

Customer Purchase Order Terms & Conditions

The following Terms & Conditions apply to all BayaTronics, Inc. Purchase Orders. By accepting a Purchase Order from BayaTronics, Inc. ("Buyer"), the supplier ("Seller") agrees to the following.

1. Acceptance of Order

- This Purchase Order ("PO") is BayaTronics, Inc.'s ("Buyer") offer to the supplier ("Seller"). This order shall be deemed accepted unless Buyer is otherwise notified in writing within five (5) days from the date of order.
- By accepting this PO, shipping any goods, or performing any services against it, Seller agrees to these Terms & Conditions in full. These terms govern and prevail over any conflicting terms in Seller's acknowledgment, invoice, or other documents unless expressly agreed to in writing by Buyer.
- Seller must confirm receipt of this PO and provide firm delivery dates to the Buyer's email within 24–48 hours; otherwise the PO may be considered invalid.

2. Delivery, Schedule, Cancellation & Termination

- Due Date equals the BayaTronics dock date — the date material is required to arrive at BayaTronics, not the ship date.
- Seller must notify Buyer as early as possible if any product or process will not be delivered, or will not be delivered on time.
- This order may be subject to cancellation, in whole or in part, if not delivered by the specified Due Date. Time is of the essence, and Buyer is not obligated to accept early or partial shipments unless authorized.
- Termination for convenience: Buyer may terminate this PO, in whole or in part, for its convenience upon written notice. Buyer's liability will be limited to conforming goods delivered and accepted, plus reasonable, documented costs for work in process authorized by the PO, less any resalable or returnable material.

3. Pricing, Invoicing & Payment

- Prices are as stated on the face of this PO and are firm. No increases are permitted without Buyer's prior written approval.
- Invoices must reference the PO number and line items and be sent to the billing contact shown on the PO.
- Payment terms and freight terms (FOB/Incoterms) are as stated on the face of the PO.
- Title and risk of loss pass to Buyer upon delivery and acceptance at the FOB/delivery point stated on the PO.
- Right of set-off: Buyer may set off or deduct any amounts owed by Seller to Buyer (including costs of non-conforming goods) against any amounts payable under this or any other order.

4. Packaging, Labeling & ESD/MSD Handling

- Goods must be suitably packaged to prevent damage in transit, with the PO number and line item clearly marked on each package and a packing slip enclosed listing PO number, part number, quantity, and lot/date code.
- Electronic components must be shipped in ESD-safe packaging. Moisture-Sensitive Devices (MSD) must be dry-packed with humidity indicator cards and labeled with MSL level and floor-life data per IPC/JEDEC J-STD-033.

- Hazardous materials must ship with the applicable Safety Data Sheet (SDS) and in compliance with all transport regulations.

5. Returns & Non-Conforming Material

- Return policy: 30 days ARO; an RMA number is required for all returns. No return is available for NCNR (Non-Cancellable, Non-Returnable) items.
- All material is subject to inspection and approval at BayaTronics. Material that fails to conform to drawings, specifications, or these terms may be rejected and returned at Seller's expense, including latent defects discovered after acceptance.
- Seller shall promptly notify Buyer of any non-conforming processes, products, or services and obtain Buyer's approval for their disposition.

6. Inspection & First Article

- Buyer reserves the right to require First Article Inspection (FAI) and/or to request test specimens or samples for design approval, inspection, verification, investigation, or auditing prior to or during production.
- Inspection or acceptance by Buyer does not relieve Seller of responsibility for conformance to all requirements.

7. Quality Management & Documentation

- Seller shall maintain a Quality Management System appropriate to the product supplied (e.g., ISO 9001, AS9100, or applicable IPC standards) and provide evidence of certification upon request.
- All material must be furnished in accordance with the latest revision of drawings, process requirements, and specifications unless otherwise noted on the PO.
- A Certificate of Conformance (CofC) and/or Certificate of Analysis (CofA) is required with each shipment where specified. Lines marked "MANUFACTURER CofC REQUIRED" must ship with the manufacturer's CofC.
- Shipments require a date code and/or lot code (either is acceptable).
- Seller shall flow down all applicable quality, statutory, and regulatory requirements to its sub-tier supply chain.
- Seller shall retain documented information related to this PO for a minimum of seven (7) years, or longer where stated on the PO, and make it available to Buyer upon request. **[NEW]**

8. RoHS, REACH & Environmental Compliance

- BayaTronics requires RoHS and REACH compliance for components and subsystems. Seller shall confirm RoHS and REACH compliance status on the CofC and/or packing list.
- Seller shall comply with all applicable environmental, health, and safety laws and regulations.

9. Counterfeit Parts Prevention

- Seller shall maintain a counterfeit-parts prevention process consistent with SAE AS5553 to eliminate the risk of counterfeit parts being delivered to BayaTronics.
- Seller shall notify Buyer, in writing, if an independent distributor or broker is being used as a source for the components on this PO.
- Seller warrants that all goods are new, authentic, and sourced through the Original Component Manufacturer (OCM) or its authorized distributors unless otherwise approved in writing by Buyer.

