



TERMS AND CONDITIONS:

Note 1: Documentation - Please provide required documentation (MSD Sheets, C Of C, Inspection Report, Test Data, etc.), where applicable. Supplier shall retain documented information, including retention periods and disposition requirements.

Note 2: Transportation - Microart does not insure transportation. Suppliers must not declare value of the shipment for insurance on Bill of Fragile goods.

Note 3: Invoice - Correct value of goods must be declared on Commercial Invoice.

Note 4: Delivery - Consolidation of Purchase Orders/Shipments to the same "Ship to" address should be made whenever possible.

Note 5: No changes without Microart approval - The seller shall notify the responsible Microart Procurement Agent of any changes and/or proposed changes made during performance of this order. These changes include but are not limited to changes in design, materials, parts, fabrication methods and critical processes, plant relocation or changes in subcontractors that may or may not impact form, fit and/or function of the supplied item when integrated into Microart products. Prior to fulfilling a Microart purchase order, Microart must approve any/all changes with notification to the seller by the responsible Procurement Agent.

Note 6: Counterfeit Material Avoidance - The seller shall maintain a Counterfeit Item risk mitigation process internally and with its suppliers. The seller shall only purchase directly from OEM/OCM franchised distribution chains. Material purchased through independent distribution must be approved in writing by Microart prior to use. Requests to use independent distribution or brokered parts must be submitted in writing and accompanied by original OEM/OCM data. As a minimum, the data shall include an original C of C and date / lot code. The seller shall flow down the requirement to all lower sub tier suppliers. Counterfeit Items are items that are illegal or unauthorized copies, items that do not contain the proper internal or external materials, salvaged or reclaimed components, items that have not passed all OEM/OCM quality screens and tests. Deviation from these requirements can only be made with written approval of the Microart buyer.

Note 7: FOD (Foreign Object Damage) - The supplier shall establish and maintain an effective Foreign Object Damage (FOD) Prevention Program to reduce FOD. The Seller's program shall utilize effective FOD prevention practices. The program shall be proportional to the sensitivity of the design of the product(s) to FOD, as well as, to the FOD generating potential of the manufacturing methods. The written procedures or policies developed by the supplier shall be subject to review and audit by the Buyer and, disapproval when the Supplier's procedures or policies do not accomplish their objectives.

Note 8: Right of Access - The supplier shall provide the right of access by Microart, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain.

Note 9: Supplier shall ensure staff are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behaviour