



Klinger IGI, Inc. (KIGI) Terms & Conditions (T&C)

Suppliers accepting this Purchase Order (PO) agree to be bound by the T&C set forth below:

- 1) Approval of Changes:** This PO is a binding contract; therefore, any deviations must be approved by KIGI prior to Supplier's work or shipment. Changes are approved when the PO is properly updated, that is, when Supplier receives a signed acknowledgement of deviations from KIGI (or, alternatively, an email from KIGI Purchasing Officer/Agent) .
- 2) Late Shipment Notice and Penalty for Late Shipment:** Suppliers are expected to maintain 95% on time delivery and 100% quality. Supplier must advise KIGI no less than 3 days prior to the promised ship date if a PO will not ship and/or be delivered on time. Should Supplier miss the promised ship date, Supplier shall be responsible for all freight and delivery charges to KIGI, expediting as necessary to meet the delivery date; however, that penalty may be waived by KIGI at its discretion when its use of the late materials is not expected to generate a subsequent complaint and/or penalty to KIGI (i.e., stocked item).
- 3) Surcharges:** Charges in excess of the cost of materials which were not previously acknowledged and approved by KIGI will not be accepted.
- 4) Certifications:** Certifications of conformance and test reports are required when requested on a PO. Certifications must arrive no later than the delivery of product. Certifications must accompany the product shipment unless preapproved to be emailed directly to KIGI. All Certificates must include Lot#, Batch#, Cure Date, and Shelf Life as requested by KIGI. In the case that the supplier is not the manufacturer of the purchased product, the supplier must maintain certifications from the original product manufacturer and supply as requested by KIGI. Manufacturer certifications must be traceable by Lot#. Delivery will be rejected if all documentation is not received as requested on PO, and Supplier shall be responsible for any return charges and replacement freight charges for such non-compliant shipments. A PO is not considered fulfilled until all certifications are received and approved by KIGI.
- 5) Right of Access:** KIGI, our customers, and regulatory authorities reserve the right to access the supplier's facility to review inspection records and perform audits pertaining to the product supplied to KIGI
- 6) Record Retention:** All test and inspection records applicable to the PO must be maintained by supplier for a minimum of 12 years unless otherwise stated in the PO.
- 7) Order Acknowledgement:** Supplier will acknowledge KIGI PO with price, promised shipment date, and delivery means and date within 24 working hours of receipt of a PO. Acknowledgment shall neither modify nor make inferior these T&C.
- 8) Substances of Very High Concern:** Before shipping any products that include Substances of Very High Concern (SVHC) in excess of 0.1% (as outlined by [REACH](#), [RoHS](#) and [CA Prop 65](#)) in any of the products' homogeneous materials, a written response from a KIGI representative or customer is required stating that it is understood that an item on the purchase order contains a substance that is not in compliance with REACH.
- 9) Conflict Minerals:** Any products that include conflict mineral(s) originating from a conflict area (including the Democratic Republic of Congo and surrounding conflict countries) require a written response from a KIGI representative or customer stating that it is understood that an Item on the purchase order contains conflict mineral(s) originating from a conflict area.
- 10) Notice of Changes Affecting Supplier Qualification:** Any changes in product and/or process, changes of suppliers or changes of manufacturing facility location must be reported to KIGI for prior approval.
- 11) Counterfeit Part Risk Mitigation:** Seller shall be responsible for confirming the authenticity of all components used in the manufacture of Buyer's products via OEM/OEM authorized distributor certification. Components failing test or found to be non-compliant shall be rendered unusable or returned to preclude resale. These events shall be reported to the appropriate agencies (GIDEP, ERAI). The Seller shall have a counterfeit part risk mitigation policy, as applicable.

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