

Terms and Conditions for Suppliers

All orders placed by Vyrian and its divisions, subsidiaries and affiliates are subject to the terms of this Purchase Order, including the following Terms and Conditions for Suppliers or (“Conditions”). Any purported change submitted by a Seller or (“Supplier”) in any additional documentation is hereby expressly rejected. Preprinted terms and conditions on any document of the Seller (for example: Order confirmations) and/or Vyrian’s failure to object to conflicting or additional terms will not change or add to the Conditions or terms of this Agreement. By acceptance of this Purchase Order, Buyer hereby accepts all of the Purchase Order Terms and Conditions. If Seller does not wish to be bound by the terms of this Purchase Order and Conditions, Seller must not perform against this contract. To the extent that any provision of this Agreement conflicts with any term or condition set forth in any prior or subsequent documentation, the provisions of these Conditions shall supersede and control and shall be the sole terms governing the order. Any violation of these terms and conditions will result in future business being terminated.

By shipping against this Purchase Order, or any part thereof, Supplier voluntarily acknowledges, agrees, and consents to all Conditions unless otherwise stated on the face of this Purchase Order. Please send all invoices and shipment notifications to purchasing@vyrian.com.

1. New and Unused. All components, parts, materials, and devices (“Material”) to be delivered to Vyrian shall be new and not used, reconditioned, and/or repaired. The original manufacturer’s markings, labels, date codes, and lot codes must be legible and not altered in any way unless approved in writing by Vyrian’s authorized buyer. Supplier warrants that the parts it is selling to Vyrian are free from defects and are not counterfeit parts. ESD-sensitive product shall be handled and packaged under ESD-safe conditions. Vyrian may request verification of product information or testing of product prior to or after procurement. Supplying defective, unuseable or counterfeit Material under this Purchase Order constitutes a breach of contract. If such Material is furnished under this Purchase Order, Supplier shall compensate Vyrian for the Material with a refund or replacement at Vyrian’s discretion. Vyrian reserves the right to quarantine and send a sample batch of suspected counterfeit Material to the original manufacturer and/or appropriate authorities for further investigation and disposition.

2. Shipping Requirements. Shipments originating outside of the US and over 150lbs must ship via UPS World Wide Express Freight# R6616F. **The purchase order number must appear on all boxes, packing slips and invoices.** Vyrian must be notified in advance for shipments exceeding 150lbs or requiring palletization. It is the Supplier's sole responsibility to ensure the accuracy of all proforma invoice and customs documentation including country of origin and declared values. **UNDER VALUED INVOICES WILL NOT BE ACCEPTED. * Vyrian must be notified of the country of origin (COO) prior to shipment for goods manufactured outside of the United States. Items with COO CHINA must be held for Vyrian approval to ship.**

3. Do Not Insure. Vyrian will insure shipments as applicable.

4. No Substitutions. Vyrian must be notified of any change to ordered products. No substitutions or changes are allowed without prior written approval from Vyrian, including a change in the source of supply, packaging, manufacturer, or date code.

5. Cancellations. (1) Vyrian reserves the right to cancel this order and return any product if shipment does not conform to all stated conditions including packaging, quantities, delivery method, or delivery date indicated on this Purchase Order. (2) Vyrian reserves the right to return for full refund damaged goods and or product that arrives in damaged packaging. Vyrian will NOT be responsible for transit damage due to insufficient packaging. Supplier warrants that its product is conforming in all aspects of form, fit and function, and supplier expressly agrees that as a condition of supplying product against this order, that it will not charge any “restocking fees” to Vyrian for returned product if the cancellation reason is a quality-related issue.

6. Non-waiver. Payment for goods on this order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that Vyrian may have against Supplier. Any inspection, acceptance and/or failure to find a defect shall in no way waive any warranties made by Supplier under this Purchase Order.

7. COD. If this is a COD shipment, please provide the COD amount by e-mail or fax so that payment can be prepared in time.

8. Trademark Infringement. Supplier warrants that all goods furnished under this PO will not infringe upon any US or foreign patent, trademark or copyright of any 3rd party.

