Standard Terms & Conditions

ADI American Distributors LLC June 27, 2024

ADI American Distributors LLC Terms and Conditions of Purchase (hereinafter referred to as "Conditions") shall act as a binding agreement between the purchaser; ADI American Distributors LLC (ADI) a Corporation with its principal place of business located at 2 Emery Avenue, Randolph, New Jersey and the "Seller" of these Conditions. For the consideration stated herein, ADI and the Seller may be referred to herein collectively as "Party" and/or as "Parties."

1. Acceptance of Purchase Order Requirements – In consideration of the Conditions of this agreement the Seller agrees to furnish and deliver to ADI, all products, materials and/or services (hereinafter referred to as "Goods), in accordance with the requirements set forth in a submitted AI Purchase Order (PO) issued under this agreement. Upon acceptance of a PO, Seller shall be bound by the provisions of these Conditions; including all provisions set forth on the face of any applicable PO, unless Seller objects to such Conditions in writing prior to the shipment of Goods. Failure to obtain ADI prior written approval constitutes a material breach under the terms of this agreement. These Conditions may not be added to, modified, superseded or otherwise altered, except in writing by an authorized ADI Representative. Any of the following acts by the Seller shall constitute acceptance and understanding of these Conditions and the terms of the PO:

a. Signing and returning a confirmation of the purchase order;
b. Full or partial shipment or delivery of any Goods referenced on the purchase order.

2. Guarantee of Goods Source Requirements – Seller shall ensure that only new and authentic Goods are delivered to ADI, and therefore are required to purchase parts directly from the Original Component Manufacturer (OCM) or OCM Authorized Distributors.

3. Quality Management System – Seller warrants that it has or shall maintain a Quality Management System that complies with SAE International, AS9120 Quality Management Systems – Requirements for Aviation, Space and Defense Distributors, ISO 9001, Quality Management System Requirements and/or other reputable Industry Recognized Quality Management System (QMS).

4. Notification of Changes – Seller warrant that upon acceptance of these Conditions, Seller shall immediately notify ADI in writing or within the allotted time of any of the following occurrences or events that may affect Goods which could be or will be shipping to ADI:
a. Sellers shall notify ADI within 24 hours of discovery of any occurrence or event that may prevent or hinder Goods from being received in by ADI in accordance with ADI's delivery schedule or dock dates,
b. Sellers that discover that there is a possibly that nonconforming product or suspected nonconforming product has been shipped to ADI shall notify ADI within 24 hours of discovery
c. In the event that the Seller's original Source of the product has changed or there has been a subsequent change in product the Seller shall notify ADI within 24 hours of discovery,
d. Sellers that have obtained a QMS certification or registration, shall notify ADI within 5 days of receiving notification from a Certification Body (CB) that the Seller may lose its registration status or are put on notice of losing its status,
e. Sellers that have obtained a QMS certification or registration, shall notify ADI within 5 days of any change in CB's.
f. In the event that there will be a change in the Seller's process, a change in the product's manufacturing location or a change in the Seller's QMS that may affect the product's intended form, fit or function the Seller shall notify ADI 60 days prior to any changes taking place.

5. Supply Chain Traceability – The Seller shall maintain a method of Goods traceability that ensures tracking of the Goods throughout the supply chain back to the Original Component Manufacturer (OCM) for all Goods supplied under these Conditions. Such traceability shall clearly identify the name and location of the OCM and all Supply Chain Intermediaries up to and including ADI and shall include OCM identification data such as date codes, lot codes, serial numbers and/or other identifications. This traceability requirement applies to all Goods supplied under these Conditions. Whenever traceability is unavailable or cannot be provided, the Seller shall notify and obtain ADI's approval in writing before Goods are shipped

6. Seller Competence – Seller warrants that is possesses the required facilities and/or infrastructure necessary to process and provide Goods supplied under these Conditions in a safe and responsible manner. Seller further warrants that all Personnel, including Subcontractors, are qualified and possessed of the appropriate level of competence based on the skills, knowledge and/or expertise necessary to process and provide Goods supplied under these Conditions. Whenever specific Personnel qualification requirements are referenced on a ADI PO, Seller warrants that only qualified or as required certified Personnel, including Subcontractors, will be used to fulfill the requirements of the order as it relates to the verification, validation and/or testing of supplied Goods

