

INDUSTRIES OF THE BLIND

PURCHASING TERMS AND CONDITIONS

MARCH 29, 2018

1. Definitions:

The term "Purchaser" means Industries of the Blind, Inc. The term "Seller" means the entity to which the purchase order is issued.

2. Contract:

A valid purchase order is the only form of payment obligation that will be recognized by Purchaser as authority to bill merchandise or services to its account. Verbal orders are not considered valid orders. Payment terms, unless mutually otherwise agreed, are Net 30 days from receipt of invoice. Seller may not assign this order without Purchaser's prior consent.

3. Acceptance:

Seller will be deemed to have accepted this order when Seller acknowledges purchase order. Upon acceptance of the order, Seller agrees that all specifications, material standards and process standards are known and understood as they are related to the item(s) or service(s) to be provided; and that such items(s) or service(s) will be furnished to satisfy the requirements of such specifications and standards.

Seller will flow-down all requirements defined on Purchaser's order to any sub-tier supplier used. Time of delivery is of the essence. Purchaser reserves the right to refuse any goods and to cancel all or any part of this order if Seller fails to deliver all or any part of the goods in accordance with the terms of the order.

4. Order of Precedence:

In the event of a conflict between the provisions of the Purchase Order and the documents cited on the purchase order, the conflict will be resolved via the following order of precedence:

1. Provisions identified on the PO including mandatory flow-downs in Prime Contract
2. Contract between Purchaser and Seller (if applicable)
3. Terms and Conditions
4. Statement of Work, Product Descriptions
5. Other documents, exhibits and attachments directed on the order

5. Supplier Quality Requirements

1. Seller shall maintain or have a Quality Management System meeting the requirements of an established, recognized Quality Standard
2. Seller shall maintain records that are legible, readily identifiable and retrievable that provide evidence of conformity to PO requirements
3. Government Source Inspection – prior to shipment from Seller's facility and if so stated on the PO, the GSI must be completed and the approval records delivered to Purchaser prior to shipping of materials
4. Seller shall notify Purchaser of any non-conforming product and seek approval of disposition of such product prior to shipping order
5. Seller shall notify Purchaser of any changes in the product manufactured, any changes in suppliers of material used to manufacture the product or any changes in the manufacturing processes. Seller shall obtain Purchase's approval of said changes prior to manufacturing order.
6. Seller shall notify Purchaser of any changes in the manufacturing facility location

6. Buyer Right of Entry and Surveillance:

Work under this purchase contract is subject to Buyer surveillance at Seller and Seller's subcontractor's locations. Buyer's Quality Representative may elect to conduct

inspection either on a random basis or to the extent of 100% inspection. Seller will be

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notified if Buyer inspection is to be conducted on specific shipments. No shipments are to be held for Buyer inspection unless notification is received prior to, or at time of, product being ready for shipment.

7. Certificate of Conformance:

A Certificate of Conformance signed by a quality assurance representative of the Seller's organization must accompany each lot of material and/or parts submitted to Purchaser. The certificate will indicate the parts or materials supplied against the PO meet all requirements.

8. Inspection:

1. Purchaser, Purchaser's customer and applicable regulatory authorities reserve the right of access to Seller's manufacturing facility and all levels of the supply chain, where required, to inspect processes and applicable records with regard to order
2. All goods are subject to Purchaser's inspection within a reasonable time after arrival. If upon inspection any merchandise is found to be unsatisfactory, defective or inferior in quality or workmanship or fails to meet the requirements of the order, Purchaser may return such merchandise to Seller at Seller's expense. Purchaser reserves the right to assess appropriate handling charges to any Seller that ships defective or non-conforming products.
3. Place of Performance – Seller shall promptly notify Buyer's Authorized Procurement Representative in writing of intended or actual change to the manufacturing processes that may affect the quality of delivered goods and services. This includes changes to Seller and Seller's subcontractors manufacturing facility location for the contracted goods or services, equipment or processes for which the product was qualified. Seller shall promptly notify Buyer's Authorized Procurement Representative in writing of change to its quality control process that may affect the inspection verification of conformity or airworthiness. Notification shall document effect of change to inspection with respect to fit, form, reliability, function, conformity, airworthiness of the Seller's

goods or services. Each change to Seller's quality control system is subject to review by Buyer.

