



RJE INTERNATIONAL

SPECIALIZING IN MISSION CRITICAL PRODUCTS

1. OFFER AND ACCEPTANCE -- The Purchase Order constitutes an offer by RJE to purchase the Products and/or Services in accordance with these Standard Terms and Conditions. These Standard Terms and Conditions (“the Conditions”) and the relevant Purchase Order, together with the Master Agreement (if any), the terms of which are incorporated herein by this reference, constitute the entire agreement between the parties (and shall collectively be referred to herein as, the “Agreement”) and supersedes all previous agreements and understandings, whether written or oral, between RJE and Seller with respect to the supply of Products and/or Services as outlined in the Purchase Order. No variation (including the introduction of any additional terms and conditions by Seller), change to or modification of the Agreement shall be binding upon RJE unless signed by an **authorized** representative of RJE. The Agreement shall be deemed accepted on Seller’s commencement of any performance called for by the Purchase Order, and the Seller agrees to be bound by all terms and conditions contained in the Agreement from the date on which acceptance is deemed. RJE is not obligated to any minimum purchase or future purchase obligations.

2. TERM AND TERMINATION -- The Term of a Purchase Order shall commence as of the date of deemed acceptance by Seller and shall expire once the RJE has accepted the Products and/or Services. The Term and Termination of the Master Agreement shall be in accordance with the terms of the Master Agreement. The Term of the Agreement shall run concurrent with any Purchase Order Term and Master Agreement Term. RJE may terminate a Purchase Order at any time, in whole or in part, by written notice to Seller, with or without cause. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then RJE may terminate a Purchase Order immediately upon written notice to Seller. If RJE terminates the Purchase Order, for any reason, Seller's sole and exclusive remedy is payment for the Products and/or Services received and accepted by RJE prior to the termination.

3. PRICE AND DELIVERY -- Seller shall furnish the Products and/or Services described in the Purchase Order in accordance with the prices and delivery instructions stated on the face of the Purchase Order, or such other delivery instructions as may be agreed upon by the Parties in writing. All Products shall be delivered on the specified date (“Delivery Date”) to the address specified in the Purchase Order (the “Delivery Location”) during normal business hours or as otherwise instructed by RJE. The Products will not be deemed delivered unless Seller obtains a receipt of delivery from an authorized officer of RJE. All Products shall be received subject to RJE’s right of inspection and rejection. The delivery of Products implies that all such Products are fully compliant with the Agreement. Acknowledgment of receipt of the Products shall not constitute acceptance. Services will not be deemed performed unless and until the Services have been performed to the satisfaction of RJE.

4. QUANTITY -- If Seller delivers more than the quantity of Products ordered, RJE may reject all or any excess Products. If Seller delivers less than the quantity of Products ordered, RJE may reject all Products, accept the reduced amount of Products or require that Seller immediately provide enough Products to bring the quantity to the agreed upon number. Any such rejected Products shall be returned to Seller at Seller's risk and expense. If RJE does not reject the Products and instead accepts the delivery of Products at the increased or reduced quantity, the price for the Products shall be adjusted on a pro-rata basis.

5. INSPECTION, ACCEPTANCE AND REJECTION OF PRODUCTS OR SERVICES -- RJE has the right to inspect the Products on or after the Delivery Date. If at any time within three (3) months of the Delivery Date it is determined that all or any portion of the Products are nonconforming, damaged or defective; were lost in transit; or fail to comply with the Agreement, RJE may reject the Products. If RJE rejects any portion of the Products, RJE has the right, effective upon written notice to Seller, to: (a) rescind the Purchase Order in its entirety; (b) accept the Products at a reasonably reduced price; or (c) reject the Products and require replacement of the rejected Products. If RJE requires replacement of the Products, Seller shall, at its expense, promptly replace the nonconforming, damaged or defective Products and pay for all related expenses, including transportation charges for the return of the defective Products and the delivery of replacement Products. If Seller fails to timely deliver replacement Products, RJE may replace them with Products from a third party and charge Seller the cost thereof and terminate the Purchase Order for cause pursuant to Section 3. Any inspection or other action by RJE shall not reduce or otherwise affect Seller's obligations under the Agreement, and RJE shall have the right to conduct further inspections after Seller has carried out its remedial actions. If at any time within three (3) months from the purported completion of the Services it is determined the Services fail to comply with the Agreement or are not performed to the satisfaction of RJE, Seller agrees, at RJE’s option, to either repeat the Services at issue or refund the portion of the consideration attributable thereto.