7. Conformity:
a. Certificates of Conformity – Where required (such as for military specifications) the Seller warrants to approve, retain, and provide copies of Manufacturer Certificates of Conformance (CoC) with each shipment of Goods to ADI. A Manufacturer CoC shall at minimum, include the following:
i. Manufacturer's name and address
ii. Immediate Customer name and address
iii. Manufacturer's and/or Customer's material part number
iv. Material batch identification i.e. date code, lot code, serial number and/or etc
v. Original quantity of devices in shipment from Manufacturer
vi. Latest material verification and/or inspection date, if applicable
vii. Always providing a statement certifying material conformance and traceability
b. Signature or stamp of Manufacturer's Representative signing the certificate.
c. Documentation Conformity - The Seller warrants to approve, retain, and provide copies of Seller's CoC with each shipment of Goods to ADI. The Seller's CoC shall state that the Goods supplied have been sourced, procured and processed in accordance with these Conditions and the terms of the PO and include as a minimum the following:
i. Seller's name and address, ADI's name, address and reference to ADI's purchase order number
ii. Name of the Original Component Manufacturer
iii. Manufacturer, Seller's and/or ADI material part number and description
iv. Quantity of devices supplied in shipment from Seller
v. Material batch identification i.e. date code, lot code, serial number and/or etc.
vi. Latest material verification and/or inspection date, as applicable and when available
vii. Statement certifying material conformance and traceability to Manufacturer, as applicable ADI-FM20 Iss 1 Rev 1 Aug 2021
viii. Signature and date of transaction, signed by an authorized Seller's Representative

8. Delivery of Goods – Delivery of Goods shall be made in the quantities and at the times specified by the purchase order required delivery dates. ADI shall have no liability to pay for Goods delivered in excess of the quantities specified by the purchase order. In the event that the Seller fails to deliver the Goods within the time specified, ADI may at its option decline to accept the Goods and terminate the agreement.

9. Goods Batch Requirements – Seller warrants that all Goods supplied under these Conditions and the terms of the PO shall be from a single batch identified by the same date and/or lot codes, unless otherwise agreed upon in writing by ADI prior to the shipment of Goods.

10. Packaging Requirements – Sellers providing Goods shall package Goods in accordance with the OCM recommended packaging requirements. All Electro Static Discharge (ESD) Sensitive devices must be packaged to prevent ESD damage and/or damage from moisture. Seller shall package all items in suitable containers to permit safe transportation and handling. ADI's purchase order number must appear on all shipping containers, packing sheets, delivery tickets and/or bills of lading.

11. Payment – ADI shall pay the Seller the agreed upon amount specified in the applicable purchase order; payment shall not constitute ADI's acceptance of Goods. Seller shall invoice ADI for all Goods delivered within twenty (20) days of Goods delivery and must reference the applicable purchase order number. Unless otherwise stated, agreed upon and specified on the face of a purchase order, ADI shall pay the invoiced amount within forty-five (45) days after receipt of a correct invoice.

12. Warranties – Seller warrants that all Goods provided will be new, unused and not refurbished. ADI does not accept any non-conforming parts. Therefore, refurbished parts, reprogrammed parts or parts with bent, formed or oxidized leads, test dots, or test markings will be rejected. Seller warrants that all Goods delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications of "fit, form, and function" for a period of two (2) years from the date of delivery to ADI or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to ADI Seller's standard warranty and service guaranty applicable to the Goods. If ADI identifies a nonconformance with the Goods during the warranty period, ADI will promptly notify the Seller of the nonconformance and reserves the right to return the Goods to the Seller, at the Seller's expense. At ADI's option, the Seller shall either replace the Goods or credit ADI's account for the purchased amount of the Goods.

13. Goods Inspection – ADI shall have a reasonable amount of time after receipt of Goods and before payment to inspect Goods for conformity to the OCM and/or ADI specifications. Goods received prior to inspection shall not be deemed accepted until ADI has determined whether the Goods conform to all applicable specifications.

14. Right of Access – By acceptance of a PO the Seller warrants that ADI, ADI's Customers and/or other Regulatory Authorities shall have the right to access Sellers facilities and audit Sellers's records pertaining to Goods supplied under these Conditions. Evidence of records required to prove conformance to these Conditions and the terms of the PO shall be maintained via digital storage and in perpetuity from the date that Goods ship to ADI. This Right of Access clause applies to all external providers throughout the supply chain.

15. Flow Down Requirements – When required, the Seller warrants that it shall flow down all applicable ADI, Customer and/or Government contract requirements to Sub-Tier Suppliers that are identified on the face of the purchase order.

