

Chinook Enterprises

Purchase Order Terms and Conditions

P1 – Offer and Acceptance

This Purchase Order is an offer to purchase and is limited to the terms and conditions stated herein. Any terms and conditions contained in quotations or similar forms of Seller which are in addition to, or different from these terms and conditions, are hereby rejected and shall not become part of the agreement between the parties without Buyer's written consent.

P2 – Shipment/Delivery

Shipments or deliveries listed on the Purchase Order shall be made with the specified quantities, without shortages or excess, and in the time frame listed. Seller shall notify the Buyer in writing or via electronic communication, of any anticipated or known delay in delivery of products and list the reason(s) for the delay and the action being taken. If requested by Buyer, Seller shall expedite the delivery via air or overnight service to minimize the delay.

P3 – Packing

Seller shall package product in a manner that prevents damage during transportation. Charges for packaging are included in the price unless specified in the Purchase Order. Packing slips must accompany all shipments and include the following information at a minimum:

- (a) Seller's name and address
- (b) Chinook Enterprises Purchase Order number
- (c) Part number(s) on Purchase Order
- (d) Quantity ordered/shipped
- (e) Sold to and shipped to, as applicable

P4 – Inspection, Acceptance, and Warranty

All products delivered under this Purchase Order are subject to inspection by Buyer before acceptance. Seller warrants that all products delivered under the Purchase Order will conform to all requirements, be of good quality and workmanship, and be free from defects and any claims of third parties. If the products do not perform to the Buyer's specifications or if any end user returns the products, Buyer shall return such products to the Seller and Seller shall accept returned product for a full refund of the original purchase price. Buyer shall be entitled to any and all warranties provided by the manufacturer of the products in addition to those provided by the Seller under the Purchase Order.

P5 – Refusal/Rejection

Buyer may reject or refuse acceptance of any or all products which are not in conformance with the requirements of the Purchase Order. Buyer shall notify Seller of any rejections in a timely manner. Seller shall be responsible for the cost of replacing or repairing nonconforming product including freight or transportation costs.

P6 – Price

Prices stated on the Purchase Order are F.O.B. Buyers place of business unless otherwise stated in the Purchase Order or specifically agreed to, in writing, by both parties.

P7 – Risk of Loss

Until acceptance of product, Seller assumes all risk of loss and damage to the product, if any.

P8 – Title/Delivery

All title, rights, and interest in the products pass to the Buyer upon delivery and acceptance of product. Delivery shall be deemed to occur after receipt of product at Buyer's place of business and Buyer's acceptance.

P9 – Compliance with Laws

With the acceptance of this Purchase Order, the Seller warrants that all products furnished have been produced in compliance with all federal, state and local laws, regulations, and ordinances.

P10 – Billing

A separate, itemized invoice shall be sent to the address listed on the Purchase Order to the attention of the Accounts Payable Department. The invoice must contain the Purchase Order number, product description, quantity, unit price, and total price. Invoicing on this Purchase Order should be mailed to:

**Chinook Enterprises
Attn: Accounts Payable
2026 N. LaVenture Road
Mount Vernon, WA 98273**

P11 – Indemnity

Seller assumes liability and shall indemnify, protect, save, and keep harmless and defend Buyer and its Director, Officers, Managers, Board of Directors, and Employees from any and all liabilities resulting from any manner arising out of or incidental to the performance of this Purchase Order.

P12 – Tools

If Buyer furnishes equipment or tooling or pays for such equipment to produce Buyer's products, Seller assumes responsibility for loss or damage of Buyer furnished equipment. Such equipment will be used to produce Buyer's product only unless agreed otherwise by both parties.

P13 – No Disclosure

Seller shall not reveal any specifications, designs, or information supplied by Buyer to any third party without the prior written consent of the Buyer. Any information the Seller

discloses to Buyer regarding this Purchase Order shall be deemed confidential unless otherwise specified in writing.

P14 – Applicable Law

This Purchase Order or any other agreement resulting from it shall be deemed to have been made in the State of Washington and shall be governed in accordance with the laws of the State of Washington.

P15 – Termination

- (a) **Without Cause:** Buyer may terminate all or any part of this Purchase Order at any time by written notice to Seller. Upon such termination, settlement shall be made in accordance with Federal Acquisition regulations (FAR) 52.249-2 as in effect as of the date of the Purchase Order.
- (b) **With Cause:** If Seller fails to meet the terms and conditions of this Purchase Order, Buyer may (in addition to any other remedy provided by this Purchase Order) terminate all or any part of this Purchase Order.

P16 – Failure to Comply

If Seller fails to comply with any of the Purchase Order requirements, Buyer may terminate the Purchase Order for default. In lieu of this, however, Buyer may waive the Seller deficiency in return for an equitable reduction in the Purchase Order price.

P17 – Limited Liability

The Buyer's liability to Seller hereunder shall not, under any circumstances, be greater than the total dollar amount of the Purchase Order.

P18 – Right of Entry

The Buyer and/or regulatory agencies reserve the right of entry to monitor the records, quality system, production process, and products intended for sale to Buyer.

P19 – Basic Working Conditions

Seller commits that any material violation of law relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, applicable to Seller's performance under this Purchase Order may be considered a material breach of this Purchase Order for which Buyer may elect to cancel any open orders between Buyer and Seller, for cause, in accordance with the Purchase Order.

P20 – Acceptance Authority Media (AAM)

Seller shall, within its organization and supply chain, ensure that the use of AAM is clearly defined within its Quality Management System. Seller shall maintain compliance to the AAM requirements by assessing its process and supply chain as part of its internal audit activities.