9. Rejections. If any of the products ordered are found at any time not to conform to specifications or supplier’s warranties, Vyrian shall have any or all of the following options, in its sole discretion: (a) reject and return such products at Supplier's expense (including incoming and return transportation costs); (b) require Supplier to replace the rejected products on a revised Material Schedule; and/or (c) require Supplier to inspect the products and remove defective products and replace with conforming products. If Supplier fails to promptly make the necessary inspection, removal and replacement, Vyrian may perform the necessary inspection and sorting of defective products at a reasonable charge to Supplier. In addition, the Supplier shall be liable for any costs or expenses incurred directly or indirectly by Vyrian from the rejected products, including but not limited to labor and materials that may have been applied to or used on the rejected products prior to the discovery of the defect. If your products are determined to be defective or nonconforming in any way, you agree to reimburse Vyrian the full purchase price paid as well as any shipping or 3rd party testing charges incurred by Vyrian.

10. Corrective Actions. Completion of a supplier corrective action report (SCAR) may be required for certain nonconformances. As a trusted, high-quality supplier, we expect that you will support us in ensuring quality throughout the supply chain. Failure to submit requested documentation or implement corrective actions may result in removal from Vyrian’s Approved Vendor List and loss of future business.

11. ADDITIONAL TERMS & CONDITIONS FOR AEROSPACE ORDERS:

- a.) **Packaging Requirements.** All parts must be new, unused, in good condition and must be contained in the original manufacturer's packaging. Refurbished parts, programmed parts, parts with bent, deformed or oxidized leads, test dots or test markings, non-ESD packaging, exceeded MSL indicator and/or shipping damage will be rejected. All parts must meet AS9120 and AS6081 inspection criteria as specified in the Purchase Order. Unless otherwise stated on this Purchase Order, mixed date codes contained within individual reels, cut tape or tubes will not be accepted.
- b.) **Certificate of Conformance.** Wherever applicable, the Supplier shall provide a certificate of conformance stating that the product conforms in all respects to the stated purchase order requirements and applicable drawings/specifications. Supplier’s performance and shipment against this Purchase Order shall also serve as Supplier’s good faith warranty that product conforms in all respects to Vyrian’s requirements.
- c.) **Testing Requirements.** Product may be subjected to Counterfeit mitigation Testing per SAE Aerospace Standard AS6081, as applicable.
- d.) **Right of Access.** In the event the parts supplied from the Supplier to Vyrian on this purchase order become the subject of a legal or counterfeit issue, Supplier agrees to give Vyrian access to the Supplier's Sub-Tier Supplier of the parts supplied in question. Supplier agrees to provide reasonable right of access to Vyrian, its customer, and regulatory authorities to all applicable areas of all facilities, to any Sub-Tier Suppliers, involved in the fulfillment of this Order and to all applicable records pursuant to flow down requirements.
- e.) **Record Retention.** All records associated with this transaction will be maintained for a minimum of seven (7) years. Records shall be sent to Vyrian within 3 business days of requesting them. At the end of the retention period, or if the supplier ceases operations, the supplier shall provide the option for Vyrian to take possession of the records. Records shall be stored, maintained, and protected in a manner to preclude damage or loss and preserve their integrity.

Terms and Conditions for Suppliers

- f.) **QMS Requirement.** Supplier agrees that it has a Quality System in place that shall be used in fulfilling this Purchase Order to prevent the shipment of counterfeit or suspect parts to Vyrian.
- g.) **Flow Down Requirements.** The Supplier shall flow down to the supply chain the applicable requirements of this Purchase Order.

Counterfeit Avoidance Notification

Vyrian has established an anti-counterfeit mitigation policy pursuant to SAE Aerospace Standard AS6081. All personnel must adhere to this policy to prevent the purchase of suspect unapproved, unapproved, counterfeit, suspect counterfeit or fraudulent products or services from external providers.

Vyrian reserves the right to seize and quarantine any and all suspected counterfeit products it receives from any Supplier on this Purchase Order. Suspect counterfeit products will be surrendered to the appropriate Federal or State authorities for confiscation and/or destruction. Vyrian will also file a complaint with relevant authorities against your company and the material. If your products are determined to be defective, suspect unapproved, unapproved, suspect counterfeit, counterfeit or fraudulent, you agree to reimburse Vyrian the full purchase price paid as well as any shipping or 3rd party testing charges incurred by Vyrian.

Additional terms and conditions may apply. Please review our resources for suppliers at <http://www.vyrian.com/suppliers>. **IF YOU ARE NOT CONFIDENT THAT YOUR PRODUCTS ARE AUTHENTIC – DO NOT SHIP THEM TO VYRIAN.**