

VENDOR TERMS AND CONDITIONS

DEFINITIONS AND ABBREVIATIONS - The term "Buyer" shall mean Toray Advanced Composites. The term "Seller" shall mean the individual, partnership or corporation obligated to furnish the articles and services as described in the Purchase Order.

1. **EXTRA CHARGES** - No charges of any kind including charges for boxing cartage will be allowed unless specifically agreed to by Buyer in writing. Price is to cover net weight of material, unless otherwise agreed.
2. **TRANSPORTATION** - Transportation charges on goods sold FOB destination must be prepaid whenever possible. No parcel post insurance charges will be allowed unless authorized by Buyer.
3. **DELIVERY SCHEDULE** - Unless otherwise agreed in writing, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer delivery schedule. It is Seller's responsibility to comply with this schedule, but not to anticipate Buyer's requirements. Goods shipped to Buyer in advance of schedule may be returned to Seller at Seller's expense.
4. **DELAYS** - If Seller shall fail or refuse to proceed with this order, or if Seller shall fail to make delivery of all items within the time specified by Buyer, Buyer shall have the right to cancel all or any part of this order as well as the right to assert other remedies which may be available at law or equity. Time is of the essence to this contract.
5. **DEFECTIVE GOODS** - In addition to other remedies which may be available at law or equity. Buyer may, at its option, return any non-conforming or defective goods to Seller for full credit and all transportation charges to and from the original destination shall be paid by Seller. In the alternative, upon written notice by the Buyer, Seller shall promptly correct or replace the defective goods at Seller's expense. If Seller shall fail to do so, Buyer may cancel this order as to all such goods and in addition, may cancel the then remaining undelivered balance of this order. After such notice to Seller, all such goods shall be held at Seller's risk. Buyer may return such goods at Seller's risk and all transportation charges to and from the original destination shall be paid by Seller. Any payment for such goods shall be refunded by Seller unless Seller promptly corrects or replaces the same at its expense. In the event any goods furnished hereunder are or become defective in any respect whatsoever, Seller agrees to defend, indemnify and hold harmless Buyer from any and all loss liability, cost or expense (including attorney's fees) by reason of any injury or damage, whether direct or indirect, consequential, or otherwise, including all claims of such injury or damage, to persons or property relating to such defect.
6. **BUYER'S PROPERTY** - Unless otherwise agreed in writing, all tools, equipment or material of every description furnished to Seller by Buyer or specifically paid for by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Buyer. Such property, and whenever practical each individual item thereof shall be plainly marked or otherwise adequately identified by Seller as "Property of Toray Advanced Composites USA, Inc." and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use property except in filling Buyer's orders. Such property while in Seller's custody or control shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an event equal to the replacement cost with loss payable to Buyer and shall be subject to removal at Buyer's written request, in which event Seller shall prepare such property for shipment and shall redeliver to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted.
7. **CHANGES** - Buyer shall have the right to make changes in the order, but no additional charge will be allowed unless authorized in writing by Buyer. If such changes affect the quantity, specifications or delivery schedule, Seller shall notify Buyer within 30 days of the change and negotiate an equitable adjustment to reflect Seller's increased cost, if any, within 60 days of the change.
8. **NON-ASSIGNMENT** - Assignment of this order or any interest therein or any payment due or to become due there under, without the written consent of Buyer shall be void.
9. **SET-OFF** - Buyer shall be entitled at all times to set off any amount owing at any time from Seller to Buyer or any of its affiliated companies against any amount payable at any time by Buyer or any of its affiliated companies.
10. **COMPLIANCE WITH LAWS** - Seller shall comply with all applicable State, Federal, and local laws, rules and regulations.
11. **EQUAL EMPLOYMENT OPPORTUNITY** - The Equal Opportunity Clause contained in Executive Order 11246, as amended and the Affirmative Action Clauses contained in 41 CFT Parts 60-250 and 60-741 are incorporated by reference, and the Seller agree, by accepting this order, that he will comply with such Executive Order and the regulations at 41 CFT Parts 60-1 through 60-60, and Sections 402/503 and the regulations at 41 CFR 60-250 and 60- 741, to the extent same are applicable.
12. **FAIR LABOR STANDARDS ACT** - In accepting this order Seller shall be deemed to represent that the goods to be furnished hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and unless otherwise agreed in writing Seller shall insert a certificate on all invoices submitted in connection with this order stating that the goods covered by the invoice were produced in compliance with the requirements of the fair labor Standards Act of 1938, as amended, including Section 12 (a) thereof.
13. **INFORMATION DISCLOSED TO PURCHASER** - Any knowledge or information which the Seller shall have disclosed to the Buyer in connection with the purchase of the goods or services covered by this order, shall not unless otherwise specifically agreed upon in writing by the Buyer, be deemed to be confidential or proprietary information, and shall be acquired, free from any restrictions (other than a claim for patent infringement) as part of consideration for this order.
14. **WORK ON PURCHASER'S OR ITS CUSTOMER PREMISES** - If Seller's work under the order involves operations by Seller on the premises of Buyer or one of its customers. Seller shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and Seller shall indemnify Buyer against all loss which may result in any way from any act or omission of the Seller, its agents, employees, or sub-contractors. Seller shall maintain such public liability, property damage, and employee's liability and compensation insurance in such amounts as Buyer may require and shall furnish Buyer certificates of same.
15. **TERMINATION** - If Seller ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature), or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or any assignment for the benefit of creditors is made by Seller. Buyer may terminate order without liability, except for deliveries previously made or for goods covered by the order then completed and subsequently delivered in accordance with the terms of the order.



