contribution to product safety
  - the importance of ethical behavior
21. When noted on the purchasing documentation, the supplier shall use customer-designated or approved external providers, including process sources (e.g. special processes).
22. All material suppliers must comply with California's Proposition 65, including "clear and reasonable" warning of potential exposure to the chemicals known to potentially cause cancer or reproductive health harm. For more information on this law, visit [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).
23. Acceptance Authority Media (AAM):

Supplier shall comply with the AS9100 and 14CFR Part 21.2 requirements related to application of the Acceptance Authority Media (AAM) guidance, including but not limited to:

  - a. Authority Media Application Errors (i.e. Omission, Typos, Legibility, etc.)
  - b. Authority Media Application Untimely Use (i.e. Documentation is not completed as planned, "Stamp/Sign as you go", etc.)



- c. Authority Media Application Misrepresentation (i.e. Uncertified personnel, Falsification of documentation, Work not performed as planned, etc.)
- d. Authority Media Application Training Deficiencies (i.e. Ethics, Culture awareness, Proper use of authority media, etc.)

The supplier is required to communicate the above requirements to its employees and supply chain, and to conduct an internal audit to validate compliance to AAM requirements, including documentation of the results.

- 24. Hadco monitors supplier performance (such as but not limited to on time and on quality delivery) and may issue a corrective action based on unsatisfactory results.
- 25. Seller shall not supply any goods which consists of materials mined, produced, or manufactured, wholly or in part, in Xinjiang Region (XUAR), or by entities on the UFLPA Entity List.
- 26. Seller shall comply with all sanctions and other regulatory documents pertaining to the Russian war against Ukraine.
- 27. Any material substitutions as defined in AS6279 (such as, but not limited to, altering original produced ST dimension, cutting with methods causing HAZ, etc.) may be conducted only after Hadco clear written approval for a particular substitution.
- 28. Furnished materials shall be REACH and RoHS compliant. It is allowed to supply material not certified per REACH only after Hadco written approval.