



Standard Vendor Terms and Conditions of Purchase

1. Products and services contained within the applicable purchase order are purchased utilizing the terms and conditions listed within this document, herein known as **T&Cs**, as well as any terms and conditions contained on or with the purchase order (PO) document. Any applicable purchase order is conditional upon the Seller's agreement of the terms and conditions contained within this document as well as on the face of the RFQ and/or PO. Authorized signature on the applicable PO, receipt by UEC RF-Microwave of a Sales Order, Order Confirmation or comparable document constitute acceptance of UEC RF-Microwave's T&Cs.
2. Invoices shall be submitted to UEC RF-Microwave on a shipment-by-shipment basis. All invoices submitted to UEC RF-Microwave must contain at a minimum the PO number pertaining to the shipment/invoice, the date of shipment listed as the invoice date, an itemized listing of the parts shipped with the actual shipped quantities, applicable prices and any pre-paid freight fees associated with the shipment. Invoices issued prior to a shipment (pre-payment) will not be accepted. UEC RF-Microwave's standard account terms are Net 30 days from the date of shipment unless otherwise negotiated with the Seller. When applicable, transportation and taxes shall appear as separate items on the Seller's invoice.
3. UEC RF-Microwave reserves the right to make changes to a previously accepted PO on an as needed basis. These changes may include but are not limited to costs, quantities, specifications, designs, delivery, or method of shipping. Seller shall provide UEC RF-Microwave with a notification of change of cost, delivery, and/or performance (including rev level change) upon review of UEC RF-Microwave's request. The Seller shall provide their costing, delivery and performance changes to UEC RF-Microwave within (2) business days. If there are costing, delivery and performance changes, UEC RF-Microwave will provide an amended PO for customer review and acceptance.
4. Seller shall provide to UEC RF-Microwave at the time of PO and/or RFQ acceptance, the standard warranty term(s) for the material and/or services being purchased on the applicable PO. This warranty shall cover that the materials and/or services be free of defect and conform to the specifications and standards provided on the applicable PO. If no warranty is provided by Seller, UEC RF-Microwave's standard (1) year warranty term shall apply. This warranty will entail any defects in material or workmanship.

5. UEC RF-Microwave reserves the right to reject materials and workmanship not meeting the specifications and standards provided on/or with the applicable PO upon receipt. UEC RF-Microwave reserves the right to return rejected materials to the Seller, at the Seller's expense, within the warranty period allowed by the Seller for repair or replacement of the rejected materials or services.
6. If after acceptance of an applicable UEC RF-Microwave PO by Seller, the Seller fails to deliver the materials and/or services as accepted within the time frame of the PO, UEC RF-Microwave reserves the right to terminate the PO due to default with no cost to be incurred by UEC RF-Microwave.
7. If after acceptance of an applicable UEC RF-Microwave PO by Seller, UEC RF-Microwave decides to terminate a PO for convenience for any reason, UEC RF-Microwave will incur no cost with the following exceptions. UEC RF-Microwave will assume the financial responsibility for the cost of work performed up to the date of termination. The cost of work performed is to be itemized by Seller as follows: materials purchased for the applicable PO; unloaded labor time for work performed; fees incurred for cancellation of subcontractor POs; and a reasonable agreed upon cancellation fee. Upon receipt of a termination notice by UEC RF-Microwave, Seller is to cease all work and subcontracts related to the applicable PO. Seller will provide the itemized cancellation invoice to UEC RF-Microwave within (10) working days of the termination notice. The terms of payment of the cancellation invoice will be Net 30 from the date of invoice.
8. UEC RF-Microwave refuses to purchase any materials considered to be suspect or counterfeit. Seller will purchase authentic product only from the Original Component Manufacturer (OCM) and/or the Original Equipment Manufacturer (OEM). Seller will retain copies of the manufacture's certificate of compliance. Any materials supplied under an applicable PO that are found to be suspect, or counterfeit will be impounded by UEC RF-Microwave. Seller shall promptly replace such suspect or counterfeit materials with parts acceptable to UEC RF-Microwave. Seller shall be liable for all cost relating to the removal and replacement of said parts. UEC RF-Microwave reserves all rights to address grievances and detrimental impacts cause by suspect or counterfeit parts.
9. UEC RF-Microwave requires all vendors to retaining accurate records of all matters that relate to its performance of services and/or provision of materials under all valid purchase orders issued and accepted, including but not limited to, test data, spec sheets, failure analysis, sales order, sales quotes, sales invoices, lot and date codes, etc. These records shall be kept in an easily accessible yet secure location for a minimum of 7 years.