Quality Performance Requirements. Seller shall ensure that its and its subcontractors' personnel have the training and experience to perform to this Order. Seller shall promptly notify Buyer if any change occurs that affects (i) changes in Seller's quality process or procedures that affect form, fit or function of any Products, (ii) any loss of Seller's certifications, or (iii) any adverse action against Seller which may affect Seller's obligations under this Order. Seller shall promptly inform Buyer in writing of any changes affecting the sale, delivery, or use of any Products including, but not limited to, product recall, withdrawal, or disposition. Buyer shall have the right to inspect, test, analyze, sample, and make any other tests on any Product at any time at Buyer's convenience and at Buyer's expense, to determine whether Seller has performed to these Standards. Seller shall provide Buyer with all information and documentation required to carry out these tests. In the event of a nonconforming Product, Buyer may provide corrective feedback based on test results. Seller shall establish and maintain a corrective action program to eliminate any nonconformance and to reduce the likelihood of recurrence. Seller's testing and corrective action program shall be in accordance with Buyer's requirements. Buyer may require Seller to perform any other tests or analyses as required in accordance with applicable laws or regulations. Buyer may withhold, condition, or delay Buyer's sole discretion, including any (i) changes in the design or composition of the Products, (ii) changes in the location where the Products are manufactured or, (iii) increases in the price of any Product. Any change in lead time will come into effect only after a period equal to the newly agreed lead time has expired.

In addition, at any time Buyer may change the specifications, quantity, packaging, time and place of delivery, and method of transportation. If any such change causes a material increase or decrease in the cost or time of performance, the parties agree to make an equitable adjustment and modify this Order accordingly. Any additional or different terms Seller proposes in their acknowledgment or otherwise are deemed rejected, and Buyer will not be bound by any such additional or different terms unless Buyer expressly accepts in writing. Buyer's acceptance of a product or service shall not be construed as acceptance of this or these terms. Any additional or different terms Vendor proposes in its acknowledgment or otherwise are deemed rejected, and Vendor will not be bound by any such additional or different terms unless Vendor expressly accepts in writing. Vendor's acceptance of a product or service shall not be construed as acceptance of this or these terms. Acceptance of this Order is limited to acceptance of its express terms. Any additional or different terms Vendor proposes in its acknowledgment or otherwise are deemed rejected, and Vendor will not be bound by any such additional or different terms unless Vendor expressly accepts in writing. Vendor's acceptance of a product or service shall not be construed as acceptance of this or these terms.

Price and Quality. Pricing is as agreed to in writing by Buyer. Buyer reserves the right to change, modify, suspend, or cancel any purchase order at any time. Buyer may decrease the price of any Product, in whole or in part, if Buyer so chooses, and Buyer's decision, including any change in lead time, will come into effect only after a period equal to the newly agreed lead time has expired. Buyer may provide corrective feedback based on test results. Buyer shall establish and maintain a corrective action program to eliminate any nonconformance and to reduce the likelihood of recurrence. Buyer's testing and corrective action program shall be in accordance with Buyer's requirements. Buyer may require Seller to perform any other tests or analyses as required in accordance with applicable laws or regulations. Buyer may withhold, condition, or delay Buyer's sole discretion, including any (i) changes in the design or composition of the Products, (ii) changes in the location where the Products are manufactured or, (iii) increases in the price of any Product. Any change in lead time will come into effect only after a period equal to the newly agreed lead time has expired.

Payment; Inspection; Excusable Delay. Payment terms as provided on the face of the Order or otherwise stated by Buyer; provided Buyer is deemed to accept and be qualified for all applicable prepayment discounts. Buyer is responsible for the timely payment of all invoices. Payment (in whole or part) for the Products shall not constitute acceptance. Seller will promptly submit correct and complete invoices to Buyer after delivery of Products. Buyer may inspect the Products at any reasonable time and place and at Buyer’s expense. Buyer reserves the right to reject any Product at any time during the installation, inspection, testing, or performance of any Product. Any Product that is rejected by Buyer shall be returned to Seller at Seller’s expense. Buyer’s rejection of a Product does not prevent Buyer from inspecting or testing other Products or from making other claims against Seller. Buyer’s decision to inspect, test, analyze, sample, and make any other tests on any Product at any time at Buyer’s convenience and at Buyer’s expense, to determine whether Seller has performed to these Standards. Seller shall provide Buyer with all information and documentation required to carry out these tests. In the event of a nonconforming Product, Buyer may provide corrective feedback based on test results. Seller shall establish and maintain a corrective action program to eliminate any nonconformance and to reduce the likelihood of recurrence. Seller’s testing and corrective action program shall be in accordance with Buyer’s requirements. Buyer may require Seller to perform any other tests or analyses as required in accordance with applicable laws or regulations. Buyer may withhold, condition, or delay Buyer’s sole discretion, including any (i) changes in the design or composition of the Products, (ii) changes in the location where the Products are manufactured or, (iii) increases in the price of any Product. Any change in lead time will come into effect only after a period equal to the newly agreed lead time has expired.

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