



SigmaTron International, Inc.
Purchase Order Terms and Conditions

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- 1. SCOPE OF AGREEMENT; TERMS.** These terms and conditions apply to the provision of goods and services by Seller as ordered by SigmaTron International, Inc. (“Buyer”) from time to time on a purchase order or similar document and all supporting and related documentation including engineering documentation and specifications, instructions and changes in deliveries provided by Buyer (each, an “order”). The term “Seller” means the supplier of any goods or services and all others liable for their supply, and their agents, successors and assigns. These terms and conditions and any other provisions stated in the order (collectively, the “terms”) shall constitute the entire agreement relating to the purchase of the goods or services ordered on the face of an order and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties and communications, written or oral. Seller is hereby notified of Buyer's objection to any of Seller’s contract provisions inconsistent with the terms and to any additional contract provisions proposed by Seller in accepting or acknowledging an order and none of such contract provisions shall become a part of the order unless accepted in writing by Buyer. Neither Buyer's subsequent lack of objection to any such contract provisions, nor the acceptance of goods or services ordered by Buyer, shall constitute or be deemed an agreement by Buyer to any such contract provisions. Seller may not assign any order without Buyer's written consent.
- 2. ORDERS.** Each order by Buyer for the purchase of good or services is considered accepted and subject to the terms when Seller ships or delivers the goods, performs the services or otherwise indicates acceptance as to all or part of the order; provided however that (a) each order is subject to change or withdrawal, in whole or in part, by Buyer at any time before acceptance without liability to Buyer, and (b) Buyer may cancel or reschedule any part or all of an order without liability to Buyer if (1) Buyer gives notice at least 180 days before the specified delivery date, or (2) Seller agrees in writing. In addition, each order is subject to Seller’s established cancellation policies that allow Buyer to reschedule and cancel order quantities before the specified delivery date without liability to Buyer if Buyer complies with the terms of such established cancellation policies; when Seller has no such established cancellation policies, Buyer may cancel or reschedule any part or all of an order without liability to Buyer if Buyer gives notice more than 45 days before the specified delivery date.,
- 3. PACKAGING AND SHIPPING.** Seller shall suitably pack, mark and ship the goods to secure transit without damage and in compliance with any requirements of common carriers, any special handling instructions communicated by Buyer, and best commercial practices. Hazardous material shall be in approved containers. Goods requiring protection against environmental hazards, including electrostatic discharge (ESD), temperature, humidity, rust or corrosion, shall be appropriately protected and clearly marked. Buyer reserves the right to select the common carrier to be used by Seller. Seller shall be liable for any difference in freight charges or damage to the goods by its failure to comply with the terms or Buyer’s requirements. Seller will send Buyer a Notice of Shipment giving the number of the order, kind and amount of goods, and route at or prior to time of shipment. No charge will be allowed for boxing, packing or cartage unless agreed by Buyer. Unless otherwise stated in the order, or agency regulation, the part container marking of each shipment shall contain, at a minimum, the following fields: Buyer P.O. number, Buyer part number, Seller part

number, if different, country of origin, revision level, date code, quantity and lot code, if available.

