



MILCO WIRE EDM, INC. / dba



15221 CONNECTOR LANE
HUNTINGTON BEACH, CA 92649
Phone: (714) 373-0098 Fax: (714) 373-1718

TERMS & CONDITIONS

DEAR SUPPLIER: PLEASE BE APPRISED OF THE FOLLOWING REQUIREMENTS PERTAINING TO MILCO PROCUREMENTS. ADDITIONAL REQUIREMENTS ARE SPECIFIED ON THE PURCHASE ORDER. TERMS & CONDITIONS AND QUALITY CLAUSES ARE AVAILABLE ON MILCO'S WEBSITES:

WWW.MILCOWIREEDM.COM OR WWW.MILCOWATERJET.COM

1. **Claims-** All claims must be made within 10 days after parts are received.
2. **Liability and warranty-** Milco Wire EDM, Inc. / dba Milco Waterjet liability to our customer shall not exceed our charges for the work done plus 30% of that charge, except by written agreement. Additional warranties can be made only by writing and signing by both parties. In such an event a higher charge shall be made for our services.
3. **Liability for damages-** Milco Wire EDM, Inc. / dba Milco Waterjet shall not be liable for damages caused by the carrying out of implicit instructions by the customer.
4. **Liability for damages-** There shall be no liability for damage caused by the customers failure to indicate plainly and correctly the kind of work required and an extra charge shall be made to cover any additional expense incurred as a result thereof.
5. **Shipping liability-** Milco Wire EDM, Inc. / dba Milco Waterjet shall not be liable for any lost packages or damages caused due to shipping.
6. **Product Liability-** Milco Wire EDM, Inc. / dba Milco Waterjet will not be liable for damages caused which arises out of circumstances beyond Milco's reasonable control.
7. **Court Fees-** The customer agrees to pay reasonable attorney's fees and court costs when action is necessary to recover all or any portion of the monies due to Milco Wire EDM, Inc. / dba Milco Waterjet.
8. **Alterations-** No agent or representative is authorized to alter these rules.
9. **Inspections-** The seller shall maintain a quality management program which will achieve control of the quality of suppliers and services furnished. All rejects shall be held at Sellers risk and expense, including all transportation and handling costs, until returned to Seller or corrected by Seller.
10. **Supplementary Information-** Any specifications, drawings, notes, instructions, engineering notices, or technical data referred to in this order shall be deemed to be incorporated herein by reference as in fully set forth. In case of any discrepancies or questions, refer to Buyer for decision, instructions, or for interpretation.
11. **Force Majeure-** Any delay or failure of either Party to perform its obligations under Buyer's Order shall be excused if such delay or failure is the result of an unforeseeable event or occurrence beyond the reasonable control of such Party, and without such Party's fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), terrorism, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes, and slowdowns), inability to obtain power, utilities, materials, equipment, transportation, or court injunction. If such delays exceeds thirty (30) calendar days, Buyer shall be entitled to terminate the Order without further liability, except for Goods already delivered by Seller and accepted by Buyer prior to the date of such termination.
12. **Disaster Recovery Plan/Business Continuity Plan-** In case of a disaster, the emergency call list will need to be used. General duties of the disaster recovery coordinator are discussed. The coordinator will make assignment of personnel in the major areas to specific tasks during the recovery stage. Disaster Recovery Coordinator- President/Owner Steve Miller.
13. **Forced Labor and Human Trafficking-** Milco is committed to ensuring that its suppliers do not use Forced Labor or engage in Human Trafficking. Milco's employee handbook establishes that working conditions are safe, workers are treated with respect and dignity as understood by the international community, and business operations are environmentally responsible and conducted ethically. Both Milco and its suppliers are expected to honor this commitment. Milco's approved suppliers are required to conduct due diligence on the presence of Forced Labor in their supply chain.



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14. **Conflict Minerals-** Milco is committed to compliance with Section 1502 of the U.S. Wall Street Reform and Consumer Protection Act. To satisfy customer requirements and the goals of the Act, Milco and its suppliers will strive to provide only conflict free products through responsible and appropriate sourcing activities. Milco's approved suppliers are required to conduct due diligence on the presence of Conflict Minerals in their supply chain.
15. **Product Safety-** Ensure product safety throughout part life cycle by flow down of all product safety issues and safety critical items.
16. **Ethical Behavior-** Foster a consistent culture of ethical conduct in its supply chain. Compliance with, and requires its supply chain to comply with, all applicable state, national, and international laws, rules and regulations relating to ethical and responsible standards of behavior, including, without limitation, those dealing with human rights (including, without limitation, human trafficking and slavery and conflict mineral sourcing), environmental protection, sustainable development and bribery and corruption, including any legislation or regulation implementing these Principles.
17. **Other Requirements** – See purchase order for additional requirements.