



TWH ENTERPRISES, LLC

Phone: (870) 251.1200
Fax: (870) 251.1202
E-Mail: twh@twhenterprises.com

700 Pepsi Cola Road
Batesville, AR 72501
www.twhenterprises.com

TERMS AND CONDITIONS

Certificate of Conformance or Material Certification required on all shipments for PO's with a "C" (see #4)

1. INVOICES must show exact same prices & terms as the Purchase Order or authorizations for changes must be received from our company in writing prior to shipping.
2. Goods not in accordance with specifications will be rejected and held at vendor's risk awaiting disposition. Vendor must pay freight on all returned rejected material.
3. The right is reserved to cancel all or part of this order if not delivered within the time specified.
4. Packing slips must accompany all shipments. Packing slips for PO's with a "C" in the PO#, must also include a Material Certification or Certificate of Conformance in order for receiving to accept the shipment.
5. By acceptance of this order, vendor warrants that all merchandise shipped complies with all laws and regulations of Federal and State government agencies.
6. Back orders must be prepaid by the vendor unless other arrangements have been made at time of order.
7. In the event of interruption of our business in whole or in part by reasons out of our control or acts of God, we shall have the option of canceling undelivered orders in whole or part with no penalties.
8. Suppliers are required to notify TWH Enterprises, LLC of any nonconforming materials and obtain TWH approval for nonconforming product disposition.
9. Suppliers are required to notify TWH Enterprises, LLC of any changes in product and/or process, changes of suppliers, changes of manufacturing facility location.
10. Suppliers are responsible to flow down requirements to all subcontractors.
11. TWH Enterprises, LLC reserves the right, upon reasonable notification of not less than (5) working days, to visit the premises of any organization providing goods or services to TWH for the purpose of audit/inspection of production/quality system(s) associated documentation and/or product for TWH. Regulatory authorities and/or customers may accompany TWH representative during vendor facility visits.
12. Acceptance of this Purchase Order or shipment of any part of it will constitute an agreement to all of its specifications as to terms, delivery and prices.
13. Suppliers are required to have record retention requirements of at least 10 years.
14. TWH Enterprises, LLC is an "Equal Opportunity Employer"
15. DFAR 252.225-7008, 7009, & 7010 applies to raw material orders.
16. Seller agrees and shall ensure that counterfeit Goods are not delivered to Buyer. Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware or suspects that it has furnished counterfeit Goods. If suspect/counterfeit Goods are furnished under this order or are found in any of the Goods delivered hereunder, such items will be impounded by Buyer. Seller shall be required to disclose the source of the suspect/counterfeit Goods to the Buyer. Upon request of Buyer, Seller shall immediately provide documentation that authenticates traceability of the affected Goods to the applicable OEM. Seller shall promptly replace such suspect/counterfeit Goods with Goods acceptable to Buyer. All occurrences of Suspect Counterfeit and/or Counterfeit Goods will be reported to ERAI and/or GIDEP by Seller or Buyer.
17. Suppliers are required to ensure the communication of Product Safety which is defined as: The state in which a product is able to perform to its designated or intended purpose without causing unacceptable risk of harm to persons or damage to property.
18. Suppliers are required to be aware of the importance of ethical behavior and ensuring ethical behavior practices.

Right of Access

All Suppliers shall allow TWH Enterprises, LLC, our customers, and regulatory agencies right of access to any place necessary to determine and verify the contracted work conforms to specified requirements, including all applicable records and materials. This includes any internal and sub-contracted records held by the Supplier.

F-740-005D