

# Acra Control LTD

## General Terms and Conditions

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Order confirmation to be received within 48 hours of order placement, unless delivery is next day. Order confirmation can be accepted by e mail, letter or fax.

Seller amendments to pricing, quantities, delivery dates or product specifications / obsolescence must be agreed in writing within 48 hours of order placement.

Delivery dates above must be achieved and Acra Control Ltd must approve earlier delivery of line items. If delivery is in danger of slippage both the Acra Control Ltd buyer and Production Manager must be informed and a recovery plan created by Seller and accepted by Acra Control Ltd. Acra Control Ltd part numbers and purchase order numbers must appear on all delivery notes, Certificates of conformity (where applicable) and Invoices. If item(s) being ordered are services, design work, training etc a delivery note on completion of the work **MUST** contain be sent to Acra Control Ltd buyer. Invoices sent with shipments will not be processed through Accounts department. Seller must post invoices directly to accounts department and date specified on invoice cannot be earlier than delivery date to Acra Control, unless otherwise agreed with Acra Control Ltd. Please note that invoices cannot be processed until delivery notes are received and items are accepted into Acra Control Ltd stock system. Acra Control Ltd must also be informed in advance of potential partial delivery of line item(s) and partial deliveries after the agreed delivery date will be shipped at cost to Seller. Please note that dates specified above are 'delivery dates' at Acra Control Ltd and not 'shipping dates' from the seller. Parts shall be supplied to ACRA Control with minimum 12 months warranty and violation of this term shall be in writing reported to ACRA Control Ltd and agreed with the buyer. Products must be packed under conditions that will not compromise quality or specification of products being delivered. Signed calibration certificates must be provided where applicable and/or requested with environmental conditions for equipment calibration recorded on the calibration certificate. Control and Handling documentation must be provided when Chemicals or Hazard Substances are delivered to Acra Control Ltd. Acra Control Ltd reserves the right to cancel orders that are not delivered on time. Acra Control Ltd reserves the right to reject products or services where above terms are not met by Seller. Rejected products will be returned at cost to Seller. No term or condition of this Purchase Order may be amended or deemed to be waived, except with written approval from Acra Control Ltd.

Certificate of Conformity and Delivery notes provided from Supplier must formally state the absence of PENTABROMODIPHENYL ETHER (CAS No 32534 81 9) and OCTOBROMODIPHENYL ETHER (CAS No 32536 52 0) in any parts supplied under this purchase order. Failure to state this on documentation will result in rejection at Acra Control Ltd and return at cost to supplier.

All products supplied to Acra Control Ltd from 1st Jan 2006 must conform to EU directive 2002/95/EC on the Restricted use of certain hazardous substances (RoHS) in electrical and electronics equipment, unless otherwise stated in this Purchase Order or other written agreement between Acra and the supplier/subcontractor, and EU Directive 2002/96/EC 2002/95/EC on waste Electrical Electronic Equipment (WEEE). Delivery documentation from supplier must clear state compliance, or non applicable where appropriate, to the above and failure to state this will result in product rejection and return at cost to supplier. All products must comply with the **REACH** regulation (Registration, Authorization and Restriction Chemicals).

Soldering acceptability requirements shall meet **IPC A 610 latest revision Class 3**, where applicable.

PCB shall meet **ACRA Standard PCB Specification (SPF 0011)**.

The supplier agrees to the right to access by ACRA CONTROL LTD, our customers and regulatory authorities to all facilities involved in this order and to all relevant records at any level of the supply chain. The supplier agrees to flow down to sub tier suppliers any applicable requirements including customer requirements that are in the purchasing documents. Supplier **MUST** notify ACRA CONTROL LTD of changes in product or relevant technical data, e.g. design, specification, identification, revision status, performance, limitations of use, etc.

Where a Supplier Quality Agreement (SQA) exists between ACRA and the supplier/subcontractor, the general Terms & Conditions listed in this Purchase Order shall apply, in addition to the quality requirements in the SQA. Any deviation from the Terms & Conditions in this Purchase Order or SQA can only be changed by written agreement between both parties.

## Counterfeit Parts Prevention

The Seller shall establish and maintain controls to prevent the purchase of counterfeit/fraudulent parts. The Seller shall maintain a method of Item traceability which ensures tracking of the Item(s) back to the Original Equipment Manufacturer (“OEM”) of all Electronic, Electrical and Electromagnetic (“EEE”) components and devices including those Items in assemblies and subassemblies being delivered under these terms and conditions.

If a suspect/counterfeit Item(s) is furnished under these terms and conditions, the Seller shall promptly disclose such Item(s) to the Buyer and replace such Item(s) with Item(s) acceptable to Buyer at no increase in price, cost or fee to Buyer. The seller shall be liable for all costs relating to impoundment, removal, and replacement of counterfeit Item(s).

Sellers eligible for utilization of the Government-Industry Data Exchange Program (“GIDEP”) shall utilize the GIDEP process to alert industry of encountered counterfeit parts. The Seller shall contractually flow down counterfeit avoidance and detection requirements to sub-tier suppliers and to lower sub-tiers.

## Environmental Health and Safety Performance

Seller acknowledges and accepts full and sole responsibility to maintain an environment, health and safety management system (“EMS”) appropriate for its business throughout the performance of this Contract. Buyer expects that Seller’s EMS will promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Seller shall convey the requirement of this clause to its suppliers.