16. Governing Law – This order and the performance by Seller and Buyer of the provisions hereof shall be governed by and brought in the courts of the County of Morris, State of New Jersey, United States.

17. Counterfeit:
a. Counterfeit Definitions for purposes of this Contract:
i. “Counterfeit Part” is one that is (1) an unauthorized copy or substitute that has been identified, marked, and/or altered by a source other than the item’s legally authorized source and has been misrepresented to be an authorized item of the legally authorized source and/or (2) previously used parts provided as “new.” A part is a “suspect counterfeit electronic part” if visual inspection, testing, or other information provide reason to believe that the part may be a counterfeit part.
ii. As used herein, “authentic” shall mean (A) genuine; (B) from the legitimate source claimed or implied by the marking and design of the product offered; and (C) manufactured by, or at the behest and to the standards of, the manufacturer that has lawfully applied its name and trademark for that model/version of the material.
iii. “Independent Distributors” are persons and businesses that are not part of an Original Component Manufacturer’s (OCM) authorized distribution chain. These also may be referred to as non-franchised distributors, unauthorized distributors or brokers.“Electronic Part” includes the following commodities (Federal Supply Classes): Microelectronic device (FSC 5962), discrete semiconductor device (FSC 5961), resistor (FSC 5905), capacitor (FSC 5910), relay (FSC 5945), coil/transformer/inductor (FSC 5950) and circuit assembly.
iv. “Original Component Manufacturer” (OCM) is an organization that designs and/or engineers a part and is pursuing or has obtained the intellectual property rights to that part.
v. “Original Equipment Manufacturer” (OEM) is an organization that designs, manufactures and/or engineers an end product comprised of various parts and is pursuing or has obtained the intellectual property rights to that end product.
b. Counterfeit Prevention Flow-downs for purposes of this Contract:

i. SELLER represents and warrants that only new and authentic materials are used in products required to be delivered to ADI and that the Work delivered contains no Counterfeit Parts. No other material, part, or component other than a new and authentic part shall be used. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, SELLER shall only purchase authentic parts/components directly from the OEMs/OCMs or through the OEM’s/OCM’s authorized distribution chain. SELLER must make available to ADI, at ADI’s request, OEM/OCM documentation that authenticates traceability of the components to that applicable OEM/OCM. Purchase of parts/components from Independent Distributors is not authorized unless first approved in writing by ADI. SELLER must present complete and compelling support for its request and include in its request all actions to ensure the parts/components thus procured are legitimate parts. ADI, in most cases, will additionally need to get its customer’s approval of SELLER’s request. Processing of such requests shall not constitute an excusable delay on part of the SELLER. ADI’s approval of SELLER request(s) does not relieve SELLER’s responsibility to comply with all Contract requirements, including the representations and warranties in this provision.
ii. SELLER shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification to ADI and his/her written approval before parts/components are procured from sources other than OEMs/OCMs or through the OEM’s/OCM’s authorized distribution chain. SELLER shall provide copies of such documentation for its system for ADI’s inspection upon ADI’s request. SELLER’s system shall be consistent with applicable industry standards, AS5553 and AS6081 as minimum, for the detection and avoidance of counterfeit electronic parts and suspect counterfeit electronic parts, including policies and procedures for training personnel, designing and maintaining systems to mitigate risks associated with parts obsolescence, making sourcing decisions, prioritizing mission critical and sensitive components, ensuring traceability of parts, developing lists of trusted and non-trusted suppliers, flowing down requirements to subcontractors, inspecting and testing parts, reporting and quarantining suspect counterfeit electronic parts and counterfeit electronic parts, and taking corrective action.
iii. If the SELLER is providing electronic components/devices only, the following certification applies: Certification of Origin of Product: Acceptance of this Contract constitutes confirmation by the SELLER that it is the Original Equipment Manufacturer (OEM)/Original Component

