



TERMS AND CONDITIONS

1. ACCEPTANCE. This PO may be amended and altered only in writing and signed by authorized representatives of Orange County Nameplate and the Seller expressly referencing the terms or conditions being modified, to constitute an amendment to this PO.
2. SCOPE. These Terms and Conditions, as may be amended from time to time, apply to the purchase by Buyer of all Products and/or services from Seller as described on OCN's PO or other documents referenced on such PO. The term Product throughout these Terms and Conditions includes without limitation, raw materials, supplies, components, tooling equipment and all services.
3. RISK OF LOSS. All prices payable by OCN for the Product are stated in the OCN's PO and include the cost of packaging and delivery. Unless otherwise specified in this PO, title to the Product covered by this PO and all risk of loss or damage to such Product shipped to OCN shall be in Seller, irrespective of FOB or other delivery terms, and shall remain in the Seller until the Product have been delivered to OCN and have been accepted by our QA department.
4. PACKAGING. SHIPPING. All Product covered by this PO, unless otherwise directed on the PO or in a writing signed by OCN's authorized representative, shall be suitably marked and shipped in accordance with the requirements of common carriers and when transportation costs are payable by OCN, in a manner to secure the lowest transportation cost. Seller shall be responsible for all additional costs related to delivery of late shipments.
5. DELIVERY. The Seller shall make delivery to OCN by the due date stated on the PO or as otherwise agreed in writing. Any such stated due date is of the essence and the Seller shall notify OCN promptly if it reasonably anticipates that delivery will not be on time. Seller shall incur all costs related to OCN's receiving non-conforming Product.
6. CONFIDENTIALITY. Any drawings, specifications, samples, designs or other information that OCN discloses to the Seller in connection with the PO shall remain the exclusive property of OCN and shall, along with any information derived from the same, be kept confidential by the Seller and its employees.
7. QUALITY. Seller shall meet all quality requirements of OCN and all quality requirements of OCN's customers, including, but not limited to, OP-7.4.1, all applicable drawings, specifications, and other contract descriptions, as set forth on the face of the PO. The quality of the Product shall be subject to the satisfaction of our QA department, and shall be entitled to reject non-conforming Product. OCN and its customer's designated representative shall have the right of entry during business hours after reasonable notice to the Seller.
8. PURCHASING FLOWDOWNS. Document OP7.4.1 Rev. B Located on our web site at: www.ocnameplates.com Under the "Terms and conditions"