

**Purchase Order Terms and Conditions**

**By shipping against our Purchase Order, or any part thereof, Seller acknowledges and agrees to the following Terms and Conditions unless otherwise stated on the front of the Purchase Order:**

1. Performance Electronics reserves the right to review and approve the Vendors Quality Management System. All parts must be new, unused and in good condition. Performance Electronics requires the supplier to notify us of any changes in product definition. Right of access by Performance Electronics, our customer and regulatory authorities to all facilities involved in the order and all applicable records. Refurbished parts, programmed parts, parts with bent, formed or oxidized leads, test dots or test markings, non-ESD packaging, exceeded MSL indicator and/or shipping damage will be rejected.
2. Unless otherwise stated on the Purchase Order, mixed date codes contained within individual reels, cut tape or tubes will not be accepted.
3. All parts supplied by Seller must meet original manufacturers’ specifications for “fit, form and function” for a minimum of 60 days, otherwise Seller agrees to take parts back and issue a full refund to Performance Electronics. Performance Electronics reserves the right to return for a full refund any parts that fail electrical testing provided by third party test report. The Supplier guarantees that only new, unused, authentic genuine and legitimate parts are supplied to Performance Electronics. **There is no warranty time limit for product found to be counterfeit.**
4. No substitutions or changes allowed without prior written approval from Performance Electronics, including a change in the source of supply.
5. Performance Electronics reserves the right to cancel the order if the shipment does not conform to the quantities, delivery method or delivery date indicated on the purchase order.
6. The purchase order number must appear on all boxes, packing slips and invoices.
7. Seller agrees to ship all exported products with accurate values on all invoices and custom documentation that corresponds to the purchase order and include the correct harmonized code for the product.
8. Supplier agrees that it has a component inspection system in place that will be used in filling our purchase order to prevent the shipment of counterfeit/suspect parts.
9. Suppliers initially approved for us via Certification (eg. ISO 9001, AS9120) must notify our organization of any changes to that certification.
10. Supplier is required to notify our organization of nonconforming product, notify our organization of changes of suppliers and facility locations. Suppliers are required to flow down to sub-tier suppliers all applicable requirements in the purchasing documents, including key characteristics where required.
11. Do not insure this shipment – Performance Electronics is self-insured. Binder is available per request.
12. For COD shipments, please provide COD amount by fax or email so that payment can be prepared in time.
13. Supplier is required to retain all records associated with the purchase order for 7 years or as required by contract.
14. Provide certificate of conformance, test reports, country of origin, etc. if requested.
15. Suppliers shall be aware of Performance Electronics expectations for ethical behavior, product safety and product conformity. **Rev. 5/12/21**