



Purchase Order Terms and Conditions

April 2025

1. **Acceptance:** This Purchase Order ("PO") constitutes Quantic Wenzel's offer to purchase goods or services described herein. Supplier's acknowledgment, shipment of goods, or commencement of services constitutes acceptance of all terms and conditions stated herein.
2. **Entire Agreement:** These Terms and Conditions, together with the PO and any referenced attachments, constitute the complete agreement between Quantic Wenzel and the Supplier. No additional or conflicting terms shall be binding unless expressly agreed to in writing by Quantic Wenzel.
3. **Price and Payment:** Prices are firm and not subject to escalation. Payment terms are Net 30 days from receipt of accurate invoice and acceptance of goods/services, unless otherwise stated on the PO.
4. **Delivery and Title:** Time is of the essence. Title and risk of loss shall transfer upon delivery at the designated FOB point. Late or partial deliveries may be rejected at Buyer's discretion.
5. **Packaging and Shipping:** Supplier shall ensure goods are packaged to prevent damage during shipment and include all required documentation, including packing slips with the PO number clearly referenced.
6. **Inspection and Acceptance:** All goods and services are subject to inspection by Quantic Wenzel. Buyer reserves the right to reject nonconforming or defective goods or services.
7. **Warranties:** Supplier warrants that all goods/services provided are free from defects, conform to specifications, and are fit for intended use for a period of one (1) year from acceptance.
8. **Changes:** Quantic Wenzel may make changes to specifications, delivery, or quantity. Supplier must notify Buyer of any impact on cost or schedule for consideration.
9. **Termination:** Buyer may cancel this PO, in whole or in part, at any time. In cases of cancellation for convenience, Supplier will be compensated for completed work only.
10. **Compliance with Laws:** Supplier shall comply with all applicable federal, state, and local laws, including those related to labor, safety, environmental protection, anti-bribery, and anti-corruption.
11. **Import/Export Control:** Supplier agrees to comply with all applicable U.S. import and export laws and regulations, including ITAR and EAR. Supplier shall notify Quantic Wenzel if any items or data are export controlled.
12. **Modern Slavery and Human Trafficking:** Supplier certifies that it does not and will not engage in practices that violate laws relating to human trafficking, forced labor, or modern-day slavery.
13. **Counterfeit Parts Prevention:** Supplier shall implement a counterfeit avoidance and detection program, ensuring only genuine and authorized parts are delivered. Quantic Wenzel reserves the right to audit Supplier's practices upon request.
14. **Flow-Down Requirements:** If this PO supports a U.S. Government contract, applicable FAR and DFARS clauses are incorporated by reference and must be flowed down to all sub-tier suppliers.



15. Conflict Minerals: Supplier shall disclose whether any products contain conflict minerals (tin, tungsten, tantalum, gold) sourced from the Democratic Republic of the Congo or adjoining countries, in accordance with Section 1502 of the Dodd-Frank Act.

16. Facility Access and Audit: Quantic Wenzel, its customers, or regulatory authorities shall have the right to access Supplier's facility to perform inspection, surveillance, or audits related to the PO.

17. Confidentiality: Supplier shall treat all information provided by Quantic Wenzel as confidential and shall not disclose to any third party without prior written consent.

18. Indemnification: Supplier shall indemnify and hold harmless Quantic Wenzel from any losses arising from defective goods, intellectual property infringement, or Supplier's breach of these terms.

19. Force Majeure: Neither party shall be liable for delays caused by events beyond reasonable control. The affected party must notify the other in writing as soon as possible.

20. Governing Law: This PO shall be governed by the laws of the State of Texas. Any legal actions shall be brought in the state or federal courts located within Travis County, Texas.