Manufacturer (OCM), or a franchised or authorized distributor of the OEM/OCM for the product herein procured. SELLER further warrants that OEM/OCM acquisition documentation that authenticates traceability of the components to that applicable OEM/OCM is available upon request. If the SELLER is not the OEM/OCM or a franchised or authorized distributor, the SELLER confirms by acceptance of this Contract that it has been authorized in writing by ADI to act on ADI's behalf to procure from the OCM or a franchised or authorized distributor of the OEM/OCM. The SELLER further warrants that OEM/OCM acquisition traceability documentation is accurate and available to ADI upon ADI's request.
iv. SELLER shall flow the requirements of this provision to its subcontractors and suppliers at any tier for the performance of this Contract.
v. Notifications: Should SELLER become aware of a confirmed or suspect counterfeit part that, by any means, has been delivered to ADI, or acquired for this Contract whether or not delivered to ADI, notification will be made within twenty-four (24) hours of discovery to ADI's Buyer. SELLER will verify receipt of this notification by ADI. Additionally, for confirmed Counterfeit Electronic Parts, notification will also be made not later than 60 days after discovery to the Government-Industry Data Exchange Program (GIDEP). This requirement will survive this contract.
vi. SELLER shall be liable for cost of counterfeit parts and suspect counterfeit parts and the cost of rework or corrective action that may be required to remedy the use or inclusion of such parts. See also 17c.
vii. SELLER shall quarantine suspect counterfeit electronic parts and counterfeit electronic parts and make them available for investigation by appropriate government authorities.
c. Product Impoundment and Financial Responsibility:

i. ADI shall have the right to permanently impound Goods determined, in its sole estimation and discretion, as counterfeit. ADI shall not be held liable for payment to Seller of the price of any Goods permanently impounded. GEC shall not be under obligation to return such Goods to the Seller and may request proof of Financial ADI-FM20 Iss 1 Rev 1 Aug 2021 Responsibility, such as a certificate of insurance for product liability or other evidence of professional liability. When requested by ADI the
Seller shall promptly replace determined counterfeit Goods with Goods deemed as conforming to ADI.
ii. The Seller shall be held liable for all costs relating to the impoundment, removal and/or replacement of Goods. Upon receipt of confirmed counterfeit Goods, Goods will be reported and maybe turned over to the appropriate Government Authorities having jurisdiction such as the Office of Inspector General, Defense Criminal Investigative Service, Federal Bureau of Investigation or etc. for further investigation.
iii. The Seller warrants that counterfeit or misrepresented Goods have no value and ADI reserves the right to withhold payment for any such Goods. Any warranties provisions contained in the Seller's Terms and Conditions will be declared null and void if it is later determined that counterfeit or misrepresented Goods were received by ADI.
iv. The Seller of counterfeit or misrepresented Goods agrees to reimburse ADI for the full purchase price of Goods, as well as any related shipping, testing and/or destruction expenses. The Seller also agrees to be held solely liable for any personal injuries, loss of business or other legal expenses stemming from the sale, transfer or use of counterfeit or misrepresented Goods, either knowingly or unknowingly

18. Terms & Conditions of a Purchase - Export/Import Controls

a. Seller hereby certifies that it will comply with U.S. export and import controls laws and regulations, including but not limited to the International Traffic in Arms Regulations ("ITAR") (22 CFR 120 et seq.), the Export Administration Regulations ("EAR") (15 CFR Part 730-774), the regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (31 CFR Part 500-598), the regulations administered by the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives ("ATF") found in 27 CFR Chapter II, and

all other applicable U.S. Government regulations relating to the importation of goods into the United States (including, but not limited to, the regulations administered by U.S. Customs and Border Protection ("CBP") at 19 CFR 0 et seq. and other import regulations promulgated by other U.S. agencies which may be enforced by CBP)(collectively "U.S. export and import control laws and regulations"). If Seller engages in the United States in the business of either manufacturing, exporting, or brokering in ITAR-controlled defense articles or furnishing ITAR-controlled defense services, Seller hereby certifies that it has registered with the U.S. Department of State Directorate of Defense Trade Controls ("DDTC").

b. Seller shall control the disclosure, export, re-export, transfer and retransfer of, and access to, any hardware, software, controlled technical data, technology, and/or services (collectively referred to as "items") received under this Purchase Order to ensure that any such disclosure, export, re-export, transfer or retransfer is undertaken in accordance with U.S. export control laws and regulations. Seller agrees that no controlled items provided by Buyer in connection with this Purchase Order shall be provided to any person or entity unless the transfer is expressly permitted by a U.S. Government license or other authorization or is otherwise in accordance with applicable laws and regulations. It shall be the responsibility of Seller to be cognizant of (including by requesting such information from Buyer if needed) the proper jurisdiction and classification under the ITAR and/or EAR of the items provided by Buyer prior to any release to a third party, including foreign affiliates or employees. If a final jurisdiction and classification determination for items provided by the Buyer has not been provided, Seller cannot export or otherwise release the information to a foreign person until a final jurisdiction and classification is approved by Buyer and any applicable export authorizations are obtained. For items subject to the ITAR, this responsibility includes Seller's cognizance of the ITAR controls applicable to any technical data or defense service furnished to Seller by Buyer, including when exported to Seller from the United States in furtherance of Buyer's technical assistance, manufacturing license agreement or other ITAR authorization prescribing ITAR jurisdiction of any defense article which may be produced or manufactured by Seller from such technical data or defense service.

