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## General:

As a supplier (seller) to Hayes Bolt & Supply (HBS), your acceptance of any HBS Purchase Order confirms your agreement in meeting these General Terms and Conditions and shall supersede and replace any conflicting terms provided by Seller. You may be required to meet additional requirements or flow downs which will be noted on your Purchase Order and your acceptance of said Purchase Order (s) confirms acceptance of this agreement. Changes to any requirement in this agreement must be approved prior to shipment in writing by a member of HBS’ Management Team.

## Orders and Order Acceptance

Orders for Goods and Services shall require a Purchase Order placed by HBS’s authorized Procurement Team. Said Purchase Order will specify pricing, quantities, delivery requirements, shipping instructions, applicable specifications and any special requirements. HBS expects its suppliers to confirm receipt of a Purchase Order within two business days. If Supplier cannot meet the expected delivery time requirement, the Supplier must notify HBS within one business day of discovery of this information, HBS must accept this change in writing. HBS rejects any additional service, packing or freight charges unless agreed to in writing prior to shipment.

## Payment Terms

Payment terms shall be Net 30 from the date of invoice with the appropriate discounts allowed unless otherwise negotiated and agreed to in writing by both parties. Should the supplier ship or deliver products without appropriate paperwork including packing slips, certifications, test reports and expiration dates if required, HBS will change the invoice date due to adjust for the time it takes to receive the appropriate documentation.

## Packing and Shipping

The supplier shall ensure that the products provided are protected from damage during production, inspection, packing and shipping operations. Goods will be suitably prepared for shipment to secure the lowest transportation rates (unless HBS specifies a premium method) and comply with all carrier regulations. Supplier shall package goods to prevent damage or deterioration during shipping. Products found to be damaged upon receipt shall be subject to rejection.

## Shipping Tolerance

The quantity tolerance for all purchase orders shall be ±5% and NOT to exceed $10 USD. Any deviation from this tolerance must be approved by HBS prior to shipment.

## Conflict Minerals

Supplier must comply with the requirements of the Dodd Frank Act on Conflict Minerals. Should Supplier find that non-compliant material has been shipped to HBS, Supplier will notify HBS in writing within 60 days.

## Material Declarations, REACH and RoHS

If applicable, products shall carry appropriate certification to RoHS and REACH.

## Mercury and Mercury compounds

Supplier is responsible to ensure that product supplied have not been in contact with mercury or mercury compounds during manufacturing or subsequent processing.

## Certificate of Conformance

If specified on Purchase Order, supplier shall provide a certificate of conformance with each shipment, stating the product supplied meets all drawing, specification and purchase order requirements. Additional material certs may be required at the time of purchase and will be noted on the purchase order.

## Age Control

If a product supplied is subject to age control, the manufacturing/cure date and expiration dates shall be specified on the cert of conformance and or packaging. Unless otherwise agreed to in writing HBS requires 80% of the products shelf life to be remaining at the time of receipt.

## Inspection and Testing and Retention of Records

All inspections and tests (if required) must be performed prior to shipment to HBS. Any and all records relating to the performance of this agreement shall be retained and available for review by HBS for a minimum of 10 years from the date of shipment. HBS reserves the right to audit a supplier’s quality system and/or quality records pertaining to the performance of products or services provided.

## Insurance

Seller shall maintain and carry commercial general liability insurance.

## HAZMAT

Seller shall notify HBS of all HAZMAT/Dangerous goods while quoting goods prior to order acceptance. Seller shall advise HBS if special shipping methods are required prior to order acceptance. All HAZMAT items must be properly identified and marked per applicable laws and requirements.

## Non-Conforming Product

All product provided shall consist of new and authentic products only. If the Purchase Order calls out a specific manufacturer; supplying another manufacturer’s product shall be cause for rejection. If seller delivers non-conforming goods, HBS may return the goods for refund or credit at the seller’s expense. If a non-conformance is discovered by seller, prior to shipment, which does not affect form, fit, or function, a request for waiver may be submitted to HBS in writing. Seller must receive any change authorizations in writing from HBS prior to shipment. If HBS has reason to believe that goods provided contain suspect and/or counterfeit parts, HBS shall provide seller appropriate notice, impound the suspect parts and report to seller for full credit or replacement. Seller may be liable for all costs associated with the detection and disposal of Counterfeit product.

## Warranty

Seller warrants the goods delivered conform to the Purchase Order, shall be new, conform to the product’s specifications, and be defect free. Seller shall be liable for and save HBS harmless from any loss, damage, or expense that HBS may suffer from the breach of any of these warranties.

## Indemnification:

Seller shall indemnify, hold harmless and if required help defend HBS including HBS officers, directors, and employees against all claims, liabilities, damages, losses and expense connected with the products or services provided or implied on HBS’s Purchase Order.

## Disputes

The provisions of these Terms and Conditions shall be interpreted in accordance with the laws of the State of California, and any disputes related shall be subject to the exclusive jurisdiction of the state and federal courts located in San Diego, California.

Change Record

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| --- | --- | --- | --- |
| **Rev** | **Date** | **Responsible Person** | **Description of Change** |
| A | 28 May 2019 | M. Daigle | Initial release |
| B | 14 Mar 2024 | S.G. Nuanez | Added Conflict Minerals, Material Declarations, Certificate of Conformance, and Change Record. |