



### **TERMS & CONDITIONS OF PURCHASE ORDER**

1. Unless otherwise stated, all component products must be new, unused and in good condition. Refurbished parts, programmed parts, parts with bent or damage(s) will be rejected.
2. For items intended for DLA/United States Military end use, the Seller agrees to comply with DLAD PROCUREMENT NOTES. DLAD Procurement Notes are incorporated by reference, with the same force and effect as if they were in full text. The full text of a DLAD Procurement Note may be accessed electronically at DIBBS home page via 'References' or by going to the link <http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>
3. **DPAS Rated Purchase Orders:** Whenever a DPAS rating appears in the DPAS Rating Field on your Purchase Order, it means that it is a rated order certified for national defense, emergency preparedness, and energy program use, and you are required to follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR part 700). By acknowledging the PO you accepted the DPAS rating.

Defense Priorities and Allocations System (DPAS): A regulation administered by the Department of Commerce (DoC) that implements the priorities and allocations authority contained in Title 1 of the Defense Production Act (DPA) of 1950 with respect to industrial resources. The purpose of DPAS is to ensure the timely availability of industrial resources to meet national defense and emergency preparedness requirements. Certain national defense, energy, and homeland security programs are approved for priorities and allocations support. The DoC has delegated authority to DoD to place priority ratings on its contracts in accordance with DPAS and DoD issues approximately 300,000 rated orders annually. DoD uses two priority ratings: DX and DO. DX rated programs and their orders are of the highest national defense urgency and are approved by the Secretary of Defense (SECDEF) or Deputy Secretary of Defense (DEPSECDEF). DO rated orders are of lower priority than DX-rated orders but take precedence over unrated orders. DPAS cannot be used to prioritize food, energy, health, water, or civil transportation resources.

DPAS rules are standard part of U.S. defense contracting process: (15 CFR 700.11 (a))

Two levels of priority ratings:

- (DX) Highest national defense urgency. All DX rated orders have equal priority and take preference over DO and unrated orders;
- (DO) Critical to national defense. All DO rated orders have equal priority and take preference over unrated orders.

For more information: <https://www.dema.mil/DPAS/>

4. Parts must reflect original manufacturer's specifications for the part; otherwise Seller agrees to take parts back.
5. No warranty or return time limit exists for product to be found counterfeit.
6. No substitutions or changes are allowed without prior written approval from Phoenix Trading.
7. It is the Seller's responsibility to furnish the proper quantity called for on this order. No variation in the quantities specified herein will be accepted as compliance with this order except by prior written agreement. Phoenix Trading reserves the right to return excess shipments at Seller's expense.
8. Phoenix Trading reserves the right to cancel the PO if shipment does not conform to the quantities, delivery method or delivery date indicated on the Purchase Order.
9. Early shipments are encouraged and accepted as long as each line item ships complete.
10. The purchase order number must appear on all boxes, packing slips and invoices.
11. Packaging of hazardous material must comply with CFR-49 requirements and the shipment must contain MSDS & label.
12. ESD sensitive (ESDS) items to be handled & shipped in accordance to an ESD Program, with a preference for ANSI ESD S20.20.
13. Shelf-life items and cure dated rubber compounds must have a minimum of 85% shelf life remaining at the time of delivery.
14. If the shipment weight exceeds 150 pounds, please contact us for shipping instructions.
15. Supplier agrees that it has a component inspection system in place that will be used in filling this Purchase Order to prevent the shipment of counterfeit / suspect parts to Phoenix Trading Inc.



16. Seller will ship product without insurance; Phoenix Trading Inc. carries its own insurance, for which the binder can be made available upon request.
17. Purchase order must be confirmed within 3 days via email or fax.
18. Buyer has the right to stop payment on any non-conforming parts.
19. Seller agrees that if counterfeit parts are found to have been furnished to Phoenix Trading, such product will be impounded, will not be returned to seller, and the seller may be liable for all costs relating to impoundment, removal and replacement.
20. Seller acknowledges that Phoenix Trading may turn over counterfeit items to the appropriate United States governing authority for investigation and will withhold payment for the parts, pending investigation results.
21. By shipping parts to Phoenix, the seller agrees to disclose sources, should a legal issue involving suspect counterfeit parts arise.
22. The seller agrees to allow Phoenix, their customer and regulatory authorities to all applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.
23. The seller agrees to:
  - notify the organization of nonconforming product;
  - obtain organization approval for nonconforming product disposition;
  - notify the organization of changes in product and/or process definition, changes of suppliers, change of manufacturing facility location and, where required, obtain organization approval.
24. The seller must be aware of:
  - their contribution to product or service conformity;
  - their contribution to product safety;
  - the importance of ethical behavior.
25. The Seller represents and agrees to the following conditions:
  - Will not provide covered telecommunications equipment or services to the government in the performance of any contract, subcontract or other contractual instrument in accordance with FAR 52.204-24(d)(1));
  - Does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services in accordance with FAR 52.204-24(d)(2); AND
  - Does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the government in the performance of any contract, subcontract, or other contractual instrument in accordance with DFARS 252.204-7016(C).
26. Phoenix Trading will report any vendor selling counterfeit products to TBF, ERAI, GIDEP, and other applicable industry or government agencies. Note our Counterfeit/ Suspect Parts Policy below:

Counterfeit & Suspect Parts Policy:

Phoenix Trading, Inc. reserves the right to seize and quarantine any and all suspected counterfeit products it receives from seller on this Purchase Order. Suspect counterfeit products may be forwarded to the IP holder (Original Component Mfg) and/or the appropriate Federal or State authorities for final analysis, possible confiscation and/ or destruction. If products furnished by the Seller are determined to be counterfeit, Seller agrees to reimburse Phoenix Trading the full purchase price paid as well as any shipping or 3rd party testing charges incurred by Phoenix. Counterfeit/Suspect electronic parts are:

- Substitutes or unauthorized copies of a product.
- A product as defined by the manufacturer's part number identification, date code and manufacturer's identification (logo, trademark) in which the materials used or the performance of the product has changed without notice by someone other than the original manufacturer of the product.
- A standard component misrepresented by the supplier.
- Products that have been re-topped (black-topped), remarked or otherwise fraudulently altered and/or misrepresented by a third party.

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