



Purchase Order Terms & Conditions

1. **Warranty:** Supplier warrants to TCI that at time of delivery, all goods purchased by this order will be free from defects in material and workmanship and will be suitable for the purposes intended whether expressed or reasonably implied.
2. All material furnished under this order is subject to the inspection and approval of TCIs.
3. **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 this order, TCI, in addition to any other rights, which it may have under warranties or otherwise, shall have the right to reject and return such goods at Supplier's expense. Rejected goods are not to be replaced without advance written authorization from TCI.
4. The Supplier agrees to reimburse TCI at the said Purchasers costs for any material, components, or partly finished parts, furnished by said Purchaser, which the Supplier damages in connection with performing the work or services covered by this Purchase Order.
5. TCI shall not be responsible or obligated to pay for over shipments made by the Supplier and the said Supplier agrees to reimburse the Purchaser for any scrap not accountable or attributable to any cause or responsibility on the part of the Purchaser.
6. TCI will be reimbursed for any expense incurred for labor or any other costs, because of the furnishing by the Supplier of materials or parts inherently defective or not suitable or consistent with the purpose for which they are intended.
7. Set-Off: TCI shall be entitled at all times to set-off any amount owing at any time from the Supplier to Purchaser against any amount payable at the time by Purchaser in connection with this order.
8. If upon inspection by TCI of product delivered to it by the Supplier it is determined that a certain quantity of material requires repair, the Supplier shall reimburse the Purchaser for the expense involved in such repair.
9. It shall be the responsibility of the Supplier to adhere to the delivery schedule specified in the Purchase Order.
10. **Government Property:** Standard government property procedures which comply with FAR Part 45 and FAR Clause 52.245-2 are required for all U.S. government owned property associated with this order. If this order references a U.S. Government contract number, it is a rated order for national defense use, and you are required to follow all the requirements of the Defense Priorities and Allocations System Regulation (15 CFR 700)

Turbine Controls, Inc.
5 Old Windsor Road
Bloomfield, CT 06002
(860) 242-0448

Turbine Controls, LLC.
3501 Enterprise Way
Miramar, FL 33025
(954) 517-1706

Revision Date: March 1, 2013



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11. Supplier shall allow TCI or Government access to their facility with reasonable notice for the purpose of evaluating any product/service for which TCI has pending orders or for supplies/services previously delivered.
12. If the purchase is subject to Federal Aviation Regulation 14 CFR Part 145.223(b), acceptance of the order will be deemed Suppliers consent to allow the FAA and /or EASA to inspect and observe any maintenance functions performed on behalf of TCI, Inc. in accordance with the regulation. If Supplier does not consent, Supplier is directed to not perform any activity and return all repair items to TCI immediately.

THE EQUAL OPPORTUNITY CLAUSE IN SECTION 202 OF EXECUTIVE ORDER #11246, AS AMMENDED, RELATIVE TO EQUAL EMPLOYMENT OPPORTUNITY AND THE IMPLEMENTING RULES AND REGULATIONS OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE ARE INCORPORATED HEREIN BY SPECIFIC REFERENCE.

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