

	Document Number	Page	Effective Date	Site	Document Owner	Revision
	CF-019	1 of 3	2023-02-21	CPT	Procurement Department	B
Document Title	VETERANS TRADING COMPANY ORDER TERMS AND CONDITIONS					
THIS DOCUMENT IS CONSIDERED PROPRIETARY TO VETERANS TRADING COMPANY. UNAUTHORIZED USE IS PROHIBITED WITHOUT DOCUMENTED AUTHORIZATION. PRINTED DOCUMENTS ARE TO BE CONSIDERED UNCONTROLLED AND FOR REFERENCE ONLY. TO ACCESS THE MOST RECENT VERSIONS OF THIS DOCUMENT PLEASE ACCESS THE VTC'S DOCUMENT CONTROL MATRIX.						

1. ACCEPTANCE OF ORDER/TERMS AND CONDITIONS

- (a) All orders placed by Veterans Trading Company must be accepted in writing by the Sellers authorized representative.
- (b) The Seller must communicate at the time of acceptance all products that are "non-cancelable" and/or "non-returnable".
- (c) Orders may not be canceled or rescheduled without the VTC identified Purchasing Agents written consent.
- (d) Accepting this order, the Seller validates they have read, understood, and can comply with all flowdown requirements stated in the order.
- (e) Accepting this order, the Seller constitutes the order will be fulfilled in accordance with the terms and conditions outlined in this document. Deviations from the terms and conditions of any kind are not permitted unless written authorization is obtained from the identified VTC purchasing agent

2. PRICING

- (a) Product pricing associated with this order has been accepted by Veterans Trading Company and their identified purchasing agent during the quoting process. The Seller agrees upon acceptance of this order that the invoice pricing will not differ from the agreed upon amount.

3. APPLICABLE LAWS


- (a) The Seller shall have adequate controls developed and implemented, to include personnel that can competently execute said controls, thus ensuring compliance to all regulatory and statutory requirements. These controls should include but not limited to:
 - International Traffic In Arms Regulations (ITAR), Arms Export Control Act (Title 22 USC 2751 et seq.) or the Export Administration Act of 1979 as amended
 - Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFAR)
 - National Institute of Standards and Technology Special Publication - NIST SP 800-171
 - Dodd-Frank Financial Reform and Consumer Protection Act (Dodd Frank Act)
- (b) Violations of regulatory and statutory requirements are subject to severe criminal penalties. If the Seller determines that there has been a suspect violation of the applicable laws, it is the Sellers responsibility to communicate in writing with the VTC Identified Purchase Agent the specifics and repercussions of the violation.
- (c) The Seller shall flow the substance of this expectation to their sub-tier supply base to ensure compliance by all supply chain intermediaries.

4. PRODUCT VALIDITY

- (a) Acceptance of this order is confirmation by the Seller that they are the OEM/OCM, or an authorized/franchised distributor of the product(s) sold. The Seller further warrants that OEM/OCM acquisition traceability documentation that authenticates the products provided on this order have been obtained and available upon request. If the seller is not the OEM/OCM or a franchised/authorized distributor, the Seller confirms by acceptance of this Order that the product(s) supplied to Veterans Trading Company and/or its customer(s) has been procured from a secured supply chain (OEM/OCM or their franchised/authorized distributors), "Gray Market" procurement is specifically prohibited.
- (b) Acceptance of this order by the Seller represents and warrants that only new and authentic materials have been used in manufacturing/assembly of the products to be delivered to Veterans Trading Company and/or its customers. It is also the Sellers responsibility to ensure products reworked by the OEM/OCM have been adequately identified and support documentation provided so not to misrepresent the product provided as suspect counterfeit product.
- (c) Acceptance of this order by the Seller represents and warrants that acquisition of products provided to Veterans Trading Company have been in accordance with required applicable laws and regulations.

5. PRODUCT ACCEPTANCE

- (a) Acceptance of this order constitutes the Seller agrees to provide products that meet all specifications and configuration requirements specified on the order. Configuration specifications will include but not limited to:
 - **Product Identification and Revision:** Delivered product, packaging labeling, and documentation must match the stated product number and revision level detailed in the order.
 - **Product Documentation:** Delivered product must have all the required documentation specified in the order flowdowns at time of delivery to the order specified location. This may include order specified product technical data, verification data, and/or inspection results.

