



E3 Displays LLC

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Purchasing Terms and Conditions

These Purchase Order Terms and Conditions (the "Agreement") govern the purchase of goods and services by E3 Displays, LLC (referred to as the "Buyer") from Supplier (referred to as the "Supplier"). This Agreement outlines the rights and obligations of both parties in the procurement process. By accepting the Purchase Order, the Supplier agrees to the following terms and conditions:

1. ACCEPTANCE OF PURCHASE ORDER:

The Supplier acknowledges receipt and acceptance of this Purchase Order by commencing the fulfillment of the order or by any other means of acceptance. Any modifications or deviations from this Purchase Order must be explicitly agreed upon in writing and signed by both parties. Orders received by the supplier that comply with the requirements of this Agreement that are not objected to or acknowledged within five (5) business days will be deemed accepted.

2. PRICE AND PAYMENT:

The prices of goods and services stated in the Purchase Order are fixed and inclusive of all applicable taxes, duties, and charges. Payment terms are 30 days from the date of receipt and acceptance of goods/services or receipt of a correct invoice, whichever is later. Where, however, other payment terms appear on the front of any purchase order, payment shall be made in accordance with those terms and conditions. Invoices must be accurate and contain detailed information regarding the goods/services provided.

3. DELIVERY:

The Supplier must adhere to the delivery schedule specified in the Purchase Order. Timely delivery is of the essence, and any delays must be promptly communicated to the Buyer with reasons and a revised delivery date. In the event of unreasonable delay in filling order, buyer may cancel the same on written notice to seller, without penalty, provided said order is not then in process of manufacture or in transit.

4. INSPECTION AND ACCEPTANCE:

Supplier shall provide a written Certificate of Conformance with each shipment and any additional certifications, test reports, inspection records, or objective evidence of conformity specified by the Purchase Order. The Buyer has the right to inspect all goods and services upon receipt. Defective or non-conforming items will be rejected, and the Supplier shall bear all costs associated with their return and replacement. The Buyer may also request the Supplier to correct or replace any defective goods or re-perform unsatisfactory services at the Supplier's expense.

5. WARRANTY:

The Supplier warrants that all goods and services provided conform to the specifications, are free from defects in materials and workmanship, and are fit for their intended purpose. The warranty period shall be 12 months from the date of delivery, or as specified in the relevant contract or product documentation. Any variation to this timeframe shall be approved by all parties.

6. INTELLECTUAL PROPERTY:

The Supplier warrants that the goods and services provided do not infringe upon any intellectual property rights of third parties. Any intellectual property rights associated with the goods or services delivered under this Agreement shall become the property of the Buyer upon receipt and acceptance.

7. CONFIDENTIALITY:

Both parties shall treat all non-public information obtained during the performance of this Agreement as confidential and shall not disclose or use such information for any purpose other than fulfilling their obligations under this Agreement, except as required by law.

8. INDEMNIFICATION:

The Supplier shall indemnify and hold harmless the Buyer, its employees, agents, and affiliates from any claims, damages, losses, or liabilities arising from the Supplier's breach of this Agreement or any negligent or wrongful acts or omissions of the Supplier.

9. TERMINATION:

The Buyer reserves the right to terminate this Agreement at any time, with or without cause, and without penalty by providing written notice to the Supplier. Upon termination, the Supplier shall immediately stop all work and deliver any completed work or goods to the Buyer.

10. GOVERNING LAW AND DISPUTE RESOLUTION:

This Agreement shall be governed by the laws of the state of Arizona. In the event of any dispute or disagreement arising out of or in connection with this Agreement, both parties agree to attempt to resolve it through good-faith negotiations. If a resolution cannot be reached it may be resolved in a court of competent jurisdiction in the state of Arizona.

11. COMPLIANCE REQUIREMENTS:

The supplier acknowledges that all materials utilized within the production of this purchase order are certified to meet the reporting requirements for REACH, ROHS, Conflict Minerals, California Proposition 65, and Persistent Organic Pollutants (POP). Certification may be required.

12. ENTIRE AGREEMENT:

This Purchase Order, along with any attachments or amendments, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous agreements, oral or written, with respect to the subject matter hereof.

13. SUPPLIER QUALITY REQUIREMENTS (AS9100D / ISO 9001:2015)

13.1. NONCONFORMING PRODUCT

Supplier shall notify E3 Displays of any nonconforming product or process and shall not ship nonconforming product without prior written approval from E3 Displays. Supplier shall obtain approval for any proposed use-as-is, repair, deviation, waiver, or concession disposition prior to shipment.

13.2. PRODUCT AND PROCESS CHANGES

Supplier shall notify E3 Displays of any proposed changes affecting product design, materials, manufacturing processes, special processes, manufacturing location, ownership, key personnel, or quality management system that may impact product conformity. E3 Displays reserves the right to require review and approval prior to implementation of such changes.