c. Seller shall notify Buyer if any deliverable under this Purchase Order, for which the Buyer is not the design authority, is subject to U.S. export and import controls laws and regulations described in Paragraph 23(a). Before providing Buyer any deliverable subject to the EAR or the ITAR, Seller shall provide in writing to the Buyer's Procurement Representative the export classification of any such item or controlled data, including the export classification of any:
i. dual use goods and technology subject to the EAR, including any embedded ITAR controlled or EAR 500 or 600 series' item or technology; ii. defense article, including any technical data, controlled by the ITAR; iii. item or technology controlled by the EU List of Dual Use Items or by other applicable national export control lists. Subsequent to the initial disclosure above, Seller shall timely notify the Buyer's Procurement Representative in writing of any changes to the export classification information of the item or controlled data. Seller represents that an official authorized to bind the Seller has determined that the Seller or the designer, manufacturer, supplier or other source of the deliverable has properly determined their export classification.

d. Seller hereby warrants that neither Seller, nor any parent, subsidiary, affiliate, or lower-tier subcontractor is listed on any Restricted Party List of an agency of the U.S. Government, any applicable non-U.S. Government, or international organization, or any applicable state, local government, or municipality, nor are their export privileges denied, suspended or revoked. For purposes of this provision, "Restricted Party List" is defined to include the U.S. Government's Denied Persons List, Unverified List, Entity List, Nonproliferation Sanctions List, AECA Debarred List, Specially Designated Nationals (SDN) List, Sectoral Sanctions Identifications (SSI) List, Foreign Sanctions Evaders List, Excluded Parties List, Palestinian Legislative Council (PLC) List, or other similar lists issued by the U.S. Government or a non-U.S. government, or international organization, or any state or local government, or municipality that relates to export controls,

economic sanctions, or anti-corruption. Seller shall immediately notify Buyer if Seller, or any parent, subsidiary, affiliate, or lower-tier subcontractor is added to any such Restricted Party List or if any of their export privileges become denied, suspended, or revoked. Seller shall not deal with any Restricted Party in relation to this purchase order. Seller shall notify Buyer of any known or suspected violations of export or import control laws or regulations related to any Restricted Party involving this purchase order, or the initiation or existence of any U.S. Government investigation into same.

e. If the items provided by Seller are shipped from outside the United States, they may also be subject to the export and import control laws and regulations of the exporting country. Seller shall abide by all applicable export and import control laws and regulations of that country, to the extent consistent with U.S. law.

f. Unless this Purchase Order provides otherwise, for any goods imported into the United States pursuant to this Purchase Order, Seller shall obtain all necessary import and/or export authorizations. If Buyer seeks any import and/or export authorizations for the goods or items into which the goods are incorporated or seeks to confirm compliance with applicable laws and regulations, Seller will provide Buyer with appropriate information as necessary.

g. Seller shall promptly notify Buyer of any known or suspected violation of export or import control laws or regulations, or the initiation or existence of any U.S. Government investigation into same. Additionally, where Buyer transfers items to Seller under a U.S. Government export authorization, Seller shall promptly notify Buyer of any changed circumstance that may require Buyer to seek a new authorization, or a revision or amendment to an existing authorization, or that may impact Seller's ability to perform under this contract (including but not limited to a change in name or ownership, the desired addition of a non-U.S. dual or foreign national employee, or the desired addition of a new subcontractor and/or affiliate). Seller shall comply with requests from Buyer for additional information regarding any such changed circumstance, known or suspected violation, or U.S. Government investigation.

h. If this Purchase Order forms the whole or a part of a sale by Buyer of defense articles or defense services being sold in support of a Foreign Military Sale or commercially to or for the use of the armed forces of a foreign country or international organization, Seller shall within ten (10) days of being requested by Buyer to do so, with respect to all Purchase Orders received by the Seller's legal entity to date in relation to the Rajant Purchase Orders, certify that pursuant to "International Traffic in Arms Regulations Certificate and Reporting of Political Contributions, Fees or Commissions," in furtherance of the requirements stipulated in Part 130 of the ITAR, 22 C.F.R. §§130.9 and 130.10.

