



Purchase Order Terms and Conditions

1. Purchasing information is confidential and may not be disclosed without prior written authorization from Apex Design Technology of Alabama.
 - Definition of Confidential Information: All proprietary information disclosed by Apex relating to the company's business or the company's customer, including procurement technical data, export controlled data, business models, production processes, trade secrets, know-how, and financial information.
2. Requirements specified by Apex's customer are flowed down to the vendor in the purchase order or supplied with the purchasing information.
 - Work that is specified as "export controlled" requires an ITAR Compliance Agreement to be completed and returned to Apex before the PO is awarded.
 - Any requirements specified as "export controlled data" are provided in accordance with, and subject to, the limitations of the International Traffic in Arms Regulations (ITAR) and/or Export Arms Regulations (EAR) and all provided data/information shall be returned to Apex after the quotation process or contract duration.
3. Any deviations to requirements must be approved in writing by Apex.
 - Changes to product
 - Changes in process including a newer revision of the specified process
 - Changes in quantity
 - Changes in release/delivery date and method of delivery
 - Change in material, hardware, component, or specified supplier/vendor
4. No part of any purchase order may be out-sourced to other vendors without prior Apex approval.
 - All work approved by Apex to be out-sourced is subject to the same requirements within the Apex purchase order.
5. Vendor shall grant access to Apex, our customer(s), and regulatory authorities to facilities associated with the order and access to any applicable records.
6. It is the vendor's responsibility to ensure that all work required in this order is inspected and conforms to the Purchase Order requirements and any associated documents provided with the order.
 - When specific inspection requirements are imposed by Apex, an "Inspection Requirements for Vendors" form will be initiated and must be signed and returned to Apex.
7. Nonconforming product requirements:
 - Segregate nonconforming product and place on hold
 - Contact Apex for disposition
 - Notify Apex in writing the same business day of discovery that nonconforming product or possible nonconforming product has been released to Apex or its customer
8. Vendor is required to complete and return any Nonconformance Reports and/or Corrective Action Request issued by Apex.
9. Records are required to be maintained and easily retrievable for seven years after the date of the purchase order unless otherwise stated.
10. The Apex Purchase Order number must be referenced on packing slips and invoices.
11. No part of any purchase order may be released to an Apex customer without written approval.
12. Apex must be notified in writing of change of address for business or manufacturing location(s).
13. In the event of a breach or threatened breach of any of the terms and conditions of this agreement, Apex shall have the right to seek and obtain immediate temporary or permanent injunctive relief to enforce obligations under this agreement in addition to any other rights and remedies Apex may have.