



## **Supplier Terms & Conditions**

### **TERMS AND CONDITIONS MODIFICATIONS**

*a.i. solutions, Inc.* reserves the right to update or modify these Terms & Conditions. Your acceptance of a purchase order constitutes an agreement to follow and be bound by the Terms and Conditions. For this reason, *a.i. solutions, Inc.* encourages you to review these Terms & Conditions in its entirety. No change in, modification of, or revision of Purchase Order, shall be valid unless agreed to in writing by *a.i. solutions, Inc.* hereinafter called the "Buyer". The most current version of this agreement is posted on the *a.i. solutions* website ([www.ai-solutions.com](http://www.ai-solutions.com)) and it is the Supplier's responsibility to access the most current version for reference.

### **RIGHT OF ENTRY STATEMENT**

The Supplier, herein called the "Seller", shall grant representatives of the Buyer, US government and/or regulatory agencies, reasonable access to Seller's facilities and records, for the purpose of evaluating Supplier's conformance to all Contract requirements. When applicable, the access requirement shall be flowed-down by Supplier to Supplier's sub-tier sources.

### **DELIVERY**

Deliveries are to be made both in quantities and at times specified in the Purchase Order. Buyer reserves the right at any time to cancel and void this order or any part thereof without liability if delivery is not made within the date specified on the order.

### **TRANSPORTATION AND PACKAGING DAMAGES**

If the goods are not packaged, marked, shipped and routed in accordance with the Buyer's direction and the Instructions set out in this order, Seller shall pay to Buyer any excess cost occasioned it thereby.

### **ACCEPTANCE OF THE GOODS AND INSPECTION**

Acceptance of the goods shall take place at the time when such goods have been delivered to Buyer and have passed Buyer's inspection. Inspection of the articles by Buyer may at Buyer's option be made at Seller's point of destination. Acceptance of all or any part of the goods by Buyer shall not relieve Seller from any of its obligations and warranties hereunder, nor will acceptance of any of the Buyer's right either to cancel or to return all or any portion of the goods because of failure to conform to the order or by reason of defects, or to make any claim for damages, suffered by the Buyer as a result of any default of the Seller or the Seller's products or performance. In no event shall payment be deemed to constitute acceptance hereof, Seller, upon notice thereof from Buyer, shall promptly correct or replace the same at Seller's expense if Seller shall fail to do so.

Buyer may, and at Seller's direction shall, return such goods to Seller at Seller's risk, and all transportation and handling charges, both to and from the original destination, shall be paid by Seller. Any payment for such goods shall be refunded by Seller unless Seller promptly corrects or replaces the same at its expense. Return of any defective product by Buyer shall not be deemed a waiver of any right or remedy, which Buyer may have as a result of or in connection with the existence of such defects.

### **NOTIFICATION OF CHANGES**

Any increase in the price of goods resulting from modifications of an order is subject to the prior approval of Buyer. The Seller shall notify the Buyer of any changes to the Product(s) and/or process definition, and where required, make arrangements to obtain the Buyer's approval of these changes.

### **NOTIFICATION OF NON CONFORMITIES**

The Supplier warrants that all products sold to Buyer will be free from all defects in design, workmanship and materials, and shall be fit for the particular purposes for which they are purchased. Should the Seller identify any nonconformities after a product is purchased, the Seller shall notify the Buyer of those nonconformities and 1) offer the Buyer the opportunity to accept the product with the nonconformity, or 2) make arrangements to replace or return the nonconforming product(s) at no cost to the Buyer.

### **COMPLIANCE TO CONTRACT REQUIREMENTS**

The Supplier is responsible to verify and demonstrate compliance to all Contract requirements and/or any key characteristics, and is responsible for the flow-down of any relevant requirements to sub-tier suppliers. Neither audit, surveillance, inspection by Buyer, or representatives of the Buyer's customers, at Supplier's facilities or at the facilities of the Supplier's sub-tier sources, or upon receipt by the Buyer, relieves the Supplier of the responsibility to furnish acceptable products or services that conform to all Contract requirements and/or key characteristics, nor does it preclude subsequent rejection by the Buyer or our customers.

### **PAYMENT**

Seller agrees to notify Buyer forty-eight (48) hours prior to the shipment of any C.O.D. order.

### **DEFAULT**

If the Seller fails to perform, or breaches any of the terms or conditions of this order, Buyer reserves the right, immediately upon such failure of performance or breach, and without any liability to Buyer, to cancel this order in whole or in part by written notice to Seller or after notifying Seller of such failure or breach and of Buyer's intent to exercise such right, to obtain the goods from another source, with any excess costs resulting there from, chargeable to Seller.

However, the Seller shall not be responsible for delays or defaults occasioned by fires, Acts of God, wars or riots, but in the event of such occurrence, Buyer reserves the right to cancel this order without liability of any kind.

### **COMPLIANCE WITH LAWS**

Seller shall, in performance of work under this order, fully comply with all applicable Federal, State, and local laws and regulations, and shall indemnify and hold Buyer harmless from any costs, loss of liability resulting from the Seller's failure of compliance.