

PRMS INC., DBA PRMS Electronic Components Purchase Order General Terms and Conditions

1. ACKNOWLEDGMENT

Written acknowledgment of the PRMS INC., DBA PRMS Electronic Components Purchase Order is required within three (3) working days after receipt by the Seller.

2. ASSIGNMENT

Seller shall not assign or sublet the work to be done hereunder without prior PRMS INC., DBA PRMS Electronic Components **written** consent, but this provision shall not restrict Seller in the procurement of components, parts, or materials unless specified elsewhere in the PRMS INC., DBA PRMS Electronic Components **Purchase** Order or its attachments.

3. COUNTERFEIT PARTS

The seller shall plan, implement, and control processes, appropriate to the organization and the product, for the prevention of counterfeit or suspect counterfeit part use and their inclusion in product(s) delivered to PRMS INC., DBA PRMS Electronic Components.

4. DISPUTES

Both parties shall exercise their best efforts to settle all disputes arising under the PRMS INC., DBA PRMS Electronic Components Purchase Order by mutual agreement.

5. GOVERNING LAW

PRMS INC., DBA PRMS Electronic Components Purchase Order shall be governed in all respects by the laws of the State of New York.

6. INSPECTION AND ACCEPTANCE

All articles shipped and worked performed are subject to final inspection and acceptance at PRMS INC., DBA PRMS Electronic Components facility unless specified elsewhere in the PRMS INC., DBA PRMS Electronic Components Purchase Order.

7. ORDER ACCEPTANCE

PRMS INC., DBA PRMS Electronic Components Purchase Order and all documents incorporated therein by reference, together with any subsequent written changes issued in writing constitute the entire agreement between both Parties. Accordingly, any terms or conditions proposed by Seller that are inconsistent with or in addition to the terms and conditions contained in the PRMS INC., DBA PRMS Electronic Components **PO** shall be void and of no effect unless specifically agreed to by PRMS INC., DBA PRMS Electronic Components **in** writing, and incorporated into the PRMS INC., DBA PRMS Electronic Components PO prior to performing.

8. PURCHASES

All purchases by PRMS Inc., DBA PRMS Electronic Components are made on the condition that the seller will in all aspects comply with US Export laws and regulations in the use, resale or exports of products supplied by the seller.

9. PACKAGING AND PACKING

Unless specified otherwise in the PRMS INC., DBA PRMS Electronic Components Purchase Order and/or on attached and/or referenced attachments, Standard Commercial Packaging will be sufficient to assure receipt of acceptable merchandise. No packing or carting charges are authorized without prior written approval from PRMS INC., DBA PRMS Electronic Components. The Seller shall mark all packages with the PRMS INC., DBA PRMS Electronic Components Purchase Order number and, as applicable, any appropriate hazardous material notices.

10. PAYMENTS

PRMS INC., DBA PRMS Electronic Components **shall**, upon receipt of a proper invoice, subject to any withholding or set-off provisions entitled to PRMS INC., DBA PRMS Electronic Components **under** the terms of the Purchase Order, pay the Seller the amount specified in the Purchase Order for the item(s) accepted within the payment terms and time specified on the cover page of the Purchase Order.

11. PROCUREMENT INTEGRITY

Seller shall comply with all Federal, State, or local laws, rules, orders, or regulations as applicable in the performance of the Purchase Order. With regard to this order, Seller also warrants that they have complied, and will continue to comply, with all respects to the "Procurement Integrity Act" as implemented under FAR 3.104 and the "Occupational Safety & Health Act".

12. FLOW DOWN

The supplier shall flow down to their sub-tier suppliers all applicable requirements including key characteristics when required.

13. RIGHT OF ACCESS

Seller agrees, at no additional cost, to provide PRMS INC., DBA PRMS Electronic Components access to the Seller's facility at all reasonable times in order to perform periodic surveillance and/or inspection related to this purchase order.