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- **Product Packaging:** Unless otherwise specified in the order, delivered products are to be packaged in accordance with the manufacturer’s specifications and industry standards IPC/JEDEC J-STD-033 and ANSI/ESD S20.20. All product packaging shall be Foreign Object Debris (FOD) free.
 - **Proprietary Products:** Delivered product must be to flowed specifications, drawings and meet the requirements of all detailed technical requirements. Deviations of any kind are not permitted unless written authorization is obtained from both the VTC purchasing agent and end customer prior to delivery to the order specified location.
 - **Product Substitutions:** Product substitutions of any kind are not permitted unless written authorization is obtained from both the VTC purchasing agent and end customer prior to delivery to the order specified location.
- (b) Veterans Trading Company and our Customers reserve the right to open all packaging for inspection and/or testing of provided product and the Seller agrees that opened packaging is not a reason to deny the return of non-conformant product.
- (c) Acceptance Inspection Criteria: Delivered product will be inspected to industry standards, IPC acceptance criteria and when applicable proprietary drawing specifications. Products not meeting the defined expectations of those standards, inspection criteria and when applicable proprietary drawing specifications will be classified as nonconforming product.

6. SUSPECT COUNTERFEIT PRODUCT

- (a) Veterans Trading Company and our Customers reserve the right to isolate, contain and test any product that has been classified a suspect counterfeit product.
- The Seller must promptly replace suspected counterfeit product with product acceptable to the Buyer.
 - The Seller will be liable for all costs relating to impoundment, removal, and replacement of the suspected counterfeit product.
- (b) If testing identifies the product as counterfeit the Buyer reserves the right to notify and yield counterfeit products over to the U.S. Governmental authorities for investigation and reserves the right to withhold payment for the product pending the results of the investigation.
- (c) Terms and Conditions definition for suspected counterfeit product is defined as product that has an indication (per IDEA-STD-1010, AS6081 or AS5553) of having been copied or substituted without legal right or authority to do so, being product, whose material, performance, or characteristics are misrepresented, or being product that is produced or distributed in violation of intellectual property rights, copyrights, or trademark laws.

7. SELLER NOTIFICATION REQUIREMENTS

- (a) PRODUCT CHANGE NOTIFICATION - The supplier is required notify Veterans Trading Company of the following changes.
- **Proprietary Parts:** Change in company ownership, change in manufacturing location, changes in bill of materials, changes in sub-tier VAD suppliers, changes in process design and/or manufacturing equipment. Some of the listed changes will require customer approval and/or first article inspection. The identified VTC purchasing agent will provide adequate direction upon notification.
 - **COTS Parts:** Change in Company Ownership, change manufacturing location, changes product design, changes in process design and equipment. The identified VTC purchasing agent will provide adequate direction upon notification.
- (b) NONCONFORMING PRODUCT – The Seller shall notify Veterans Trading Company in writing when a product nonconformance has been detected for products that have been delivered to the specified order location. Nonconforming product(s) and associated costs as a result of the nonconformance becomes the sole responsibility of the Seller.

8. WARRANTY

- a) Accepting this order, the Seller assigns to Veterans Trading Company, for the warranty period granted by the Seller and/or manufacturer, any and all manufacturers or suppliers’ warranties, representations, service agreements and indemnities, if any, with respect to any third-party equipment, components, parts or other goods or materials provided under this order agreement (collectively, “Products”). Notwithstanding any other writing or agreement to the contrary, Seller’s sole warranty with respect to any products is a “pass-through” warranty to VTC’s end-user customers; and Seller makes no independent warranty of its own in any respect, except that such products are in conformance with all applicable manufacturers’ specifications. The warranty period shall commence with respect to any Veteran Trading Company end-user customer delivery of the Sellers product to the end-user location. Any product which does not meet the performance specifications and classified as nonconforming shall be returned to the Seller in accordance with following:
- Product(s) delivered to purchase order specified Veterans Trading Company locations classified as nonconforming product will be rejected, isolated, and contained by Veterans Trading Company until Buyer and Seller agreed upon disposition activities have been concluded.

