



PURCHASE ORDER TERMS AND CONDITIONS

Acknowledgment of Purchase Order

Supplier's acknowledgement of receipt of any HFI purchase order required. Suppliers may acknowledge purchase orders by returning a signed copy of the purchase order via facsimile or email confirmation.

Acceptance of Purchase Order / Terms and Conditions

Supplier's acknowledgement or acceptance of payment represents full acceptance of the respective HFI Purchase Order as well as the Terms and Conditions.

Price

Price shall remain constant throughout the life of the purchase order. In the event of a price increase, HFI shall be notified of the pending increase in writing and provided with a minimum of six weeks to accept the proposed increase. Such increases would not apply to any unshipped materials previously scheduled prior to acceptance of the increase.

Changes

HFI may at any time, by written notice, make changes within the general scope of the purchase order. The changes could come within any but not limited to any of the following: drawings, designs or specifications, method of packing or shipping, ship to locations, and delivery schedule. Any claim for an adjustment made to the delivery schedule must be submitted by the supplier to HFI within 3 days from the notice of the change to be considered.

Charges to the Supplier

In the event that a supplier is unable to meet its confirmed delivery schedule resulting in a subsequent work stoppage at HFI, or results in penalty charges to HFI by its customers for failure to meet delivery, HFI reserves the right to charge back the actual cost of the work stoppage and / or penalty charges to the supplier.

Delivery

All orders are due on the delivery date stated on the purchase order unless they are changed and agreed to in writing. If the delivery date cannot be met, HFI shall be notified promptly.

Excess Shipments

Materials shipped to HFI in advance of the schedule or in excess of the amount listed on the purchase order may be returned to the supplier at supplier's expense.

Transportation / Freight Responsibility

All orders in which HFI bears freight responsibility will be shipped via the carrier specified by HFI. Failure to use the specified carrier will result in a chargeback of delivery charges to the supplier. In the event of multiple shipments being required to fulfill an order, supplier assumes freight responsibility after the first shipment, unless they are agreed to prior to shipment and confirmed in writing.

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Quality and Inspection

Unless previously agreed to in writing, all products must be as specified in this purchase order and / or any related drawings, designs or specifications. If for any reason specifications are omitted, incomplete or changed, suppliers must notify HFI in writing prior to the purchase order being processed. HFI will then evaluate whether the change will affect the finished product and advise the supplier to continue or discontinue processing the order. HFI expects all material to be free of defects and must comply with all applicable specification tolerances and quality standards. All materials are subject to inspection. If through inspection materials are found to be non-conforming and require additional inspection, supplier assumes responsibility for incurred expenses, and for corrections made to materials as deemed necessary by HFI. HFI reserves the right to return in whole or part for full credit at the expense of the supplier, any shipments failing to meet HFI inspection criteria. Product replacement shall be optional and determined by HFI.

Quality and Inspection

For inspection and containment at HFI suppliers are to choose a preferred vendor from the following list:

1. 2AM Group: <http://www.2AMGroup.com>
2. Advantage Inspection Services: <http://aissorting.com/>
3. The PIC Group: <http://thepicgroup.com/>