



Manufacturing Purchase Order Terms & Conditions

These Terms and Conditions apply to all purchase orders issued by **Fletcher-Terry Holdings, LLC and its subsidiaries (“Buyer”)** for the manufacture and supply of products, components, materials, or related services.

1. Purchase Order Acceptance

Supplier's acceptance of the purchase order, including by written confirmation, commencement of work, manufacture, shipment, or delivery of the goods, constitutes acceptance of these Terms and Conditions. Any additional or conflicting Supplier's terms are rejected unless expressly agreed to in writing by Buyer.

2. Products and Specifications

Supplier shall manufacture and supply the products in accordance with the specifications, drawings, samples, quantities, quality requirements, and any other requirements stated in the purchase order or provided by Buyer.

Supplier shall not make any changes to the product, materials, manufacturing process, tooling, specifications, or approved production location without Buyer's prior written approval.

3. Price

Prices shall be as stated on the purchase order and shall remain firm unless otherwise agreed in writing. Supplier shall not charge additional fees, costs, or expenses without Buyer's prior written authorization.

4. Delivery

Supplier shall meet the delivery dates and quantities specified in the purchase order. Supplier shall promptly notify Buyer of any anticipated delay.

Unless otherwise agreed, Supplier is responsible for properly packaging and protecting the goods for shipment. Buyer may reject or cancel quantities delivered 10+ days before or after the agreed delivery date, subject to applicable law and the terms of the purchase order.

Deliveries are accepted from 7:00am-3:30pm local time, Monday through Friday, excluding Buyer holidays. Any exceptions must be approved by The Fletcher-Terry Company. Deliveries made outside of the standard operating hours may be rejected and any costs associated are the responsibility of the Supplier.

5. Quality and Inspection

Supplier shall maintain appropriate quality-control procedures and shall ensure that all products conform to the purchase order requirements and applicable specifications.

Buyer may inspect or test products before or after delivery. Inspection or payment does not constitute acceptance of defective or nonconforming products.

6. Nonconforming Products

Buyer may, at its option, reject, return, require replacement, or request repair or rework of products that are defective or do not conform to the purchase order.

Supplier shall pay a \$250 administrative fee and may be responsible for other reasonable costs associated with the correction, replacement, or return of nonconforming products, to the extent permitted by applicable law.

7. Materials and Tooling

Supplier shall properly maintain and protect any materials, tooling, molds, fixtures, equipment, drawings, or other property supplied or paid for by Buyer.

Unless otherwise agreed in writing, Buyer-owned property shall remain Buyer's property and shall not be used for products other than those authorized by Buyer.

8. Confidentiality and Intellectual Property

All drawings, specifications, designs, technical information, processes, business information, and other confidential information provided by Buyer shall be kept confidential and used solely to fulfill the purchase order.

Supplier shall not reproduce, disclose, sell, or use Buyer's confidential information or intellectual property for any other purpose without Buyer's written consent.

9. Compliance With Laws

Supplier shall comply with all applicable federal, state, and local laws, regulations, safety requirements, environmental requirements, labor requirements, and product-specific regulatory requirements applicable to the manufacture and supply of the products.

10. Subcontracting

Supplier shall not subcontract material portions of the work or manufacture products at an alternate facility without Buyer's prior written approval.

Supplier remains responsible for the performance and quality of any approved subcontractor.

11. Warranty

Supplier warrants that the products will:

- Conform to the specifications and requirements of the purchase order
- Be free from defects in materials and workmanship
- Be manufactured using suitable materials and processes
- Be fit for their intended purpose where Supplier knows or reasonably should know that purpose

Any additional warranty requirements stated in the purchase order shall also apply.

12. Payment

Payment terms shall be as stated on the purchase order. Buyer may withhold payment for disputed, defective, or nonconforming products to the extent permitted by applicable law.

13. Cancellation and Termination

Buyer may cancel or terminate the purchase order for material breach, including significant quality issues, failure to meet delivery requirements, or failure to comply with these Terms and Conditions.

Buyer may also terminate the purchase order for convenience upon written notice. Buyer shall pay reasonable amounts, as mutually agreed in writing, for work properly completed before termination.

14. Indemnification

To the extent permitted by applicable law, Supplier shall be responsible for claims, damages, losses, or reasonable costs arising from Supplier's breach of these Terms and Conditions, defective products, negligence, or violation of applicable law.

15. Insurance

Supplier shall maintain commercially reasonable insurance appropriate to its operations and the products being supplied and shall provide evidence of insurance upon reasonable request.

16. Assignment

Supplier shall not assign the purchase order or its obligations without Buyer's prior written consent.

17. Force Majeure

Neither party shall be responsible for delays caused by circumstances beyond its reasonable control, provided that the affected party promptly notifies the other party and takes reasonable steps to mitigate the impact.

18. Governing Law

These Terms and Conditions and the purchase order shall be governed by the laws of the State of Connecticut, New Jersey or Illinois (as dependent upon the buying entity within Fletcher-Terry Holdings, LLC) without regard to its conflict-of-law principles.