



## TERMS AND CONDITIONS FOR SUPPLIERS

- **DEFINITIONS:**
  - **Aptek** refers to Aptek Laboratories, Inc.
  - **Supplier** refers to the entity which is receiving the Purchase Order and fulfilling the actual Purchase Order. The Supplier may be a Distributor, Manufacturer, Producer, Retailer, Provider of a Service or Information, or any other entity empowered to sell the goods or services contracted by the Purchase Order.
  - **Authorized Purchasing Agent** refers to the Aptek representative whose name appears on the Purchase Order.
- **ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS:** Supplier's acknowledgement, acceptance of payment, or commencement of performance shall constitute Supplier's unqualified acceptance of Aptek's Terms and Conditions. Failure to meet terms and conditions of Purchase Order may result in delayed payment of invoice, cancellation of order, return of merchandise at Supplier's expense, or reduction in future orders. Supplier is required to flow down to sub-tier Suppliers all applicable requirements of this Purchase Order, including key characteristics where required.
- **RIGHT OF ACCESS:** Acceptance of this Purchase Order by the Supplier grants representatives from Aptek, Aptek's customers (only if needed or authorized by Aptek), and regulatory agencies the right of entry to the Supplier's premises and right of access to Supplier's records for the purpose of verifying that purchased materials or processes conform to specified requirements.
- **COMPLIANCE WITH LAWS AND REGULATIONS:** Supplier warrants that he has been duly authorized to do business in the jurisdiction in which the work is to be performed; that he has obtained at no cost to Aptek or Aptek's customer(s) all necessary and required licenses and permits required in connection this Purchase Order, and that he will comply fully with all pertinent laws, decrees, regulations, and labor standards of such country or countries during the performance of this Purchase Order.
- **QUALITY SYSTEM:** The Supplier must maintain a documented Quality System (manual). This documented Quality System must include provisions for the Supplier to manage the competence, awareness, and training of all personnel. Aptek reserves the right to request evidence of a documented quality system of the Supplier and applicable sub-tier Suppliers.
- **SUBSTITUTIONS:** No substitutions allowed whatsoever. The product shipped to Aptek must exactly match those shown on the Aptek Purchase Order. To ship an alternate or "better than" product, a Supplier must receive prior written authorization from Aptek (formal change order to the Purchase Order). Product deviations from the Purchase Order may be rejected at the dock and returned to the Supplier freight collect.
- **SHELF LIFE:** In cases of materials with expiration dates, at least **85%** of shelf life is required upon delivery unless otherwise agreed upon or specified.
- **NONCONFORMANCE OF PRODUCT:** If at any time Supplier becomes aware that shipped material is nonconforming product, Supplier must immediately notify buyer to negotiate arrangements for disposition. Aptek does not accept nonconforming material, and no oral agreement or action of any kind may alter this provision without specific written agreement by Aptek.
- **CHANGE IN PRODUCT AND/OR PROCESSES:** Any change in the product and/or process, changes of suppliers, and/or changes of manufacturing facility location must be made known in advance of shipment to Aptek for authorization/approval.
- **OVER SHIPMENTS:** No over shipments will be accepted without prior written authorization from Aptek (formal change order to the Purchase Order). The quantity set forth in the Purchase Order is the contract quantity. Without authorization, the overage portion of your shipment may be returned to you freight collect which will require you to re-deliver/re-invoice consistent with the quantity or pricing specified in the Purchase Order.



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- **UNDER SHIPMENTS:** Exact quantity on Purchase Order is required. No under shipments allowed. If quantity cannot be met, then Aptek must be notified in writing prior to order fulfillment. This notification must include the cause for the quantity discrepancy. Aptek will choose at that time whether to allow the Purchase Order to be amended to reflect the new approved quantity or whether the Purchase Order needs to be cancelled.
- **PARTIAL SHIPMENTS:** Partial shipments may be authorized if Aptek is contacted by the Supplier prior to shipment and subject to Aptek's agreement that a partial order will be allowed. Partial shipments are only authorized in cases where a verified Purchase Order fulfillment date is given to Aptek by the Supplier. If the Partial Shipment is not fulfilled by the verified Purchase Order fulfillment date, the Aptek reserves the right to return the already delivered product at the Supplier's expense for a full refund. Partial shipments are never allowed in cases where the Purchase Order states that "Partial shipments will not be accepted".
- **SUPPLIER REQUIREMENT TO NOTIFY BUYER:** Supplier shall immediately notify Aptek in writing whenever a verbal or written change request has been received from a representative of Aptek other than the Authorized Purchasing Agent. This includes any change request that affects any aspect of the current Purchase Order including – but not limited to – existing terms and conditions, costs, items ordered, specifications on the items ordered, or schedule of delivery. Only the Authorized Purchasing Agent has the authority to make a change to the Purchase Order via a formal change order.
- **IDENTIFICATION AND TRACEABILITY:** Aptek requires that all purchased products – including raw materials and packaging – are clearly identified by part number, trade name, or chemical name – and that lot numbers and/or batch numbers are clearly designated on the delivery paperwork. Date of Manufacture and Shelf Life/Expiration Date must also be clearly labeled on all products that have a shelf life as well as on corresponding paperwork.
- **DELIVERY PAPERWORK:** Delivery paperwork at a minimum must include a packing slip and any other paperwork designated on the Purchase Order. All raw materials must be accompanied by a written Certificate of Analysis and Material Safety Data Sheet regardless of whether the Purchase Order specifies these documents. All written paperwork must be received in order for a Purchase Order to be considered fulfilled. Failure to submit required paperwork – i.e. MSDS, CoA – to Aptek within 24 hours of delivery may result in payment being held. If such paperwork does not exist, a written statement must be supplied to that effect with each order and sent via fax or e-mail to Aptek or attached with the packaging paperwork. Aptek may return products at the Supplier's cost if acceptable required documentation is not received within 3 business days after delivery. Failure to provide the required paperwork will jeopardize the Supplier's performance rating.
- **TIME OF THE ESSENCE; NO WAIVER:** Time is of the essence with respect to every term and condition. No acceptance of partial performance on the part of Aptek shall constitute a waiver of any term or condition without prior express written authorization from Aptek.
- **RECORDS RETENTION:** All records, including certification as required under the terms of this purchase order and which document the quality of the items provided, shall be stored, protected, and controlled to ensure that they remain identifiable, legible and useful and to be retained for a minimum of 15 years after the final shipment unless otherwise specified in the purchase order or contract.
- **FLOW DOWN REQUIREMENTS:** Suppliers shall flow down to their sub-tier suppliers any applicable Aptek requirements as defined in the purchasing documents (PO, Terms and Conditions, etc.)