- 4. DELIVERY.** Time is of the essence for each order. Delivery of the goods, in the exact quantities ordered, or performance of the services must be made by the dates specified in the order except as agreed by Buyer. Subject to the force majeure clause below, in the event of Seller's failure to deliver or perform when specified, Buyer reserves the right to cancel any order or any part thereof without prejudice to its other rights, and Seller agrees that Buyer may charge Seller with any loss or expense sustained as a result of such failure to deliver or perform and may return all or part of any shipment of goods so made or performance tendered. Acceptance of any partial shipment or performance after the scheduled delivery or performance date shall not constitute a waiver of subsequent delivery or performance dates as scheduled.
- 5. FORCE MAJEURE.** A delay of Buyer to take shipments or accept performance under an order or of Seller to deliver goods or perform services (in either case, the "Performing Party"), if the delay is the direct result of fire, explosion, flood, war, accident, interruption of or delay in transportation, labor strike or any other circumstance of like or different character beyond the Performing Party's reasonable control, shall be excused if the Performing Party provides prompt notice to the other party of the event and anticipated duration of the delay. In the event that a force majeure event delays Seller's performance, Buyer shall have the right, at its option, to reduce the quantity of goods or services covered by an order by all or part of the shipments not taken or services not performed, extend the delivery period by a time equal to that during which shipments have not been taken or services have not been performed, or require Seller to deliver to or perform at another plant designated by Buyer at Seller's sole risk and expense. Buyer may elect more than one of these remedies and any other remedy or remedies to which it may be entitled at law or in equity, for any order.
- 6. INSPECTION.** Payment for goods or services shall not constitute an acceptance, but all goods sold or services performed shall be received subject to Buyer's inspection. Buyer may inspect all goods (including all tooling and material used in their manufacture) and services performed at times and places designated by Buyer, including at the place of manufacture. Seller will perform such inspections as are designated by Buyer. Seller will make inspection systems, procedures and records available to Buyer upon request. Notwithstanding any prior payment, Buyer may reject and return any goods or services which (a) are defective, unsatisfactory, or of inferior quality or workmanship, (b) fail to meet the specifications or other requirements of the applicable order, or (c) in Buyer's sole opinion, determined in good faith, contain any conflict mineral (as defined in Section 35 below) originating in the Democratic Republic of Congo ("DRC") or an adjoining country (as defined in Section 35 below) if Buyer has not specifically agreed in advance that Seller may furnish goods that contain such conflict mineral and such furnished goods shall be deemed nonconforming. Such rejected goods shall, unless used by Buyer, remain the property of Seller and may be returned at Seller's risk and expense, and Seller shall reimburse Buyer for all prior payments therefor and costs incurred in connection with shipment or return of such goods.

7. **TITLE.** Whether an order is designated as “delivered” or “f.o.b” Buyer’s plant or Seller’s plant, and without regard to which party arranges for or pays the freight, title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and accepts the goods at the point or points of delivery. The risk of loss of, or damage to, goods which so fail to conform to the order as to give a right of rejection shall remain with Seller until cure or acceptance.
8. **WARRANTY.** Seller warrants that it has good and merchantable title to the goods and that the goods are free of defects in material and workmanship, will conform strictly to the order, shall be of good merchantable quality and fit for the purpose for which sold, are genuine and are manufactured by a manufacturer approved by Buyer, and are sold to Buyer free and clear of all claims, liens and encumbrances. If services are involved, Seller warrants that the services will conform strictly to the order and be performed in a workmanlike and professional manner in accordance with generally recognized commercial practices and industry standards for similar services. Seller will devote adequate resources to meet its obligations under each order. Seller further warrants that information concerning the goods or services furnished to Buyer or its customer accurately describes their nature and performance. These warranties are in addition to any warranty or service guarantee offered by Seller or implied or provided by law. Seller agrees to pay the cost of Buyer's defense, including attorney’s fees, and Buyer’s losses, including judgments, in any claim or suit arising from any breach of any of Seller’s warranties.
9. **INDEMNITY.** Seller agrees to defend, indemnify and save harmless Buyer and its subsidiaries and any of their successors, assigns, customers, agents, representatives, and employees from any and all charges, claims and suits by third parties, including successors, assigns, customers, agents, representatives and employees of Seller and of Buyer, based upon or arising out of any damage, losses, expenses, charges, costs, injuries or illness sustained or incurred by any such person or persons as a direct or indirect result of the purchase, use of the goods or services covered by an order, the performance or non-performance of an order or the services or deliverables provided for thereunder, the performance of or failure to perform any work or other activity related to such services, or for Seller's breach of warranties. Buyer shall promptly notify Seller as to any actual or threatened claim or suit related to an order or the goods or services provided thereunder, and Seller shall either (a) upon written notice to Buyer within thirty (30) days of Buyer's notice, assume full control of the defense thereof, in which case Buyer may elect to participate in the defense at Buyer’s cost and Seller agrees not to settle such claim or suit without Buyer’s consent, or (b) pay or reimburse Buyer for all of Buyer's actual costs and expenses, including attorney's fees, in the defense of such claim or suit.
10. **PRICE.** Unless Buyer directs Seller that a price shall be as quoted on the shipment date, if a price is omitted on an order or not otherwise approved by Buyer at least 48 hours prior to shipment of the goods or performance of the services, it is agreed that Seller’s price will be the last price quoted to Buyer or the price quoted at the time of order placement, whichever is lower. Seller warrants that the prices for the goods sold to or services performed for

Buyer are no less favorable than Seller currently extends to any other customer for the same or similar goods or services in similar quantities. If Seller reduces its prices to others during the term of an order for such goods or services, Seller will reduce the prices to Buyer for goods or services subject to the order correspondingly. Seller warrants that prices shown on an order are complete, and that no additional charges of any type will be added without Buyer's express consent.