i. Seller shall not engage in any subcontracts relating to this Purchase Order except in accordance with the terms and conditions of Section 18, Assignments, Subcontracting, Organizational Changes, and Place of Manufacture, and as compliant with U.S. export and import controls laws and regulations, and any authorizations granted thereunder. If Seller is authorized by Buyer to engage in subcontracting for procurements related to this Purchase Order, Seller shall incorporate into its subcontracts the provisions of Section 23 requiring compliance with U.S. and other applicable export and import control laws and regulations.

j. Unless this Purchase Order specifies otherwise, if any goods are imported into the United States pursuant to this Purchase Order, Buyer shall not serve as Importer of Record. Seller is responsible for complying with all relevant import laws and regulations to the extent consistent with U.S. law, including Customs clearance and payment of any and all duties, taxes, and fees.

k. Where Seller is a recipient of any items received pursuant to a U.S. export license, Technical

Assistance Agreement (“TAA”), Manufacturing License Agreement (“MLA”), or other export authorization, Seller will abide by all provisos, requirements, and restrictions related to the applicable authorization. Seller will provide to Buyer accurate and complete records relating to all activities for which such records are required under TAAs and MLAs, such as but without limitation (

i. Non-disclosure Agreements for sublicensees,
ii. Non-transfer and Use Certificates (DSP-83) for exports of Significant Military Equipment or classified equipment or technical data, and
iii. sales data to support annual sales reports. Seller will immediately notify Buyer of any change in circumstance that may require an amendment to an existing authorization or the obtaining of a new authorization. Buyer shall not be responsible for delays in U.S. import or export of controlled items supplied hereunder by Buyer resulting from a lack of necessary documentation from Seller or Seller’s country.

l. Seller shall indemnify Buyer for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Buyer in connection with any violations of non-U.S. or U.S. export or import control laws and regulations, by Seller, its officers, employees, agents, Sellers or subcontractors at any tier.

19. Terms & Conditions of Sale - Trade Compliance: Buyer agrees and acknowledges that the products are sold in accordance with U.S. Export Administration Regulations. Buyer agrees to ascertain and comply with all applicable export and re-export obligations and restrictions, including without limitation, U.S. export and re-export controls and economic sanctions regulations. U.S. economic sanctions laws and regulations prohibit virtually all exports and re-exports of products to, and transactions with, certain countries, including without limitation, Cuba, North Korea, Iran, Sudan, Syria, and Crimea. Diversion of products contrary to U.S. law is strictly prohibited. In addition, Buyer will review and comply with any applicable national export compliance laws and regulations in Buyer's home country that may impact the export or re-export of products. Customs duties, taxes, excises, tariffs, import fees, premiums, temporary price adjustments, or surcharges (“Surcharge”) may be passed through effective with shipments on the date of the Surcharge announcement, including any retroactive Surcharges. Surcharges will be removed from the film price once lifted in the market. If applicable, all Surcharges shall be subtracted from net sales for the purposes of any rebate thresholds and calculations.

20. Control of Records
a. Quality records, which include final acceptance data reports, are to be maintained for a minimum of ten (10) years or as defined in a contract and are not to be destroyed unless approval is obtained from ADI. Records shall be available to ADI, its customers, and/or regulatory agencies, upon request, at any time during the retention period. When requested by ADI, these records must be provided within three (3) working days.
b. At the end of the retention period or the supplier ceases trading with ADI, or the supplier is unable to maintain the records, the supplier shall provide the option for ADI to take possession of the records. Records are not to be destroyed without written approval from ADI Supplier Quality Assurance. ADI shall maintain the right to access all or any portion of records within the time period specified above.

21. Entire Agreement – This Agreement is the complete, final and exclusive statement of the terms of the Agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and Agreements, whether oral or written, between them relating to the subject matter hereof. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Standard Terms & Conditions for ADI American Distributors LLC

June 27, 2024 ADI American Distributors Terms and Conditions of Purchase (hereinafter referred to as "Conditions”) shall act as a binding agreement between the purchaser; ADI American Distributors LLC (ADI), a Corporation with its principal place of business located at 2 Emery Avenue, Randolph, New Jersey and the “Seller" of these Conditions. For the consideration stated herein, ADI and the Seller may be referred to herein collectively as "Party" and/or as "Parties."