

## **BLANKET PO TEXT with ATTACHMENT A:**

Limited Liability Blanket Order Clauses

The issuance of this blanket order constitutes an estimate by the buyer of the part's usage on an annual basis. This is an estimate and does not constitute a final order by the buyer or an obligation to purchase any amount estimated on this blanket order except as identified in Attachment A. The individual releases associated with this blanket order will constitute the commitment and financial obligation to the Seller.

Seller will maintain inventory quantities between the minimum and maximum quantities as described in Attachment A in order to support estimated requirements and promote efficient production. Shipments will only be made at the request of the Buyer. Seller will ship from stock on a "first in", "first out" basis.

To support Buyer's Kanban material system, Seller agrees to ship only the quantity as released by the Buyer. Buyer reserves the right to change these quantities at any time as estimated demand changes.

Buyer reserves the right to cancel this blanket order at any time for any reason. In the case of products that are specific to Buyer (as identified in the NCNR column - Non-Cancellable Non-Returnable), Buyer's sole obligation is to purchase Seller's Finished Goods inventory up to the Maximum Stocking Expectation as listed in Attachment A.

Shipping requirements:

US domestic shipments:

Gross weight less than 400 pounds: ship UPS Ground collect 210508 Gross weight greater than 400lbs: ship R + L Carriers or Fed Ex Freight Collect Domestic air shipments (any weight) require written pre-approval by Buyer

## International imports:

Gross weight less than 150 pounds: ship DHL Express 963180810 Gross weight greater than 150lbs: ship Everglory Logistics All Import air shipments require written pre-approval by Buyer

All shipments are collect unless otherwise directed in writing by Buyer. Freight charges appearing on invoices will not be paid unless pre-approved by Buyer in writing prior to shipment. Any deviation from these shipping instructions without written buyer approval will result in a debit memo to supplier for the cost of the freight.

On time delivery of Product to buyer ship to location is of critical importance. If delivery of Product will not be completed by the time promised by supplier whenever a firm delivery date is requested by Buyer and accepted by Supplier, Buyer may direct expedited routing of the Product with the difference in cost between the expedited routing and normal order routing to be paid by Supplier if delay is the fault of Supplier.

Supplier will transfer title and risk of loss of Product shipped to buyer after Buyer receipt of Product that meets blueprint and specifications at the location designated as the ship-to-point by the Buyer.

Replaces BPO

## **BLANKET PO TEXT without ATTACHMENT A:**

Limited Liability Blanket Order Clauses

The issuance of this blanket order constitutes an estimate by the buyer of the part's usage on an annual basis. This is an estimate and does not constitute a final order by the buyer or an obligation to purchase any amount estimated on this blanket order except as identified as a Hard Commitment for each individual part. The individual releases associated with this blanket order will constitute the amount to be delivered by the Seller at the requested dock date.

Seller will maintain inventory quantities to the Hard Commitment quantities less previously released quantities as described in this Blanket Purchase Order in order to support estimated requirements and promote efficient production. Shipments will only be made at the request of the Buyer. Seller will ship from stock on a "first in", "first out" basis.

To support Buyer's Kanban material system, Seller agrees to ship only the quantity as released by the Buyer. Buyer reserves the right to change these quantities at any time as estimated demand changes.

Buyer reserves the right to cancel this blanket order at any time for any reason. In the case of products that are specific to Buyer, Buyer's sole obligation is to purchase Seller's Finished Goods inventory up to the Hard Commitment Stocking Expectation as listed in this Blanket Purchase Order less previously released quantities from this Blanket Purchase Order.

Shipping requirements:

US domestic shipments:

Gross weight less than 400 pounds: ship UPS Ground collect 210508

Gross weight greater than 400lbs: ship R + L Carriers or Fed Ex Freight Collect Domestic air shipments (any weight) require written pre-approval by Buyer

International imports:

Gross weight less than 150 pounds: ship DHL Express 963180810 Gross weight greater than 150lbs: ship Everglory Logistics All Import air shipments require written pre-approval by Buyer

All shipments are collect unless otherwise directed in writing by Buyer. Freight charges appearing on invoices will not be paid unless pre-approved by Buyer in writing prior to shipment. Any deviation from these shipping instructions without written buyer approval will result in a debit memo to supplier for the cost of the freight.

On time delivery of Product to buyer ship to location is of critical importance. If delivery of Product will not be completed by the time promised by supplier whenever a firm delivery date is requested by Buyer and accepted by Supplier, Buyer may direct expedited routing of the Product with the difference in cost between the expedited routing and normal order routing to be paid by Supplier if delay is the fault of Supplier.

Supplier will transfer title and risk of loss of Product shipped to buyer after Buyer receipt of Product that meets blueprint and specifications at the location designated as the ship-to-point by the Buyer.