



Redrox Industrial Inc.

Purchasing Terms and Conditions with Supplier Quality Requirements

This Purchase Order is subject to the following terms and conditions. Acceptance of this order constitutes agreement to all terms herein. These terms supersede and replace any previous agreements, communications, or understandings between the Vendor and the Buyer. No amendments shall be binding unless in writing and signed by authorized representatives of both parties.

For the purposes of this contract, “Buyer” shall mean **Redrox Industrial**, and “Vendor” shall refer to the supplier of goods and services under this Purchase Order.

1. Packaging and Shipment

All goods must be packaged to prevent damage or deterioration during transit and handling. Each package must include a packing slip indicating Buyer’s name, address, PO number, and item details. Buyer’s count and inspection will be final if packing slip is missing or incorrect. No packaging or handling fees shall be accepted unless agreed in writing. Damage due to improper packaging will be the Vendor’s responsibility.

2. Conditional Acceptance

Goods are subject to inspection and conditional acceptance upon receipt. Buyer reserves the right to reject nonconforming products or services within a reasonable period after receipt. Rejected goods may be returned at Vendor’s expense or held for disposition. Ownership of goods remains with Vendor until acceptance.

3. Product Conformance and Quality Assurance

Goods and services must meet all contractual, specification, drawing, and regulatory requirements. Vendor shall notify Buyer of nonconformities and obtain written disposition prior to shipment. The Buyer, its customers, regulatory authorities, and/or government agencies reserve the right to access all facilities, at any level of the supply chain, involved in the order. Vendor shall maintain controls to prevent Foreign Object Debris (FOD) contamination in all products and packaging.



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4. Certification Requirements

Certifications must include:

- i. Certifying entity (individual or organization).
- ii. Applicable specifications, revision levels, and referenced requirements.
- iii. Signed and dated Statement of Conformity by an authorized representative.

Certification records must be retained and made available for audit.

5. Process and Product Changes

Vendor must notify Buyer in writing of any changes in product, process, manufacturing location, or sub-tier suppliers. Buyer approval is required prior to implementing such changes.

6. Flow Down of Requirements

Vendor shall ensure all applicable requirements, including key characteristics, specifications, and right of access, are flowed down to all sub-tier suppliers.

7. Supplier Responsibilities

Vendor shall ensure:

- a. Understanding of all applicable requirements and technical data.
- b. Approval, when required, of: products and services, methods, processes, and equipment, release of products/services.
- c. Competence and qualification of personnel.
- d. Effective communication with the Buyer.
- e. Conformance to performance monitoring systems as defined by Buyer.
- f. Buyer/customer verification or validation activities at Vendor's site.
- g. Control of design and development processes (when applicable).
- h. Identification and control of key/special characteristics.
- i. Implementation of verification, testing, and inspection activities.
- j. Use of statistical techniques as specified by Buyer.
- k. Implementation of a quality management system aligned with ISO 9001 or AS9100.



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- l. Use of customer-approved external providers.
- m. Prompt notification and approval request for nonconforming material.
- n. Prevention of counterfeit parts through documented processes.
- o. Immediate notification of changes in external providers or manufacturing locations.
- p. Supply of test specimens when required for inspection, design, or audit.
- q. Retention of records for a minimum of 10 years or as contractually required.
- r. Employees are aware of: their impact on product quality and safety, the need to report concerns, the importance of ethical behavior.

8. Counterfeit Parts Prevention

Vendor shall have a documented program for the prevention, detection, and control of counterfeit or suspect counterfeit parts in compliance with AS9100. Suspected counterfeit parts must be quarantined and reported to Buyer immediately. Traceability to original OEM sources is required and must be maintained.

9. On-Time Delivery

Vendor shall deliver all items per the schedule specified in the PO. Buyer reserves the right to reject early, late, partial, or excess shipments. Persistent failure to meet delivery or quality expectations may lead to removal from the Approved Supplier List.

10. Right of Access

Buyer, customers, regulatory authorities, and/or government representatives shall have unrestricted access to Vendor's facilities and relevant documented information for the purpose of audits, inspections, and verification activities.

11. Record Retention

Vendor shall retain all quality records (e.g., inspection reports, test results, traceability records) for a minimum of ten (10) years unless otherwise specified. Records must be available for review upon request.



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12. Product Safety and Ethical Behavior

Vendor shall promote a culture of product safety and ethical behavior throughout the organization. Personnel must be trained to report risks and contribute to compliance.

13. Termination

Buyer may terminate this order for convenience or default by written notice. In case of termination for convenience, reasonable termination costs will be negotiated. In case of termination for default (e.g., quality or delivery issues), no costs will be paid beyond the value of accepted items.

14. Compliance with Laws

Vendor must comply with all applicable laws and regulations including, but not limited to, environmental, health and safety, export/import, anti-bribery, and human rights. Certificates of compliance must be provided upon request.

15. Non-Assignment

This Purchase Order shall not be assigned or subcontracted without Buyer's written approval.

16. No Waiver

Buyer's failure to enforce any part of these terms shall not be deemed a waiver of its rights.

17. Entire Agreement

These terms represent the complete agreement between the parties and supersede all prior communications unless modified in writing by both parties.



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18. Supplier Performance Monitoring

Buyer monitors supplier performance based on quality, delivery, responsiveness, and compliance. Corrective action may be requested when performance falls below acceptable thresholds.

19. Acceptance of Terms

Vendor accepts these terms and conditions upon acceptance of Buyer's purchase order, shipment of goods, or commencement of services.