



Purchase Order Terms & Conditions

Acceptance

For purpose of these General Terms and Conditions of Purchase, AVGROUP, Inc shall be known as “Buyer” and the supplier of the goods shall be known as the “Seller” hereunder. Agreement by Seller to furnish the materials or services hereby ordered, or its furnishing such materials or services in whole or in part, shall constitute acceptance by Seller of this purchase order subject to these terms and conditions. In the event that this purchase order does not state price or delivery, Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect unless agreed to by Buyer. These terms and conditions, together with such modifications and with such data relating to price and delivery as are accepted in writing by Buyer, constitute the entire agreement between the parties.

Shipping Instructions

Seller shall be responsible for the proper packaging of materials hereunder. For material purchased F.O.B. origin, Seller shall not insure or declare a value, except when required for international shipments.

Delivery

Buyer reserves the right to refuse or return at Seller’s risk and expense shipments made in excess of Buyer’s orders, in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates. Seller shall notify Buyer in writing immediately of any actual or potential delay or threat of delay to the timely performance of this Order.

Any goods which are nonconforming as to the quality, quantity, configuration, or the delivery schedule shall constitute a breach of this Order and Buyer shall have the right to reject such goods, in whole or in part, and notify Seller thereof. In the event of such a tender, Buyer shall be entitled to all remedies as provided by law, and in addition thereto shall have the right to do any or all of the following: (a) to hold such nonconforming goods for a reasonable period at Seller’s risk and expense pending a determination to accept or reject any or all thereof; (b) to return such nonconforming goods to Seller at Seller’s expense for replacement or correction; (c) to accept such nonconforming goods subject to an equitable price reduction; or (d) to terminate this Contract as provided below.

Termination

Buyer may by notice in writing direct Seller to terminate this Order, in whole or in part at any time, and such termination shall not constitute a default. Seller shall be reimbursed for actual costs incurred prior to the date of termination, plus a reasonable profit for work performed to date of termination. Buyer may take immediate possession of all work performed hereunder upon notice of termination. In the event of Seller’s default hereunder, Buyer may exercise any or all rights accruing to it both at law and in equity.

Confidentiality

Unless otherwise expressly agreed in writing to the contrary, all specifications, information, data, drawings, software and other items supplied to Buyer by Seller shall be disclosed to Buyer on a non-confidential basis and may be used and/or disclosed by Buyer without restriction. Seller shall not publish, distribute or make any news release about the subject matter of this Order or any program relating thereto without the prior written permission of Buyer.

Data

Data, as used in this clause, means technical writing, sound recordings, pictorial reproductions, drawings, or other representations and works of a technical nature, which are specified to be delivered or which are produced pursuant to this Order. All data first produced in the performance of this Order shall be the sole property of Buyer, subject to any right or interest of the Government. Seller agrees not to assert any rights in or to use said data without the prior written consent of Buyer.



Warranty

Seller warrants the materials delivered or services rendered pursuant to this Order shall be free from defects in workmanship, materials, and design and be in accordance with Buyer's specifications and applicable regulatory data in all respects. This warranty shall extend to both Buyer and Buyer's customers.

Inspection

All materials or workmanship shall be subject to inspection by Buyer and its customers, including government agencies, before, during performance, and after delivery. Buyer may require Seller to repair or replace rejected material or Buyer may accept any materials and upon discovery of nonconformance, may reject or keep and rework any such materials not so conforming.

Changes

Buyer shall have the right by written order to make changes from time to time in the services to be rendered or the materials to be furnished. If such change causes an increase or decrease in the cost of performance of this Order or in the time required for its performance, an equitable adjustment shall be negotiated and the Order shall be modified in writing accordingly.

Compliance with Law

Seller warrants that the materials to be furnished and the services to be rendered under this Order shall be manufactured, sold, and used in compliance with all relevant federal, state, and local laws and regulations. Seller further warrants it has fully complied with Sections 6, 7, 12, and 15 of the Fair Labor Standards Act of 1938, as amended, and the regulations and orders of the U.S. Department of Labor under Section 14 thereof. Seller certifies that all equipment and materials delivered under this Order are in conformance with applicable OSHA requirements. Seller certifies that in the performance of this Order, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes.

Seller warrants that it has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986 with a view toward securing any business from Buyer.

Access

Seller shall grant access to AVGROUP or any of its customers to all facilities involved in the order. Prior notification to vendor will be supplied and not reasonably withheld.

Non-Conformity

If seller finds evidence of non-conforming product after shipment is made, seller shall have the obligation to notify buyer of non-conformity and assist buyer with end-user notifications.

Configuration Control

Seller must have prior approval of Buyer for any change to products covered by this order that affect the product configuration with respect to fit, form, function or process including any software or firmware changes internally to the product.

Seller must identify the product covered by this order when a configuration change is made. Seller must provide documentation of changes in product covered by this order when a configuration change is made.