4. Counterfeit Parts – The Seller shall not use any item that is an unauthorized copy or substitute that has been identified, marked or altered by a source other than the item's legally authorized source, and/or has been misrepresented to be an authorized item of the legally authorized source. The Buyer requires items designated as both "critical" and "susceptible to counterfeiting" to be traceable back to the original manufacturer through use of a unique item identifier (UII). The Seller shall ensure that the Certificate of Conformance will be traceable to the UII and includes the Buyer's part number and the drawing or specification revision level.

9. Country of Origin:

All textile products, and any others as Berry-compliant specified by Purchaser, are required to be Berry compliant. If an item is not Berry compliant than the seller shall provide purchaser with the country of origin. Purchaser will then provide the seller with guidance to process and/or cancel the purchase order once country of origin and compliance has been reviewed.

10. Product Verification Records:

The Seller shall maintain records of all inspections and tests performed on incoming materials acceptance documentation. Purchaser reserves the right to request or review any inspection or test records used to form the basis of acceptance. All inspections records and/or certifications must be retained for a period of seven (7) years beyond the product life-cycle. If requested, Seller agrees to provide copies of requested records within three (3) business days.

11. Responsibility:

Seller shall be responsible for any and all losses or damage to the goods until delivered to Purchaser at the F.O.B. point specified on the purchase order. Seller must include packing slip and any other documents as specified (i.e certificates of conformance) with all shipments. Packing slip must show our purchase order number, our part number,

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and name or description, quantity shipped and number of containers. Each package must show our part number, quantity, and purchase order number. Failure to comply with this clause may at purchaser's option be grounds for rejection.

12. Patents, Trademarks and Copyrights:

Seller agrees to protect, defend, hold harmless and indemnify Purchaser and its respective officers, agents, employees and customers from and against any and all claims, actions, liabilities, losses and costs arising out of any actual or alleged infringement of any patent, trademark or copyright by any goods sold to Purchaser.

13. Force Majeure:

Purchaser shall not be liable for failure to take delivery of the goods if such failure is caused by labor disputes, strikes, war, riots, civil commotion, fire flood, earthquake, storm, embargo, other Acts of God or any other cause beyond Purchaser's control. In such event, Purchaser shall have the option of canceling undelivered orders in whole or in part.

14. Confidential Information:

All Intellectual Property, including specifications, drawings, inventions, engineering notices, technical data and/or equipment supplied by Purchaser shall remain its property and shall be held in confidence by the Seller.

Such information shall not be reproduced, used or disclosed to others by the Seller without Purchaser's written consent and shall be returned to Purchaser upon demand.

15. Excess Transportation:

Excess transportation charges are the responsibility of the Seller, provided the Seller is found to be the cause of those charges. Excess transportation costs due to late deliveries, in which proper lead times were allowed, will be at the Seller's expense.

16. Compliance With Laws:

In the performance of this order, Seller will fully comply with all applicable Federal, State and local laws and regulations, including, but not limited to the Fair Labor Standards Act of 1938 as amended and will hold the Purchaser and its officers, employees, agents,

customers and users of its products harmless from and against any and all losses, expenses, damages, claims, suit and liabilities (including incidental and consequential damages, court costs and attorneys fees) arising out of or resulting from Seller's failure to comply.

Seller further agrees to notify Purchaser if any goods do not satisfy current governmental and safety constraints on restricted, toxic and/or hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the order. It is the Seller's responsibility to assess which constraints apply.

17. Cancellation:

Purchaser may at its option cancel any unshipped merchandise, if the order covers standard stock merchandise. Purchasers only obligation shall be to pay for merchandise shipped prior to the cancellation.