

## TERMS AND CONDITIONS OF PURCHASE

EFINEA operates under the policy of ethical and legal business practices. As a part of our commitment to responsible sourcing and compliance with international trade regulations, the Company prohibits the supply of materials sourced from restricted countries, including but not limited to Russia, where such transactions may be subject to sanctions, embargoes, or trade restrictions imposed by relevant authorities.

By engaging in business with EFINEA, you agree not to supply any materials or products sourced from restricted countries, specifically Russia. You further affirm that any materials or products you provide to the Company are not in violation of international trade regulations or subject to any restrictions.

- 1. Compliance Certification: By accepting these terms and conditions, you certify that you are not engaging in any transaction involving materials sourced from restricted countries, including Russia, and that you will not supply such materials to EFINEA.
- 2. Warranty: The Vendor warrants to the Purchaser that the material on this purchase order will be free from defects in material and workmanship. It will be suitable for the purpose intended whether expressed or implied and meets all applicable industry standards.
- 3. This order is to be entered in accordance with price, delivery and specifications shown. Notify us immediately if you are unable to meet any of the requirements.
- 4. Certificates of Conformance and raw material mill certifications are required for all orders. Material must be RoHS compliant.
- 5. Inspection and Approval: All material furnished under this order is subject to inspection and approval of the Purchaser.
- 6. Over-shipment: The Vendor shall notify the Purchaser of any over or under shipments that are not within standard shipment tolerances.
- 7. Rejections: If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of the order, the Purchaser, in addition to any other rights at law or in equity which it may have under the above warranties or otherwise, shall have the right to reject and return such goods to Vendor at Vendor's sole cost and expense. Such goods shall not be replaced without suitable advanced written authorization from Purchaser.
- 8. The Vendor agrees to reimburse the Purchaser for any expense incurred due to non-conformity that is not visual at time of inspection.
- 9. Compliance with laws: The Vendor represents and warrants that it is in compliance with all goods and / or services supplied hereunder have been produced in compliance with the applicable provision of all federal, state or local laws or ordinances and all related lawful orders, rules and regulations.

THE EQUAL EMPLOYMENT OPPORTUNITY CLAUSE IN SECTION 202 OF EXECUTIVE ORDER No. 11246, AS AMENDED, RELATIVE TO EQUAL EMPLOYMENT OPPORTUNITY AND THE IMPLEMENTING RULES AND REGULATIONS OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE ARE INCORPORATED HEREIN BY SPECIFIC REFERENCE.

EFINEA Quality Clauses are available at <a href="https://www.efineametals.com">www.efineametals.com</a> – About / Quality Control, Compliance Certificates