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16. **QUALITY** - Seller shall not deliver to Buyer under this order any goods containing raw materials different from the raw materials previously used by Seller in the manufacture of good on which quality specifications have been mutually agreed upon unless prior to delivery seller shall have notified Buyer thereof and Purchaser shall have agreed thereto. Seller shall be liable for losses that Buyer may suffer if Seller does not comply with the requirements of the preceding sentence.
17. **PATENTS** – Seller warrants that the use or sale of material delivered hereunder will not infringe the claims of any United States Patent and Seller shall indemnify Buyer from any expense or loss including attorneys’ fees and court costs resulting from any claim or infringement of patents.
18. **QUANTITY** – The specific quantity ordered by Buyer’s order must be delivered in full. Delivery of any unauthorized quantity is subject to Buyer’s rejection and such goods shall be held at Seller’s risk. Buyer may return such goods at Seller’s risk, and all transportation charges to and from the original destination shall be paid by Seller.
19. **IN COMPLIANCE WITH PUBLIC LAW 95-507** and in accordance with the rules and regulations implementing Section 211 thereof, the clause entitled “Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals” is included in all subcontracts in excess of \$10,000. Subcontractors receiving a subcontract, or any modification or amendment thereto, in excess of \$500,000 are required to submit and implement a “Small Business and Small Disadvantaged Business Subcontracting Plan”, provided (i) the clause entitled “Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged individuals ”applies, (ii) the subcontract offers further subcontracting opportunities, and (iii) the subcontractor is not a small business concern.
20. **REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES** – A certification of Non-segregated facilities, as required by the May 9, 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967) must be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor for all subcontracts during a period (i.e. quarterly, semiannually, or annually).
21. **ACCEPTANCE** – The purchase order constitutes Buyer’s offer to Seller and shall become a binding contract (the Contract) incorporating the terms and conditions set forth herein upon acceptance by Seller, either by acknowledgement or commencement of performance. Any terms or conditions proposed by Seller which differ from or are in addition to terms and conditions contained herein shall be void and of no effect whatsoever unless consented to in writing by Buyer.
22. **PRICES** – Seller represents that prices shown on the face hereof do not exceed those charged or quoted by Seller to any of Seller’s other customers for similar items ordered in similar quantities. Seller will promptly refund any sums paid by Buyer in excess of such prices.
23. **PAYMENT AND INVOICES** – a) Date of discount shall begin with receipt of material or date of invoice, whichever is later. b) Payment of Seller’s invoice is subject to adjustment for any shortage or rejection. c) Duplicate invoices must be issued for each shipment applying against this order. d) Freight and other charges must be shown if cash discount is not to be taken on full amount of invoice.
24. **CONFIDENTIAL INFORMATION** – Seller shall not disclose to any third person or use any information in any way whatsoever concerning this order to Buyer’s drawings, specifications, samples, and other material, except in performing the Contract, without first obtaining Buyer’s written consent. Buyer shall at all times have title to all drawings and specifications furnished to Seller for us in performing the Contract, including all copies thereof, all of which upon request or upon completion of the Contract shall promptly be returned to Buyer.
25. **SHIPPING** – Materials must be shipped in accordance with Buyer’s instructions and must be marked plainly with name of consignor and consignee. A packing list must accompany materials. Buyer’s count on weight shall be conclusive on shipments not accompanied by a packing list.
26. **INCORPORATION** – All specifications, drawings, notes, instructions or technical information referred to in this order shall be deemed to be incorporated herein by reference as though fully set forth. Any discrepancies or questions shall be referred to Buyer for decision or interpretation.
27. **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970** – Seller warrants that the manufacture and design of the items covered by and the services performed pursuant to this purchase order comply with standard rules, orders and regulations promulgated or prescribed pursuant to the Occupational of Safety and Health Act of 1970. All hazardous materials as defined in OSHA’s Hazard Communication Rule (29 CFR 1910, 1200) must be labeled and provided with material safety data sheets as required by the above regulation.
28. **AMENDMENT TO TERMS** – The terms and conditions herein are subject to modification or withdrawal at any time by amendment or by re-issuance. Until modified or withdrawn, the terms and conditions herein shall apply to all dealings between purchaser and seller, except where specifically otherwise indicated by Buyer in writing.
29. **FACILITY ACCESS** – Seller shall provide or obtain for Buyer, Buyer’s Customers and regulatory agency personnel, access to any and all facilities, including those facilities of Seller’s subcontractors, where work is being performed or is scheduled to be performed. Buyer shall have the right to perform in-process inspection, audits or system surveillance at Seller’s and Seller’s subcontractors’ facilities as part of verification of conformance the requirements of this PO. Seller shall include the provisions of this facility access requirement in its purchase orders with its subcontractors.
30. **Social Responsibility** - Supplier shall maintain, and provide a copy of upon request, the companies corporate social responsibility / sustainability initiative program and or policy.

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CERTIFICATIONS:
ISO 9001:2015
AS9100D