

Terms & Conditions of Purchase

1. **TERMS AND CONDITIONS:** The supplier identified on the purchase order (“Seller”) agrees to sell, and Ameriflex, Inc. (“**Ameriflex**”) agrees to purchase, the products identified in the purchase order, which incorporates by reference herein these terms and conditions (collective, the “**Order**”). While Seller may acknowledge receipt of this Order by signing and returning it, any Seller terms and conditions in any specific order acknowledgement documentation, invoice, or other writing, preprinted or otherwise, shall be inapplicable and shall not modify this Order. Seller agrees to insert the substance of all requirements contained in this order into in all subcontracts and purchase orders connected to this Order. Purchasing information shall describe the product to be purchased, including, where appropriate the identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
2. **PRICING AND INVOICES:** If prices are omitted on the face of this Order, Seller’s prices are subject to Ameriflex’s written approval attached to the face of this Order. Such price shall include all applicable taxes and duties, whether or not separately stated. Seller shall pay said taxes and duties and indemnify and hold Ameriflex harmless from any said taxes and duties. Invoices covering only one Order, shipping notices, bills of lading, and receipts shall be mailed promptly after shipment.
3. **PACKAGING AND SHIPMENT:** Seller shall comply with Ameriflex’s shipping instructions. Seller shall suitably wrap, box, and/or crate all products to protect against hazards of shipment, storage, and exposure. All packages containing hazardous materials/dangerous goods shall be prepared in accordance with and comply with all applicable regulations. Seller shall provide hazardous material data sheets promptly upon request. All packages must show purchase order number and itemized packing slips showing this purchase order number must accompany each delivery. Ameriflex’s count shall be conclusive in the absence of a packing slip. No separate charge shall be made for cartons, wrapping, packing, boxing, crating, delivery, drayage, or similar costs, unless otherwise agreed. Where transportation charges are to be prepaid by Seller and billed to Ameriflex, the amount shall be separately stated on the invoice and supported by receipted bills. Seller assumes all risks regarding the goods ordered until delivery to Ameriflex as specified.
4. **PRODUCT OR PROCESS CHANGE:** All special processes required in the Order must be performed by qualified personnel. The Seller shall not, without prior written approval from Ameriflex, make any changes in product design or process design. Seller shall notify Ameriflex of changes in suppliers and manufacturing facility location and, when required, obtain written approval from Ameriflex.
5. **RECORDS RETENTION AND RIGHT OF ACCESS:** Records related to this Order shall be retained for (10) years or the expected life of the product, whichever is longer. Seller shall grant right of access to Ameriflex and/or Ameriflex’s customer and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the Order and to all applicable records.
6. **INSPECTION:** Seller shall maintain an inspection system adequate to ensure that all work performed and products delivered conform to Order requirements. The Seller is required to notify Ameriflex of nonconforming product and obtain Ameriflex’s approval for nonconforming product disposition. Ameriflex may reject nonconforming work and products or require Seller to correct the defects without charge. Payment shall not constitute acceptance. Neither payment nor acceptance shall relieve Seller of liability for failure to conform to Order requirements. Seller shall be liable to Ameriflex for any nonconforming work or products and for any other damages suffered by Ameriflex.
7. **AMERIFLEX-FURNISHED MATERIAL:** When Ameriflex furnishes material for this Order, no scrap will be allowed without express written agreement signed by the parties. Additional material supplied as a result of Seller’s spoilage will be charged to Seller at Ameriflex’s cost plus handling. Such charges may be deducted from any amount due Seller. Spoiled and unused material shall be returned to Ameriflex. Under no circumstance is the Seller permitted to use substitute material, to replace defective articles or to repair them without Ameriflex’s written permission signed by the parties.
8. **DELAY:** Seller shall immediately notify Ameriflex in writing of any threatened or actual labor dispute or other matter which may delay Seller’s performance under this Order and the anticipated duration of the delay. Excusable delays are those delays which arise out of causes beyond the control and without the fault or neglect of Seller, including acts of God or of the government, fires, floods, strikes, embargoes, or unusually severe weather. Notwithstanding any other provision of this Order, Ameriflex may terminate this Order in whole or in part without cost to Ameriflex where any actual or projected excusable delay is material or indefinite, would result in frustration of purpose of this Order, or would require Ameriflex to cover by purchasing substitute products.
9. **GOVERNING LAW AND DISPUTE RESOLUTION:** This Order shall be construed under and governed by the law of the State of California without regard to conflicts of laws rules. Venue for legal action shall be in the state and/or federal courts sitting in Riverside County, California, which shall have the exclusive jurisdiction over the subject of such disputes. In any action to enforce this Order, the prevailing party shall be awarded all court costs and reasonable attorneys’ fees incurred, including such costs and attorneys’ fees incurred in enforcing and collecting any judgment.
10. **ASSIGNMENT:** Seller may not assign any rights nor delegate or subcontract any duties under this Order without the prior written consent of Ameriflex.
11. **ENTIRE AGREEMENT, MODIFICATION, WAIVER, NOTICES:** This Order, including any attached Schedules and Exhibits, constitutes the entire agreement of the parties hereto with respect to the sale of products and services by Seller to Ameriflex and supersedes all prior representations, warranties, agreements, and understandings, of any kind, written and oral, of the parties hereto. It may not be modified or amended except by written amendment specifically referencing this Order signed by the authorized representatives of the parties. No waiver of any term of this Order shall imply a subsequent waiver of the same or any other term or constitute a continuing waiver. All notices shall be given in writing and be personally delivered or sent by postage prepaid mail addressed to the parties at their addresses first mentioned above or as otherwise designated to the other by notice as herein required.