13.3. FLOW-DOWN OF REQUIREMENTS

Supplier shall flow down all applicable requirements of the Purchase Order, drawings, specifications, standards, regulatory requirements, and quality requirements, including key characteristics, to sub-tier suppliers and subcontractors involved in fulfilling this Purchase Order.

13.4. CERTIFICATIONS AND OBJECTIVE EVIDENCE OF CONFORMITY

Certification(s) of Compliance to all applicable specifications if requested by E3 Displays.

- a. Raw Materials - Material certifications shall include material identification, lot number, chemical composition, and physical properties, as applicable.
- b. Outside Processing - Certifications shall include C of C, C of A, test reports, or other applicable objective evidence of conformity, with reference to the applicable specification and revision, part number, and work order reference.

- 13.5. **RIGHT OF ACCESS**
E3 Displays, its customers, and applicable regulatory authorities shall have the right of access to Supplier facilities, applicable records, and relevant areas involved in the fulfillment of this Purchase Order for the purpose of verifying quality, conformity, and regulatory compliance.
- 13.6. **RECORD RETENTION**
Supplier shall retain quality, manufacturing, inspection, testing, and traceability records associated with this Purchase Order for a minimum of seven (7) years from completion of the Purchase Order unless otherwise specified by E3 Displays or contractual requirements. Records shall be made available upon request. Upon expiration of the retention period, records shall be disposed of in a manner that protects confidential and proprietary information.
- 13.7. **LOSS OR DAMAGE OF PRODUCT**
Supplier shall be responsible for loss of, damage to, or deterioration of product, materials, tooling, equipment, or other property owned by E3 Displays while under Supplier control. Supplier shall promptly notify E3 Displays of any such loss or damage.
- 13.8. **SUPPLIER PERFORMANCE**
E3 Displays reserves the right to evaluate Supplier performance, including product quality, conformity to requirements, on-time delivery, responsiveness, documentation accuracy, and corrective action effectiveness. Continued approval as a supplier may be contingent upon acceptable performance.
- 13.9. **QUALITY MANAGEMENT SYSTEM**
Supplier shall maintain a quality management system appropriate to the products or services provided. Certification to ISO 9001, AS9100, Nadcap, or equivalent industry standards is preferred where applicable. E3 Displays reserves the right to verify supplier quality system effectiveness through certification reviews, surveys, audits, or other evaluation methods.
- 13.10. **COUNTERFEIT PARTS PREVENTION**
Supplier shall establish and maintain processes to prevent the use, acceptance, and delivery of counterfeit or suspect counterfeit parts, materials, and components. Supplier shall ensure product authenticity and traceability throughout its supply chain (see 8.1.4 of the AS9100D / ISO 9001:2015 Standard).
- 13.11. **PRODUCT SAFETY**
Supplier shall maintain processes appropriate to ensure product safety throughout the manufacture, processing, handling, storage, packaging, preservation, and delivery of products and services supplied under this Purchase Order.
- 13.12. **PERSONNEL AWARENESS AND ETHICAL BEHAVIOR**
Supplier shall ensure personnel involved in fulfilling this Purchase Order are aware of:
- a. Their contribution to product or service conformity
 - b. Their contribution to product safety
 - c. The importance of ethical behavior
- 13.13. **CALIBRATION SYSTEM REQUIREMENTS**
Supplier shall maintain a calibration system that ensures measurement validity and traceability to nationally or internationally recognized standards, including NIST where applicable.
- 13.14. **CALIBRATION SERVICE PROVIDERS**
- a. For Calibration Suppliers; ISO 17025 Certified preferred.
 - b. Calibration Certificates must identify standards used and must be traceable to NIST (National Institute of Standards Technology).
 - c. Calibration to manufacture's specifications
 - d. Calibration frequency is 12 months unless otherwise stated.
- 13.15. **CONFLICT MINERALS**

Supplier must provide material that is "DRC conflict free" as defined by applicable SEC rules. Any required conflict mineral content must be from recycled or scrap sources or originate from outside of the DRC Covered Countries. Material that contains conflict minerals that originated in a DRC Covered Country will be deemed non-conforming and unacceptable.

13.16. ITAR / EXPORT CONTROL COMPLIANCE

When specified on the Purchase Order, any technical data, drawings, specifications, models, software, or other information provided by E3 Displays shall be considered export-controlled information. Supplier shall comply with all applicable export control laws and regulations, including the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR), and shall not disclose such information to unauthorized persons without appropriate authorization.

13.17. DPAS RATED ORDERS

When identified as a rated order, Supplier shall comply with all applicable requirements of the Defense Priorities and Allocations System (DPAS), 15 CFR Part 700. Supplier shall flow down applicable rating requirements throughout its supply chain and give the rated order the priority required by the applicable regulations.