

Windsor Beach Technologies, Inc.

TERMS & CONDITIONS

1. If unable to make shipments pertaining to purchased raw material, purchased components, or outside processes will not be delivered to our facility on date promised/specified, notify both our purchasing & receiving department at once. If shipment & arrival dates are elongated, our facility reserves the right to decrease costs charged as our product(s) did *NOT* meet the agreed upon delivery schedules.
2. Packing List(s) & Required Certifications must accompany each shipment.
3. Raw material purchases are required to provide all specification documentation as defined within our quote & purchase order. Should a purchased product fail to reflect a specification requirement, we will not be held responsible for a revised cost of product. Furthermore, if a supplier fails to provide specified certifications, the supplier will be responsible for the entire cost(s) associated with the return of non-conforming product from our facility to theirs.
4. No charges will be allowed for boxing, crating, or cartage unless previously agreed. If through routing is not specified, ship by route providing lowest rate, otherwise excess will be charged to your account.
5. The right is reserved to cancel any remaining product(s) if any of our previously manufactured products have not been paid within our 30-day agreement or have not been purchased per our customer(s) defined purchase order forecast(s).
6. Order(s) are subject to modification in the event of fires, strikes, or other conditions beyond our control & such instances will not require our facility to incur additional fees including missed product shipment delivery dates.
7. The supplier is required to:
 - a. Notify our organization of non-conforming product
 - b. Obtain our approval for non-conforming product disposition
 - c. Notify our organization of changes in the product and/or process, changes of suppliers, changes to manufacturing facility location and obtain organizational approval.
 - d. Flow down to the supply chain the applicable requirements including customer requirements.
8. INVOICE must show our purchase order number, terms, and full description of the material shipped.

9. FOREIGN SHIPPERS must supply one set of duplicate commercial invoices and one set of NAFTA documentation for Customs clearance. Customs Broker will be identified on said Purchase Order & all Foreign Broker identification requirements will also be identified prior to shipment.
10. All Bills of Lading and/or Shipping Documents must show value of materials shipped.
11. Minimum billings will not be accepted unless approved prior to shipment.
12. All invoices will expect payment from the date the manufactured product will ship & must be paid in full within 30 days.
13. This Purchase Order contains the entire contract between the parties, and no modification, or variation, of its terms shall be of any effect unless agreed to in writing and signed by both the Buyer as well as the Seller.
14. The buyer shall have the right to inspect the goods at the time and place of delivery and may refuse to accept same if they do not comply with specified sample, or description provided the refusal opinion is provided the same day of product shipment arrival.
15. Windsor Beach Technologies, Inc. asserts its right of access to their customers, regulatory authorities, all facilities involved in the order, and to all applicable records.
16. Windsor Beach Technologies, Inc requires suppliers to flow down applicable requirements in the purchasing documents, including key characteristics where required, to sub-tier suppliers.
17. Our organization warrants that all goods and services supplied pursuant to this order will comply with the specifications, drawings, description, or samples furnished, or specified by the Buyer and that the same will be merchantable, of good quality material and workmanship, free from defects and fit for the purpose intended.
18. All customers are Required to provide a prototype part prior to our acceptance to manufacture the specified product.
19. Our organization also holds the buyer accountable for wrongfully returned product due to a lack of understanding pertaining to our very rigorous & respectable inspection processes. The buyer of our manufactured product will not delay payment due to a lack of understanding of our product & inspection equipment capability inspection processes. If specific modes of inspection are required by the customer, said modes of inspection processes will be specified within the customer's purchase order(s), or inspection criteria requirements *Prior to Our Manufacturing of Product*.
20. Additionally, all suppliers are required to prevent the use of counterfeit parts per applicable standards, especially in reference to & conjunction with clause 8.1.4 of the AS9100D / ISO 9001:2015 standard & are also required to ensure all employees are aware of their contribution

to product, or service conformity, their contribution to product safety & their contribution to the importance of ethical behavior.

21. The Contract resulting here from shall be governed by the laws of the State of Pennsylvania regardless of an organizations additional corporate location outside of the State of Pennsylvania.