10. Change Notification & Right of Access

- Seller shall notify Buyer of any changes to processes, products, or services — including changes to external providers or manufacturing locations — and obtain Buyer's approval before implementation.
- Acceptance of this order grants BayaTronics, its customers, and applicable regulatory agencies the right of access to all facilities involved in the order and to all applicable documented information at any level of the supply chain.
- Seller shall contact Buyer for resolution of any documentation conflicts or missing information before proceeding.

11. Import/Export & Country of Origin

- Seller shall comply with all applicable import and export control laws, including the U.S. Export Administration Regulations (EAR) and, where applicable, the International Traffic in Arms Regulations (ITAR).
- Seller shall provide accurate country-of-origin (COO) declarations, HTS classifications, and all customs and import documentation required for the goods.

12. Regulatory & Ethical Compliance

- Conflict Minerals: Seller shall comply with Section 1502 of the U.S. Dodd-Frank Wall Street Reform Act, where applicable.
- Forced Labor: Seller shall comply with the Uyghur Forced Labor Prevention Act of 2021 (effective June 21, 2022).
- Anti-Corruption: Seller shall comply with all anti-bribery and anti-corruption laws (including the U.S. Foreign Corrupt Practices Act and the Anti-Kickback Act) and shall not offer gratuities or kickbacks in connection with this PO.
- Seller shall ensure personnel are appropriately trained and aware of their contribution to product and service conformity, product safety, and the importance of ethical behavior.
- Seller is encouraged to follow the Responsible Business Alliance (RBA) Supplier Code of Conduct (responsiblebusiness.org).

13. Warranty

- Seller warrants that all goods will be new, free from defects in material and workmanship, conform to all specifications and samples, and be free of liens and encumbrances.
- This warranty remains in effect for the greater of twenty-four (24) months from delivery or the manufacturer's standard warranty. For non-conforming or defective goods, Buyer may, at its option, require repair, replacement, or refund, with return and re-delivery freight at Seller's expense.
- This warranty survives inspection, acceptance, and payment, and is in addition to any other warranties, express or implied.

14. Indemnification & Liability

- Seller shall indemnify and hold harmless BayaTronics and its customers from any claims, damages, or expenses arising from defective goods, Seller's negligence, or Seller's breach of these terms or applicable law.
- Seller shall indemnify Buyer against claims that the goods infringe any patent, trademark, copyright, or other intellectual property rights.

15. Insurance

- Seller shall maintain commercial general liability, workers' compensation, and other insurance appropriate to the goods and services supplied, and shall provide certificates of insurance upon Buyer's request.

16. Confidentiality & Intellectual Property

- All drawings, specifications, data, tooling, and other information or property furnished by BayaTronics remain Buyer's property, are confidential, and shall be used only to fulfill this PO.
- Seller shall not disclose the existence or terms of this PO, or use BayaTronics' name, without Buyer's prior written consent.

17. Force Majeure

- Neither party shall be liable for delay or failure to perform due to causes beyond its reasonable control (e.g., strikes, fire, natural disaster, or material shortages). The affected party must notify the other promptly; if a delay is prolonged, Buyer may cancel the affected portion of the PO without liability.

18. General

- Governing Law & Venue: This PO shall be governed by the laws of the State of Texas, without regard to conflict-of-law principles, and the parties consent to the exclusive jurisdiction of the state and federal courts located in Texas.
- Assignment: Seller shall not assign or subcontract this PO without Buyer's prior written consent.
- Waiver: Buyer's failure to enforce any provision is not a waiver of that or any other provision.
- Severability: If any provision is held invalid, the remaining provisions remain in full force and effect.
- Entire Agreement: This PO and these Terms & Conditions constitute the entire agreement between the parties regarding its subject matter.

Acronyms

ARO — After Receipt of Order | CofA — Certificate of Analysis | CofC — Certificate of Conformance | COO — Country of Origin | EAR — Export Administration Regulations | ESD — Electrostatic Discharge | FAI — First Article Inspection | FOB — Free On Board | HTS — Harmonized Tariff Schedule | ITAR — International Traffic in Arms Regulations | MSD — Moisture-Sensitive Device | MSL — Moisture Sensitivity Level | NCNR — Non-Cancellable / Non-Returnable | OCM — Original Component Manufacturer | PO — Purchase Order | RBA — Responsible Business Alliance | REACH — Registration, Evaluation, Authorisation and Restriction of Chemicals | RMA — Return Material Authorization | RoHS — Restriction of Hazardous Substances | SDS — Safety Data Sheet

Acknowledged and accepted by Seller:

Signature: _____ Date: _____

Company / Print Name: _____