



STANDARD TERMS & CONDITIONS GOVERNING PURCHASE ORDERS

General Composites (GCI) relies on the partnership of our suppliers to fulfill our customer's requirements to deliver advanced composites solutions. We expect of ourselves and our supplier partners to uphold ethical standards to ensure material authenticity in order to ensure Product Safety, including the elimination of counterfeit or contaminated materials (including foreign object debris).

1. The Purchase Order, together with these terms and conditions, and any attachments and exhibits, specifications, drawings, notes and other information, whether physically attached or incorporated by reference (collectively the "Purchase Order"), constitutes the entire and exclusive agreement between General Composites, Inc. (GCI) and the Vendor identified in the Purchase Order. Receipt of a Purchase Order from General Composites Inc (GCI) constitutes the Vendor's authority to furnish the item(s) in accordance with the terms of the Purchase Order and these Terms & Conditions.
2. In its acceptance of the Purchase Order, The Vendor represents and warrants that it has the full power to enter into the Purchase order and to perform its obligations under the Purchase Order; and that it has the right and unrestricted ability to assign the Deliverables to GCI.
3. The Vendor warrants that the Deliverables, and GCI's use of the Deliverables, do not and will not infringe on any third party's Intellectual Property Rights, right of Publicity or Privacy, or any other proprietary rights, whether contractual, statutory, or common law, and that the Vendor will not disclose to GCI, bring onto GCI's premises, or induce GCI to use any confidential or proprietary information that belongs to anyone other than GCI or the Vendor which is not covered by a non-disclosure agreement between GCI and the Vendor.
4. This Purchase Order is valid only at the prices stated. Except as otherwise provided, no charges should be added and, if added, will not be honored by GCI.
5. GCI will pay the Vendor the price set forth in the Purchase Order within 30 days following the later of (i) the Delivery Date, (ii) the date of GCI's acceptance of all of the Deliverables, or (iii) GCI's receipt of a properly prepared Invoice, which must include the Purchase Order number and, if required in the Purchase Order, the Vendor's certification of conformance of the Deliverables to the requirements. Excepting prior agreements to the contrary, payment will be made in U.S. Dollars.
6. Unless otherwise specified, all shipments must be made F.O.B. GCI 's dock, with transportation charges prepaid & added by the Vendor and with title passing upon proper delivery at the destination.



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7. Delivery must be made by the date specified. Items received by GCI are subject to inspection and, if found to be defective or not in accordance with specifications, will be returned to the Vendor at the Vendor's expense. Materials will be inspected and approved for release based on GCI-approved acceptance criteria, which may include the use of statistical techniques for testing and acceptance.
8. Quantities shipped should not exceed the numbers specified unless authority for small deviations is granted in the Purchase Order.
9. All deliveries will be accepted during working hours only. Truck deliveries should be made between the hours of 8:00A and 3:30P local time.
10. The Supplier will include with each delivery a packing list identifying the Purchase Order number, the GCI part number for each of the products (if applicable), a description and the quantity of each of the products, and the date of the shipment.
11. Material documentation for identification and traceability will be included with the delivery as specified on the Purchase Order, including Safety Data Sheets(s), REACH and RoHS certifications (new updates published annually in June), material certifications and material testing reports. These reports will be reviewed by GCI to confirm that the product fulfills the requested specifications. For material that is considered CRITICAL (as noted on PO), GCI will review reports to verify/validate the accuracy of test reports before acceptance of material, parts or services.
12. The Purchase Order will be construed in accordance with, and all disputes will be governed by, the laws of the State of New York and its Courts. The Vendor irrevocably waives any claim it may have that any proceedings brought in such Courts have been brought in an inconvenient forum.
13. Any decision on the part of GCI not to insist on strict enforcement of any provision of the Purchase Order will not be construed as the waiver of any future omission or breach, or any other provision of the Purchase Order.
14. For CRITICAL materials (as noted on the Purchase Order), the Supplier must ensure that all information in this document, as well as any and all information provided in this document and to the Supplier in order to provide ordered goods or services is complied with and is passed on to any sub-contractors or providers.



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15. Supplier shall adhere to all relevant technical data, drawings, specifications, work instructions, etc. which may define special requirements, critical items or key characteristics, including:
 - a. GCI-approved materials, products or services, including external providers and process sources;
 - b. GCI-approved methods, processes and equipment, including approval and release of material, products, services and/or controls related to design and development;
 - c. GCI-approved qualification/competence of Supplier workers as specified, including any sub-providers or process sources for special processes and to support the understanding of Supplier workers of their contribution to material, product or service conformity, product safety and ethical behavior;
 - d. Definition of any test requirements for design approval, inspection, verification/validation, investigation or auditing, including any verification or validation activities, and production process verification, that need to be performed at Supplier's premises;
 - e. Approval requirements.
16. Supplier shall communicate with GCI via phone at 518-963-7333 or via email at Customer.Service@GeneralComposites.com.
17. Supplier shall implement a quality management system, which may be evidenced by certification for AS/ISO level qualification. If the Supplier does not have a formal AS/ISO certification, GCI may conduct a survey to review Supplier's quality program. GCI will monitor and control Supplier's performance for quality and on-time delivery.
18. Supplier shall retain documented information related to manufacture and disposition for a period of 25 years. Access to this information and related information from sub-providers shall be provided to GCI and any regulatory authorities as required by GCI related to applicable areas of facilities, at any level of the supply chain;
19. In the event the Supplier has non-conforming processes, products or services, the Supplier shall notify GCI and obtain approval for disposition to release parts to GCI.
20. In the event that the Supplier changes any process, products or services, including location of manufacturing, or if changes occur with their sub-providers, the Supplier shall notify GCI and gain approval before release of parts to GCI.
21. In situations requiring them, Supplier shall provide test specimens for design approval, inspection/verification, investigation, or auditing.



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22. Supplier shall provide right of access by GCI, our customers, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain.