



Appendix A - Standard Terms and Conditions

1. TERMS OF AGREEMENT

The Purchase Order, together with these Terms and Conditions, and any attachments, specifications, drawings, instructions, and other information, whether physically attached or incorporated by reference, constitutes the complete and final agreement between Buyer and the Seller identified in the Purchase Order. Buyer expressly objects to any terms or conditions different from or in addition to the terms of the Purchase Order, whether communicated orally, or contained in any order acknowledgment, quotation, invoice, or any other documents modifying the Purchase Order. Any such modifications will not be binding upon the Buyer unless accepted in writing by an AJPS authorized representative. Seller's electronic or written acceptance acknowledgment of the Purchase Order or commencement of performance constitutes Seller's acceptance of these Terms and Conditions.

2. DELIVERY – TIME IS OF THE ESSENCE

- 2.1 Seller shall not make delivery earlier than the date shown without written consent of Buyer. If goods are shipped in advance of scheduled delivery date, Buyer may return them or store them at Seller's expense. Acceptance by Buyer of late deliveries shall not relieve Seller of the obligation to make future deliveries on schedule.
- 2.2 Seller will immediately notify Buyer if delivery is delayed or is likely to be delayed for any reason. Buyer's acceptance of Seller's notice will not constitute Buyer's waiver of any of Seller's obligations.
- 2.3 Unless otherwise agreed, delivery shall be FOB point of destination. Title shall pass to Buyer upon acceptance at the final delivery point. Risk of loss or damages following shipment and prior to acceptance by Buyer shall be the responsibility of the Seller.

3. PACKAGING AND SHIPMENT

- 3.1 Seller will preserve, pack, package and handle the Products so as to protect from loss or damage and in accordance with standard commercial practices in absence of any specifications Buyer may provide. In the event the packaging is deemed to be inadequate by Buyer, the Seller shall make all mutually acceptable changes, at no additional cost, to rectify the packaging to a standard.
- 3.2 Seller will include with each delivery of Products a Packing List and a Certificate of Conformance (if applicable) identifying the Purchase Order number, the Buyer's part number for each of the Products (if applicable), a description, the quantity of each of the Products, and the date of shipment.
- 3.3 Buyer's Purchase Order number and Buyer's part numbers must be plainly marked on all invoices, packages, bills of lading, certificate of conformance and any other documents.
- 3.4 Buyer's count or weight will be final and conclusive on shipments.
- 3.5 Seller warrants that all shipments are made in strict compliance with all applicable Federal, State and Local hazardous materials laws and regulations.
- 3.6 Under no circumstances will charges be allowed for transportation, packing materials or handling unless stated in the Purchase Order. Seller's shipping charges shall reflect discounts received by Seller from freight transporters.

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4. OVERSHIPMENTS

Products delivered in excess of quantity specified may be retained by Buyer at no additional cost.

5. CHANGES

Buyer may, at any time prior to shipment, make changes in any one of the following: applicable designs, drawings or specifications, method of shipment or packing and place or time of delivery. If a change causes an increase or decrease in the cost of or time required for Seller's performance, an equitable adjustment shall be made. Seller will request in writing an equitable adjustment no later than fifteen days from Seller's receipt of Buyer's notification of change. Seller will proceed pending negotiation of an equitable adjustment and amendment of the Purchase Order.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 Seller represents and warrants that it has the full power to enter into the Purchase Order and to perform its obligations.
- 6.2 Seller will not disclose to Buyer, bring onto Buyers premises, or induce Buyer to use any confidential or proprietary information that belongs to anyone other than Buyer or Seller that is not covered by a non-disclosure agreement between Buyer and Seller.
- 6.3 Buyer warrants and represents to Seller that it has the full power to enter into the Purchase Order and to perform its obligations under the Purchase Order.
- 6.4 Seller warrants that the price is as low as any price given to any other customers for like material and quality.



- 6.5 Seller represents and warrants that the Items and Services provided hereunder: (i) shall conform to the requirements of the Order, the applicable specifications, and, to the extent not inconsistent therewith, Seller’s documentation; (ii) shall be merchantable; (iii) shall be fit for the use intended by Buyer, whether expressed or reasonably implied, and/or which is stated on any packaging, labeling, or advertising; (iv) shall be free from security interests, liens, or encumbrances and of good title; (v) will not infringe or otherwise violate the intellectual property rights of any third party, and (vi) are and when delivered to Buyer shall be free from viruses, spyware, and other similar harmful and destructive code designed to damage, destroy, reveal, or alter any software, hardware, or data, permit unauthorized access to any software or hardware, or disable any program automatically. Seller represents and warrants that for a period of twelve (12) months after final acceptance the Items furnished hereunder shall be free from defects in material, workmanship, design, and fabrication. In the case of latent defects, Buyer’s right to corrective action by Seller shall commence upon Buyer’s discovery of the latent defect and notification of Seller thereof.
- 6.6 Seller represents and warrants (i) its performance of the Order does not and will not violate or conflict with any agreement to which Seller is a party; (ii) there is no pending or threatened litigation that would have a material adverse impact on its performance under the Order, (iii) Seller or any of its officers or directors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and (iv) it will perform all Services in a professional and competent manner using properly qualified and trained personnel with the degree of skill and judgment normally exercised by recognized professionals delivering or performing the same or similar services.
- 6.7 Remedies for breach of any of these warranties shall be at Buyer’s election, including those specified in Article 5(d) (Quality Control and Non-Conformance) for non-conforming Items and Services. Seller shall follow the procedure set forth in Article 19.5 (Quality Control and Non-Conformance). Any Items or Services corrected or replaced pursuant to this Warranty Article shall be subject to all provisions of this Warranty Article to the same extent as Items and Services initially delivered.
- 6.8 The warranties set forth herein shall survive inspection, test, final acceptance, and payment of Items and Services. The approval by Buyer of Seller’s design or material used or Buyer’s inspection of same shall not relieve Seller from any obligations under the warranties set forth in the Order. The warranties set forth in the Order shall run to Buyer, Buyer’s customers, and any users of the Items or Services, and shall not be deemed to be the exclusive rights of Buyer but shall be in addition to other rights of Buyer under law, equity, or the terms of the Order.

7. PRICE AND PAYMENT

- 7.1 Unless otherwise specified in the Purchase Order, the price for the Products includes all taxes and other charges. Seller will, at Buyer’s request, itemize pricing for all such taxes and other charges in its invoices.
- 7.2 Buyer will pay Seller the price set forth in the Purchase Order within the timeframe negotiated with that Seller following the later of:
 - 7.2.1 The date of Buyer’s acceptance of all Products.



- 7.2.2 Buyer’s receipt of a properly prepared invoice, which must include the Purchase Order number and Buyer’s part numbers.
- 7.2.3 Payment will be in United States currency and if not, Buyer will determine the local currency equivalent of the price as of date of payment. Buyer may at any time offset any amounts Seller owes Buyer against any amounts Buyer owes to Seller or any of its affiliated companies.

8. CANCELLATION

Buyer may at any time terminate the Purchase Order for its convenience or for Seller’s breach, in whole or in part. If the Purchase Order is terminated for Seller’s breach of the Terms and Conditions, or failure to make sufficient progress, Seller shall have no claim against Buyer for any costs incurred or any profit with respect to the terminated or canceled portion of the Purchase Order. The Seller will be liable for all damages allowed in law or equity, including the excess cost of reprocurring similar Products. If the Purchase Order is terminated for Buyer’s convenience, Seller will be compensated to the extent that Products have been accepted by Buyer prior to the effective date of termination. Other than to this extent, Buyer shall not be liable to Seller for any damages on account of its failure to accept all of the Products ordered.

9. RIGHT OF INSPECTION AND REJECTION

Products supplied by Seller shall be received subject to Buyer’s inspection and approval within a reasonable time after delivery. Buyer reserves the right to reject defective and non-conforming Products and return at Seller’s expense. Payment for the Products shall not be deemed acceptance. No Products returned to the Seller as defective or non-conforming shall be replaced except upon Buyer’s formal authorization.

10. INDEMNITY

- 10.1 Seller shall defend, indemnify, and hold harmless Buyer from and against all claims, liability, judgments, loss, damage, fees and expenses (including attorney’s fees) which Buyer may hereafter suffer itself or incur because of injury (including death) to any persons or damage to property arising out of any defect in the Products.
- 10.2 Seller shall defend, indemnify, and hold harmless Buyer from and against all claims, liability, judgments, fees, and expenses arising from allegations or claims of infringement of the Products or their use upon any patents, copyrights, or trademarks. Buyer agrees to give Seller prompt notice in writing of any such allegations or claim. Upon such notice, Seller shall, at its expense, either procure for Buyer or Buyer’s customer the right to continue using the Products, replace same with non-infringing Products or modify the Products so they are non-infringing.

11. COMPLIANCE WITH LAWS

By accepting the Purchase Order, Seller represents and warrants that the Products furnished may have been or will be manufactured and sold in compliance with all relevant Federal, State, and Local laws, ordinances, and regulations. The Purchase Order and the performance of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Florida.



12. ELECTRONIC PURCHASE ORDER

Buyer and Seller agree that if the Purchase Order is transmitted electronically, neither Buyer nor Seller shall contest the validity of the Purchase Order on the basis that the Purchase Order contains an electronic signature.

13. CONFIDENTIALITY/PROPRIETARY INFORMATION

Information provided by AJ's Power Source, Inc. (AJ's) to Seller remains the property of AJ's. Seller agrees to comply with the terms of any Proprietary Information Agreement with AJ's and to comply with all proprietary information markings. Seller agrees not to use any of AJ's provided information for any purpose except to perform this Purchase Order and agrees not to disclose such information to third parties without the prior written consent of AJ's.

14. GOVERNMENT PRIORITY RATING

If the Purchase Order is identified as a DO or DX "rated Order" certified for national defense use under the Defense Priorities and Allocations Systems (DPAS) (15 CFR 700), then the Seller shall comply with all provisions of the Defense Priorities and Allocations Systems regulations (15 CFR 700).

15. RECORD RETENTION

All records associated with a Purchase Order shall be retained and made available to the Buyer upon request for a period not less than 7 years from the date of order fulfillment, as required by a customer flow down, or as required by law, whichever is longer. These records include, but are not limited to: purchasing documents for procurement of materials, components, products, and services to be incorporated into the finished product; all records and documents required for product or process approvals and validations; job travelers, traceability records, material certificates, inspection and test results, etc.; inspection, measuring, and test equipment calibration certificates; and corrective action records.

16. FURNISHED PROPERTY

16.1 Buyer may provide drawings, tools, dies, fixtures, materials, and other property owned by Buyer or Buyer's customer (the "Furnished Property") solely for Seller to use in the performance of the Order. All rights, title, and interest in the Furnished Property shall remain with Buyer or Buyer's customer. Seller shall clearly mark, maintain an inventory, and keep segregated or identifiable all of the Furnished Property. Seller shall manage, maintain, and preserve the Furnished Property in accordance with good commercial practice, and upon Buyer's reasonable request, provide Buyer written records of Seller's management, maintenance, and preservation of the Furnished Property, including any inventory lists. The Furnished Property shall be promptly returned to Buyer on request or upon completion or termination of the Order. If Seller fails to return the Furnished Property upon Buyer's demand, Buyer shall have the right, upon reasonable notice, to enter Seller's premises and remove any such property at any time without being liable for trespasses or damages of any sort. Except for reasonable wear and tear, Seller assumes all risk of loss, destruction, or damage of Furnished Property while in Seller's possession, custody, or control. Upon request, Seller shall promptly provide Buyer



with adequate proof of insurance against such risk of loss. Seller shall promptly notify Buyer of any loss or damage to the Furnished Property.

16.2 With respect to Government Furnished Property or property under the Order to which the Government may take title: (i) FAR 52.245-1 shall apply and is incorporated by reference; and (ii) Seller shall provide to Buyer immediate notice of any disapproval, withdrawal of approval, or nonacceptance by the Government of Seller's property control system. Seller shall include this Furnished Property Article in all of its lower tier subcontracts and notify Buyer and obtain approval prior to passing Furnished Property to any lower tier subcontractor.

17. CONFLICT MINERALS

By accepting these terms and conditions, Seller agrees to timely (no later than thirty (30) calendar days subsequent to the request) respond, to the best of its knowledge and belief following a reasonable country of origin due diligence inquiry in accordance with the framework in the Organization for Economic Cooperation and Development Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or other prevailing industry standard, to any request by, or on behalf of, Buyer for information on the origin, source, and chain of custody information of tin, tantalum, tungsten, and gold ("3TG") minerals necessary to the functionality or production of a product manufactured by Seller. Seller agrees to provide Buyer timely notice when Seller becomes aware that any 3TG minerals in an Item it supplies to Buyer finances or benefits armed groups in the Democratic Republic of Congo or an adjoining country. Seller understands and acknowledges that any information Seller provides may be used by Buyer to comply with its reporting obligations under the Rule 13p-1 of the Securities and Exchange Act of 1934, as amended and the Dodd-Frank Wall Street Reform and Consumer Protection Act, including filing a Form SD and Conflict Minerals Report with the U.S. Securities and Exchange Commission.

18. COUNTERFEIT PARTS:

18.1 For purpose of this Article, the following definitions apply:

- (i) "Authorized Aftermarket Manufacturer" or "AAM" means an entity that fabricates a Part under a contract with, or with the express written authority of, the Original Manufacturer based on the Original Manufacturer's designs, formulas, and/or specifications, usually due to the Original Manufacturer's decision to discontinue production.
- (ii) "Authorized Distributor" or "AD" means a distributor authorized in writing by an Original Manufacturer to distribute product within the terms of a contractual agreement. The term Franchised Distributor is synonymous with AD.
- (iii) "Authorized Reseller" means a reseller that purchases Parts either from the Original Manufacturer or their ADs within the terms of a contractual agreement and then sells the part to the end user. Some Parts an Authorized Reseller would handle include Commercially Available Off-The-Shelf (COTS) assemblies and commodities and Information Technology (IT) equipment, hardware, fasteners, and raw materials.



- (iv) “Authorized Source” means an Original Manufacturer, AD, AAM, Authorized Reseller, or other supplier approved by Buyer in writing that obtains Parts exclusively from an Original Manufacturer, AD, or AAM.
- (v) “Contract Manufacturer” means a company that produces goods under contract for another company under the label or brand name of that company.
- (vi) “Counterfeit Part” means (1) an unauthorized copy, imitation, substitute, or modified part, which is knowingly misrepresented as a specified genuine part of the original manufacturer, or (2) a previously used Electrical, Electronic, and Electromechanical Part that has been modified and is knowingly misrepresented as new without disclosure to Buyer that it has been previously used. Examples of a Counterfeit Part include, but are not limited to, the false identification of grade, serial number, date code, or performance characteristics. NOTE: This definition shall be read so as not to conflict with the definition for “counterfeit electronic part” cited in DFARS 252.246-7007 (Contractor Counterfeit Electronic Part Detection and Avoidance System), where that definition shall govern to the extent that clause applies.
- (vii) “Electrical, Electronic, and Electromechanical Part” or “EEE Part” means a component designed and built to perform specific functions using electricity and is not subject to disassembly without destruction or impairment of design use. Examples of an electrical part include but are not limited to resistors, capacitors, inductors, transformers, and connectors. Examples of an electronic part include but are not limited to active devices, such as monolithic microcircuits, hybrid microcircuits, diodes, and transistors. An electromechanical part is a device that has electrical inputs with mechanical outputs, or mechanical inputs with electrical outputs, or combinations of each, including but not limited to motors, synchros, servos, and relays. Although some electromechanical parts may typically be referred to as assemblies, for the purpose of these terms, they are considered to be electromechanical parts.
- (viii) “Independent Distributor” means a distributor that purchases parts (typically from excess inventories) from an Original Manufacturer, Contract Manufacturer, or other distributor (authorized or independent) with the intention to resell them back into the market to other Original Manufacturers, Contract Manufacturers, or other distributors. Independent Distributors do not have contractual agreements with the Original Manufacturer.
- (ix) “Original Component Manufacturer” or “OCM” means an entity that designs and/or engineers a Part and is entitled to any intellectual property rights to that Part. The Part and/or its packaging is typically identified with the OCM’s trademark. OCMs may contract out manufacturing and/or distribution of their Part. Different OCMs may produce or supply Parts for the same application or to a common specification.
- (x) “Original Equipment Manufacturer” or “OEM” means a company that manufactures and assembles Parts that it has designed from purchased materials/components and sells those Parts identified and labeled under the company’s brand name.
- (xi) “Original Manufacturer” means an OCM or OEM.



(xii) "Part" means broadly all parts, including EEE Parts, products, materials, chemicals, assemblies, subassemblies, hardware, and all other components or pieces of components that may go into an Item. A Part can also be an Item.

18.2 Authorized Acquisitions.

(i) Seller shall purchase or acquire all Parts directly from Authorized Sources. SELLER SHALL NOT PURCHASE PARTS FROM OR USE INDEPENDENT DISTRIBUTORS TO SUPPLY PARTS WITHOUT THE PRIOR WRITTEN CONSENT OF BUYER.

(ii) Authorized Distributors shall only purchase EEE Parts directly from the Original Manufacturer. Buyer will not accept EEE Parts from other ADs or Independent Distributors without prior written authorization.

(iii) Contract Manufacturers and Authorized Resellers (including any Contract Manufacturer or Authorized Reseller providing Maintenance Repair and Overhaul (MRO) services) shall only purchase Parts from the Original Manufacturer or their ADs.

18.3 Seller shall implement and control processes appropriate to Seller's organization and the Items for the prevention of Counterfeit Parts or suspect Counterfeit Parts use and inclusion in the Items. Seller's Counterfeit Parts prevention processes shall address the following: (i) training of appropriate persons in the awareness and prevention of Counterfeit Parts; (ii) application of a Parts obsolescence monitoring program; (iii) controls for acquiring externally provided Parts from Original Manufacturers or Authorized Sources; (iv) traceability requirements of Parts to the Original Manufacturer and Authorized Source; (v) verification and test methodologies to detect Counterfeit Parts; (vi) monitoring of Counterfeit Parts reporting from external sources; (vii) quarantine and reporting of suspect or detected Counterfeit Parts, including preventing reentry into the supply chain. If Seller provides EEE Parts, Seller shall implement a counterfeit electronic parts detection and avoidance system compliant with the requirements of SAE standard AS5553 or an equivalent generally accepted standard.

18.4 Seller shall not furnish Counterfeit Parts or suspect Counterfeit Parts to Buyer under an Order. Seller shall provide to Buyer or use in Items delivered to Buyer only new and authentic Parts, traceable to the Original Manufacturer. For all purchases, Seller shall ensure the Part remains unchanged from the Part sold by or acquired from the Original Manufacturer and the certifications show the chain of custody from the Original Manufacturer. Upon request, Seller shall provide authenticity and traceability records to Buyer. Seller shall immediately notify Buyer in writing if Seller cannot provide a Part traceable to the Original Manufacturer. Upon receipt of such notification, Buyer reserves the right to terminate the Order at no cost to Buyer and/or require Seller, at Seller's cost, to assist Buyer with material validation testing and inspection at an independent test facility of Buyer's choice.

18.5 If Seller becomes aware or suspects that it has furnished a Counterfeit Part to Buyer under the Order, Seller shall promptly notify Buyer of such no later than forty-eight (48) hours after discovery. Seller shall not invoice any Counterfeit Part or suspected Counterfeit Part. Any Counterfeit Part or suspected Counterfeit Part that has already been invoiced shall be deducted from the value of the Order. Buyer may, at Buyer's sole option, elect not to return the Counterfeit Part or suspected Counterfeit Part to Seller. If Buyer chooses to return the Item or Part to Seller for Seller to remove the Counterfeit Part or



suspected Counterfeit Part, Buyer requires Seller provide a certification of destruction through an independent third party chosen by Buyer to prove Seller’s destruction of the Counterfeit Part or suspected Counterfeit Part. Seller shall replace, at Seller’s own expense, such Counterfeit Part with apart from an Original Manufacturer or a Buyer-approved Part that conforms to the requirements of the Order. Seller shall be liable for all costs related to (i) the investigation and traceability of any Counterfeit Part or suspected Counterfeit Part, (ii) the replacement of any Counterfeit Part, and (iii) any testing or validation necessitated by the installation of authentic Items or components of Items after a Counterfeit Part has been replaced. Buyer’s remedies shall not be limited by the Warranty Article in the Order and are in addition to any remedies Buyer may have at law, equity, or otherwise under the Order. Seller shall include this Counterfeit Parts Article in all of its lower tier subcontracts.

