



## Supplier Terms and Conditions

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As a supplier to BTC Electronic Components, Inc. (“BTC”), it is understood that your organization agrees to meet the following requirements for each BTC purchase order. These requirements are to be considered as terms and conditions for all purchases.

1. Supplier warrants the materials delivered pursuant to BTC’s purchase order, unless otherwise specifically stated in the purchase order, shall:
  - be new and only contain materials obtained directly from the Original Equipment Manufacturer (OEM) or an authorized OEM reseller or distributor.
  - not contain Counterfeit Items.
  - contain only authentic, unaltered OEM labels and other markings; and be free from defects in workmanship, materials, and design.
  - be free of foreign object debris (FOD).
  - be in accordance with all the requirements of the Purchase Order.
2. Supplier further warrants that the performance of work and services shall conform with the requirements of the Purchase Order. These warranties shall survive final acceptance and payment.
3. Where required on BTC’s purchase order, Supplier must use BTC’s customer-approved special process sources.
4. Supplier is required to notify BTC of any changes to a product and/or process that would affect the form, fit or function of the item being purchased, and to obtain approval from BTC.
5. Nonconforming product/material is not to be shipped to BTC without prior approval from BTC’s Quality Department. Supplier shall notify BTC of any non-conforming product/material where the product was previously shipped to BTC and may require a recall.
6. BTC, its customers, and regulatory authorities retain the right of access to all Supplier facilities involved in the purchase order and to all applicable records. Supplier must retain all records associated with purchase order and product for a minimum of 7 years.
7. Supplier is required to flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.
8. When appropriate, BTC may delegate the inspection authority to one of its approved Suppliers. BTC will communicate the inspection requirements (including approved monitoring and measurement equipment/methods) and maintain a record of those approved to carry out such inspections.
9. Acceptance of BTC’s purchase order constitutes Supplier’s acknowledgement and acceptance of BTC’s Supplier terms and conditions as listed above.