

Purchase Order Standard Terms and Conditions

Scope of Terms and Conditions:

All contracts entered into by Concisys, LLC as purchaser shall be subject to the then-current Concisys, LLC Terms and Conditions, unless expressly otherwise agreed in writing. Any and all terms and conditions of the Seller are hereby rejected and shall not be deemed to be a part of any contract between Concisys, LLC and the supplier, even if Concisys, LLC fails to expressly contradict such conditions.

All future transactions with the Seller shall likewise be subject to Concisys, LLC's Terms and Conditions. No order issued by Concisys, LLC shall be legally binding unless confirmed in writing. Unless expressly otherwise agreed in writing, failure on the part of Concisys, LLC to respond or agree to modifications, demands or documents submitted by the Seller, shall on no account be deemed to constitute consent.

Pricing:

The prices on this order are fixed and cannot be increased without prior written consent from the authorized Buyer for Concisys, LLC.

Schedules/Deliveries:

Sellers promised delivery schedule shown represents Seller's contractual obligation. Should the schedule deviate from the Concisys, LLC required delivery shown the Seller will immediately contact Concisys, LLC for further instructions (i.e., authorization to initiate expedited shipping, etc.) and will use its best efforts to meet the Concisys, LLC required delivery schedule. If shipment is made earlier than specified on the order, Concisys, LLC reserves the right to refuse delivery or return the shipment.

Shipping:

Containers must be properly packed as stated in suggested guidelines of the shipper.

Concisys, LLC purchase order number MUST appear on the outside of all packages.

A packing list AND Certificate of Compliance must accompany each shipment.

Delay in providing these documents will result in delay of payment.

Seller must ship and bill per the address shown on the purchase order, unless otherwise specified.

Warranties:

Seller warrants that the goods sold are merchantable, are free from defects in materials and workmanship, and are fit for their intended use. Nothing herein shall constitute a waiver of any warranties accorded to Concisys, LLC by law (statutory or otherwise), including, without limitation the implied warranties of merchantability fitness and infringement. The Work to be delivered hereunder shall consist of new materials, as defined in FAR 52.211-5, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety.

Product Liability and Insurance:

If product liability, infringement or any other product-related claims are brought against Concisys, LLC resulting from goods purchased from Seller, Seller shall fully indemnify for all related costs and fees, including but not limited to legal fees. To the extent that the Seller is responsible, Seller shall reimburse Concisys, LLC according to the proportion of its contributory negligence for the costs of any precautionary or recall operations which may prove necessary.

Quality Assurance:

Seller shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Contract

Supplier acknowledges Concisys, LLC's right of access to its facilities, product, and/or related quality records at any time, by Concisys, LLC, its customer, or regulatory authorities in order to verify quality of products or work. Right of access may be limited to only those records and product applicable to Concisys, LLC's products or contracts.

Supplier to notify Concisys, LLC immediately of unexpected anomalies, nonconformances, changes in product and/or process, changes in suppliers, and/or changes in manufacturing facility location. Concisys, LLC reserves the right to approve such changes or incidents before work is allowed to proceed.

Supplier acknowledges it shall apply suitable corrective action when presented with Concisys, LLC complaints or nonconformance reports.

Records pertaining to the manufacture, inspection and test of Concisys, LLC's products shall be retained for a minimum of ten (10) years or as specified by contract.

All applicable certificates to be sent with each shipment.

All purchasing requirements to be flowed down to sub-tier suppliers or subcontractors.

Supplier shall ensure that persons are aware of

- their contribution to product safety;
- Their contribution to product or service conformity;
- The importance of ethical behavior.

Invoices:

All invoices must reference Concisys, LLC purchase order number, parts ordered (including revision if applicable), and price. Concisys, LLC will only make payment for the qty of parts received using purchase order unit price and unit of measure. If shipment is made earlier than specified on the order, Concisys, LLC reserves the right to withhold payment until the actual due date.

Change Order Notification:

Concisys, LLC manufactures regulated medical devices for specific customers that fall under the purview of the Food and Drug Administration (FDA). These devices require various levels of approval and