

Terms and Conditions to Sellers.

1. Seller must provide written acceptance/acknowledgement of this PO to the Buyer.
2. Buyer must provide written ship confirmation prior to shipment to Seller.
3. Seller must provide shipping tracking numbers when requested.
4. Unigen's Purchase Order number must appear on all invoices, packing slip, and cartons.
5. Unigen will not accept amounts more than specified Purchase Order quantities without prior agreement.
6. **Packaging and Shipment**
No charge will be allowed for packing, crating, cartage or storage unless otherwise designated in this Order. Goods shall be suitably packed to secure the lowest transportation costs and conform to the requirements of common carriers and any applicable specification. Supplier shall be liable for and shall promptly refund to Buyer the amount of any loss or damage due to Supplier's failure to properly preserve, pack, package or handle such products. Shipment shall be made in accordance with Buyer's instructions on the face of this Order. Supplier shall be liable to Buyer for any increase in transportation charges resulting from Supplier's failure to utilize the specified method of shipment or carrier.
7. Unigen reserves the right to cancel/push/pull the quantity or PO if notification sent 30 days or more prior to the requested dock date, and if notification is sent prior to the ship date if product is not NCNR per item 10 below.
8. Vendor to insure shipment with Carrier for up to \$1,000.00 only even if shipment value is over \$1000.00.
9. A packing slip must accompany all shipments and with Unigen Purchase Order number, Item Number, and Description of the goods or services. Supplier's serial numbers must be shown on all shipping papers and invoices, where applicable.
10. NCNR Products are ONLY NCNR if a signed Vendor NCNR form is on file for the product or if Quote specifies NCNR.
11. All electronics components must be in within a datecode of 2 years unless prior written approval is granted.
12. All electronic component(s), mechanical part(s), or/ and packaging / labeling Material listed on this P.O. shall comply with the RoHS Directive 2011/65/EU, and do not contain DecaBDE. Material Certification of Compliance (CoC) or /and Material Declaration of the listed item(s) shall be readily available upon request or within a reasonable time frame agreed by Unigen Corporation.
13. Seller shall comply with all requirements within Unigen's Purchasing Procedure AP-740-03: Seller Change Notification and Quality Alert Requirement for Product or Services Provided. Key Points:
 - a. Product Change Notifications are required for all changes to production and prototype components affecting non-interchangeable form, fit or function.
 - b. All PCN's shall be submitted in writing to pcn@unigen.com.
14. Seller must comply with Unigen's Supplier Practices Guidelines, found at www.unigen.com/AntiSlavery.html. This covers business ethics, Conflict Minerals, Labor practices, and Environmental protection