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6. **PACKING AND SHIPPING** -- All items shall be packaged, marked and otherwise prepared in accordance with good commercial practices and RJE's instructions (if any). Seller shall mark on all containers the handling and loading instructions, shipping information, Purchase Order number, item number, quantity per container, shipment date and names and addresses of Seller and RJE (or its third party designee), and any other information requested by RJE, but exclude RJE's invoice which shall be sent to the attention of RJE's accounts payable department separately. An itemized packing list must accompany each shipment. Any return of packaging material shall be made at Seller's expense.

7. **CHANGES** -- RJE may at any time make changes as to designs, specifications, method of shipment, Delivery Date or Delivery Location. If any such change causes an increase or decrease in the cost of, or the time required for the performance of the Purchase Order or the amount of Products and/or Services to be provided under the Purchase Order, a mutually equitable adjustment shall be made in the contract price, or Delivery Date or schedule, or both. During performance of the Purchase Order, Seller shall not make any changes in the design or items to be furnished by Seller under that Purchase Order without advance written notification to and written approval of RJE.

9. **NOTICE OF DELAY** – Seller shall notify RJE immediately upon determination of any potential or actual delay in the delivery of Products and/or Services as required by the terms of the Purchase Order. This notification shall be conducted in the form of a verifiable correspondence (e-mail or letter), with receipt deemed given on the date received by RJE. RJE's acknowledgement of this notification does not constitute a waiver of RJE's rights and remedies. If Seller fails to deliver any Products and/or Services in full on the Delivery Date, RJE may terminate the Purchase Order immediately by providing written notice to Seller.

10. **RIGHT OF ACCESS** – During the Term of the Agreement, Seller shall maintain all materials and all other data obtained or generated by Seller in the course of providing the Products and/or Services hereunder, including all computerized records and files. Seller shall cooperate with any internal reviews or audits by RJE (or its representatives) and shall make available for examination and duplication, during normal business hours and at mutually agreeable times, all documentation, data and information relating to the Agreement. Seller further agrees to immediately inform RJE of any regulatory action taken against Seller and to provide a copy of any written correspondence received from a regulatory agency that relates to or may impact Seller's Products and/or Services hereunder. Additionally, Seller agrees to notify RJE of any request received from any applicable regulatory or other governmental agency to inspect, audit, or otherwise gain access to any information, data or materials pertaining to the Products and/or Services provided by Seller under the Agreement. Seller shall notify RJE of such requests prior to permitting any third party access, unless prior notice is not possible. Seller agrees to permit inspection of such information, data and materials by authorized representatives of such agencies as required by law. Seller will provide RJE with copies of such notice(s) and related correspondence and permit RJE representatives to attend such visits. Seller agrees to advise RJE of any other regulatory inspection of Seller and to provide RJE with a copy of any inspection report. Any response to a regulatory agency which is related to the Products and/or Services provided by Seller to RJE will be subject to approval by RJE prior to issuance; provided that such approval will not be unreasonably withheld.

11. **ADDITIONAL REQUIREMENTS** – Where applicable, Seller shall be subject to and abide by any additional requirements required of RJE by RJE's client or of Seller or Seller's Supplier by RJE's client. Such requirements shall be made available to Seller, in writing, by RJE upon Seller's written request.

12. **MODIFICATION OF CONDITIONS** – RJE shall, at any time, have the full and independent right and authority to modify, amend, supplement or revise in any way whatsoever these Conditions without any duty to notify or receive the consent of Seller. Seller shall be obligated to ensure it has reviewed and is in compliance with the most currently available version of these Conditions as located on RJE's website (www.RJEint.com).