



## **KENTZY INTERNATIONAL, INC.®**

### **TERMS AND CONDITIONS**

#### **1. AGREEMENT TO TERMS**

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Kentzy International Inc ("Company," "we," "us," or "our"), and apply notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other document or communication ("Purchase Order") from buyer. We are registered in Texas, United States and have our registered office at 125 Richardson Ct, Ste 100, Allen, TX 75002. You agree that by issuing the PO, you have read, understood, and agreed to be bound by all these Terms of Use on Kentzy International Inc website. Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you place the order so that you understand which Terms apply. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which would subject us to any registration requirement within such jurisdiction or country.

#### **2. PRICES AND INVOICES**

Price of Goods shipped and/or services rendered against Kentzy PO must not be invoiced at a higher price than that shown on the face of this Order unless the prior written consent of Kentzy International Inc is obtained. Seller shall inform the buyer for any surcharge or price discrepancy and seller is not allowed to charge buyer directly prior receive the approval from buyer.

#### **3. ORDERS**

Seller shall follow the Products, unit quantities, part numbers, descriptions, applicable prices, ship to address and requested delivery dates. For custom part, seller needs to identify the "Rev" number on the drawing and seller is required to inform the buyer for any changes prior manufacturing the parts.

#### **4. SHIPPING & HANDLING**

Seller shall preserve, handle, package and pack the Goods to protect the Goods from loss or damage, in compliance with good commercial practice, specifications from Kentzy, government regulations and other applicable requirements. Seller shall be liable for any loss or damage due to its failure to properly preserve, handle, package or pack the Goods.

#### **5. RESTOCKING TERMS**

Seller shall be responsible to acknowledge the defect parts or goods within 90 days and 0% restocking fee shall be applied to the buyer. Seller is required to bear the shipping charge for all the approved RMA.

#### **6. WARRANTIES**

Over and above Seller's usual representations of warranty and/or implied warranties, Seller hereby expressly, unconditionally and irrevocably warrants that all Goods and/or services provided under this Order shall (i) conform strictly to design criteria, specification(s) which including general specifications and quality requirements, descriptions, drawings, samples, and any other requirements referred to in this Order and/or provided by Seller, (ii) be free from any defects in design, materials and workmanship, and (iii) be free of all liens, encumbrances and all other claims against title and intellectual property rights.

#### **7. INSPECTION AND ACCEPTANCE**

Seller's Goods are subject to Kentzy's inspection and acceptance. Payment for Goods delivered shall not in any event constitute acceptance. Goods shall only be deemed accepted upon counting, inspecting, and testing the said Goods and the same shall be confirmed by Kentzy.

KENTZY INTERNATIONAL INC. will communicate to external providers its requirements for the following (As needed):

- a) The processes, products and services to be provided including the identification of specifications, drawings, process requirements, instructions and other relevant technical data
- b) Approval of
  1. products and services
  2. methods, processes or equipment
  3. the release of products and services
- c) Competence including any required qualification of persons
- d) The external providers interactions with the organization
- e) Control and monitoring of the external provider's performance to be applied by the organization
- f) Verification or validation activities that the organization, or its customer, intends to perform at the external provider's premises

- g) design and development control
- h) critical items, including key characteristics
- i) test, inspection and verification (including production process verification)
- j) the use of statistical techniques for product acceptance and related instructions for acceptance by the organization
- k) the need to:
  - 1. implement a quality management system
  - 2. use customer-designated or approved external providers, including process sources (e.g., special processes)
  - 3. notify KENTZY INTERNATIONAL INC. of nonconforming processes, products or services and obtain approval for their disposition
  - 4. prevent the use of suspect unapproved, unapproved and counterfeit products (see 8.1.4)
  - 5. notify KENTZY INTERNATIONAL INC. of changes to processes, products or services, including changes of external providers or location of manufacture, and obtain their approval flow down to their external providers applicable requirements including customer requirements
  - 6. provide a certificate of conformity, test reports, or authorized release certificate, as applicable
  - 7. retain documented information, including retention periods and disposition requirements
- l) the right of access by the organization, their customer and regulatory authorities to the applicable areas of facilities and to applicable documented information
- m) ensuring persons are aware of their contribution to compliance and product safety and of the importance of ethical behavior

## **8. INSURANCE**

Seller shall be responsible to take out such insurance policies with sufficient cover as may be necessary in its ordinary course of business and in compliance with good commercial practice, unless the seller has received consent from Kentzy.

## **9. TERMINATION**

Kentzy may, by written notice to Seller, terminate all or any part of this Order as its sole discretion. In case of any partial termination. Seller shall continue to process the other parts from Kentzy order. Upon receipt of the said notice, Seller shall stop work immediately on any terminated portion of the Order in which event (i) there will be no charges for canceling Orders for standard, non-custom items and (ii) Kentzy may, in exercising its unfettered and absolute discretion, accept non-standard, custom and non-restock able items.

## **10. INDEMNITY**

Seller shall defend, indemnify and hold harmless to Kentzy, its subsidiaries, assigns, subcontractors, and customers from all claims, damages, losses, liabilities, expenses, costs, obligations, civil suits, and/or injuries whatsoever arising from and/or out of any actual or claimed infringements of patents, trademarks, service marks, industrial design, copyright with respect to the use and/or sale of Goods supplied by Seller. Kentzy shall notify Seller of such claim or demand and shall permit Seller to participate in the defense or settlement thereof. If an injunction issues due to any claim or action, the Supplier shall either, (i) procure for Kentzy and Kentzy's its subsidiaries assign, subcontractors and customers for the right to continue using the Goods, or (ii) replace the same with non-infringing Goods, or (iii) refund to Kentzy for the amount paid for such Goods that are returned to Seller or destroyed. Seller shall pay for rework expenses and incremental costs incurred by Kentzy to procure alternatives Goods required to fill Orders placed by Kentzy and accepted by Seller, provided always that his indemnification shall not apply to the extent custom Goods are manufactured to Kentzy's detailed designs and specifications.

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