



Supplier / Vendor Terms and Conditions

ACCEPTANCE

Unless otherwise agreed to in writing, the following terms and conditions shall apply to the acceptance of Purchase Orders from ADTEC II. Acceptance of an order by the supplier shall be conclusive evidence of the supplier's approval, consent and agreement to the terms and conditions herein. Any terms and conditions listed on supplier documents which are in addition to or in conflict with these terms and conditions are objected to and shall not become part of this transaction.

DELAY IN DELIVERY

If the supplier becomes aware of any circumstances that are likely to cause a delay in delivery of the ordered item(s), the supplier shall notify ADTEC II in writing or email reason for delay and the updated delivery date. ADTEC II reserves the right to cancel the order without liability or penalty if the updated delivery date exceeds internal requirements.

QUALITY

Supplier shall maintain a quality management system, preferably one that is approved by ISO9001 / AS9100, or which is acceptable and appropriate for the items supplied hereunder and shall comply with general industry standards. Items supplied shall meet the requirements of the applicable technical specifications and documentation.

CERTIFICATION

Certification of Conformance shall accompany each shipment.

LIABILITY

The supplier is liable for all defects in items delivered, including concealed defects, even if they are recognizable and discovered only upon processing, installation and/or use. ADTEC II has the right to reject non-conforming items. All rejected items will be returned at supplier's expense.

PACKAGING

Unless otherwise specified, all packaging and packing shall comply with best commercial practice.

If an MSDS is required for this material, the supplier shall include one copy of the MSDS.

RIGHT OF ENTRY

Supplier grants ADTEC II the right to enter on its premises, during normal business hours, for the purpose of inspection of supplier's facilities, in accordance with ISO9001 / AS9100 requirements.

SUPPLIER RECORDS

The supplier/vendor shall maintain a documented procedure, maintaining and controlling Quality records in accordance with acceptable quality system standards. All applicable records shall be maintained for a period of time that meets/exceeds industry and/or specification requirements.

CONFLICT MINERALS

All suppliers must meet the requirements of the US Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.