

### **Jaro Corp. Terms and Conditions**

1. Standard terms and conditions: either seller's written acknowledgement or seller's full or partial performance under this purchase order, whichever occurs first, will constitute acceptance of all terms and conditions contained herein.
2. No changes without approval: supplier shall notify Jaro Corp. of any changes in product and / or process definition, changes of suppliers, changes in manufacturing facility location and, where required, obtain Jaro Corp. approval of the changes. Additionally, supplier is required to provide immediate notification (within 7 days) of nonconforming product to allow Jaro Corp. the opportunity to disposition and review any potential recall of the product.
3. Inspection: all items received pursuant to these terms and conditions shall comply with all applicable specifications (latest revision) and other requirements of these terms and conditions and shall be subject to inspection and test or right of access by the purchaser, regulatory agencies, government bodies or its customers at all times and places, including visits during the period of manufacture (if applicable). If an inspection or test is made on the premises of the seller or its supplier, the seller, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors.
4. All deliverable materials (coatings, underfill, RTV, etc.) MUST be accompanied by a CofC. Any deliverable material without a CofC that is potentially counterfeit or is suspected as unapproved shall be quarantined from use and disposed of as hazardous material. (To prevent Re-entry into the supplier stream). Jaro will require a credit for the material as well as all disposal charges.
5. Retention Period: External suppliers to Jaro are required to retain and store any records relating to Jaro Purchase Orders for 25 years. Any unique records generated by suppliers for Jaro must be immediately sent to Jaro for retention purposes. At the end of the record retention period, all records (unique or otherwise) must be forwarded to JARO.
6. Original Equipment Manufacturers of products supplied to customers are required to maintain a Quality Management System.
7. Supplier agrees to grant the right of access to Jaro Corp, their customer, and any regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain.
8. Suppliers must be aware of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior.
9. Suppliers will be evaluated periodically by the management team at Jaro. Suppliers that are issued a formal Supplier Corrective Action Record (SCAR) will be subject to a full supplier re-evaluation within 60 days of receipt and acceptance of the supplier's response to said SCAR.