19. QUALITY CONTROL AND NON-CONFORMANCE:

- 19.1 Seller and its suppliers and subcontractors shall establish and maintain a quality management, inspection, safety, and counterfeit parts program acceptable to Buyer and consistent with current industry standards (e.g., ISO9001, AS9100, AS9115, AS9120, AS5553, AS6496, AS6174, etc.). Seller shall permit Buyer to review procedures, practices, processes, and related documents to determine such acceptability. Seller shall have a continuing obligation to promptly notify Buyer of any violation or deviation from Seller’s approved inspection/quality control system and to advise Buyer of the quantity and specific identity of any Items or Services provided to Buyer during the period of any such violation or deviation. If Seller learns of any violations of its obligations under this Quality Control and Non-Conformance Article, Seller shall within forty-eight (48) hours notify Buyer and within sixty (60) calendar days must rectify the non-compliance issues. If the violation is not corrected and certification has not taken place within this time frame, then Buyer at its sole discretion may terminate the Order. Seller will notify Buyer of any changes that affect quality within twenty-four (24) hours of that change. These changes include, but are not limited to, changes in key management or personnel, changes in source of supply of key materials, and changes in address or site configuration.
- 19.2 Subject to applicable national security regulations, Seller shall provide Buyer and Buyer’s customer right of access, on a non-interference basis, to any area of Seller’s or Seller’s supply chain sub-tier premises where any part of the work is being performed. Seller shall flow this requirement down to its sub-tier supply chain suppliers and subcontractors as a condition of the Order. Seller shall, without additional costs to Buyer, provide all reasonable in-plant accommodations, facilities, and assistance for the safety and convenience of Buyer and Buyer’s representatives in the performance of their duties.
- 19.3 An Order may include requirements for design, test, inspection, verification (including production process verification), use of statistical techniques for product acceptance, and related instructions for acceptance by Buyer, and as applicable, critical items including key characteristics and requirements for test specimens (e.g., production method, number, storage conditions) for design approval, inspection/verification, investigation or auditing. Seller shall properly test and inspect its Items in accordance with the Order requirements and applicable law. Buyer and Buyer’s customer shall have the right, but not the obligation, to inspect and test material, work in process, services and supplies. Seller shall keep and maintain inspection, test, and related records, for a period of six (6) years following completion of the Order. Seller shall allow copies to be made and shall furnish all records required by Buyer or Buyer’s customer.



- 19.4 Seller shall notify Buyer within forty-eight (48) hours upon Seller’s discovery that any Item or Service is non-conforming. If Seller delivers a non-conforming Item or Service, Buyer may, at its option and Seller’s expense: (i) return the Item for refund or credit; (ii) accept all or part of the Item or Service at a mutually agreed upon price reduction or other consideration; (iii) require Seller to promptly correct or replace the Item or Service; (iv) obtain a conforming Item or Service from another source; (v) cancel the Order for default, or (vi) exercise any other applicable rights or remedies. Buyer shall specify in writing the reason for any rejection of a non-conforming Item or Service. If Buyer elects to return the non-conforming Item or Service, Seller shall provide disposition instructions regarding the non-conforming Item or Service, and if applicable, the date the non-conforming Item or Service will be repaired or replaced and returned to Buyer. Seller shall bear all risk of loss for the non-conforming Item or Service and be liable for any increase in costs, including removal, re-procurement, repair, and reinstallation costs, attributable to Buyer’s rejection and any costs associated with Buyer’s root cause corrective analysis of the non-conforming Item or Service. In the event of any costs incurred by Buyer related to a root cause corrective analysis, Seller shall reimburse Buyer any outstanding costs not covered by an equitable price reduction within thirty (30) calendar days. If Buyer rejects an Item or Service as non-conforming and Seller does not acknowledge Buyer’s rejection and plan of disposition for the Item or Service within two (2) business days, Buyer will be entitled to dispose of the non-conforming Item or Service without liability to Seller. Additionally, Buyer may elect to return the non-conforming Item or Service back to Seller at Seller’s risk of loss and expense.
- 19.5 Buyer’s payment for any non-conforming Item or Service will not constitute final acceptance by Buyer, limit or impair Buyer’s right to exercise any rights or remedies or relieve Seller of responsibility for the non-conforming Item or Service. In the event Buyer decides for any reason to accept a non-conforming Item or Service, any costs incurred by Buyer for testing, evaluating, and manufacturing relating to the design changes to the Item or Service, shall be responsibility of Seller, and Seller may not pass along any costs in relation to the design changes.
- 19.6 Final acceptance by Buyer of the Items or Services provided hereunder shall take place only after complete delivery of all Items or Services in accordance with the delivery schedule specified in the Order, or later as agreed upon by the Parties in writing, and after final inspection of those Items or Services by Buyer and Buyer’s customer. Final acceptance shall be contingent upon agreement by Buyer and Buyer’s customer that the Items or Services conform to the requirements of the Order. Final acceptance by Buyer is final, except for latent defects, negligent or intentional misrepresentations by Seller that a nonconformity or defect would be or has been cured or did not exist, acceptance induced by false or negligent assurances of Seller, or as otherwise provided in the Order or applicable law. Final acceptance by Buyer of the Items or Services delivered hereunder shall not limit, void, or affect in any way the warranty or indemnity granted by Seller hereunder. Payment alone shall not constitute final acceptance of the Items or Services rendered. The requirements and obligations in this Quality Control and Non-Conformance Article are material terms of the Order.