- 11. PAYMENT.** On all invoices, the payment terms are net 60 days, unless otherwise agreed by Buyer in writing, calculated from receipt of goods at Buyer's warehouse, or the completion of the services, if services are involved, except that if the invoice requirements of Section 10 and Section 12 are not met or the inspection permitted in Section 6 is not completed, the date for calculating the payment term shall be postponed until these requirements are met or completed.
- 12. SPECIAL FREIGHT INSTRUCTIONS.** On goods bought "delivered" or "f.o.b." Buyer's plants, Seller shall prepay freight or other carrying charges and supply Buyer with a prepaid bill-of-lading or express receipt. Buyer will withhold payment of Seller's invoice until the date this condition has been fulfilled and reserves the right to take a cash discount from this latter date. The "recourse" clause on the bill-of-lading must not be signed, and any overcharges which may accrue will be for Seller's account.
- 13. REMEDIES NOT EXCLUSIVE.** The remedies set forth in the terms shall be in addition to any other remedies provided by law or in equity. No waiver of a breach of any provision of the terms shall constitute a waiver of any other breach, or of such provisions.
- 14. INTELLECTUAL PROPERTY WARRANTY.** Seller warrants and agrees that no goods or services furnished to Buyer, or the use thereof by Buyer or its customers, infringe any patent, trademark, service-mark, copyright or other proprietary or intellectual property right. Seller will defend Buyer in any claim or suit that may arise in respect thereto and Seller will indemnify and save harmless Buyer and its subsidiaries and any of their successors, assigns, customers, agents, representatives and employees against any loss, damage, charge, injury, illness, cost or expense, including attorney's fees, which may be incurred by the assertion of any such rights by other persons.
- 15. DESIGN CHANGES.** Specifications and drawings are subject to changes or design modifications ordered by Buyer which shall be promptly incorporated in Seller's production or performance upon Buyer's notice to Seller. Any increase or decrease in unit price or revision of delivery schedules occasioned by such change orders shall be made if agreed by Buyer and Seller.
- 16. USE OF SUB-TIER SUPPLIERS.** When Seller uses sub-tier suppliers, the Purchase Order, drawings and specification requirements shall be flowed down by Seller to the sub-tier suppliers, and Seller is responsible for the sub-tier suppliers' adherence to all order requirements.

- 17. REVISION LEVEL.** Unless otherwise specified, goods shall be provided to the latest revision of the specification that is in effect at the date of the order. Seller shall indicate the revision and certification levels on packaging.
- 18. ALTERNATE PARTS/PART SUBSTITUTIONS.** Alternate parts are not permitted unless Buyer agrees by order amendment. Seller is liable for costs associated with further processing resulting from use of unauthorized parts.
- 19. ALTERED OR REWORKED GOODS.** Goods which have been altered or reworked must have a sample submitted for approval by Buyer prior to shipment. Reworked and altered goods must be identified with another lot number. In addition, altered and reworked goods must have a manufacturer's Certificate of Conformance ("C of C") that acknowledges the goods are in compliance with the specification for which they were originally manufactured.
- 20. DEVIATIONS OR WAIVERS.** Requests for deviations or waivers must be submitted to and approved by Buyer prior to shipment. After a deviation or waiver has been formally approved by Buyer, Seller shall enclose a copy of the approved deviation or waiver with each shipment. Affected goods shall be identified and segregated from the conforming goods. Seller shall provide a detailed cause-and-corrective-action statement, prior to Buyer's acceptance.
- 21. SURPLUS PARTS.** Surplus parts are only allowed if they are ordered by Buyer and in new, unused condition and traceable to a manufacturer's overrun. Also, surplus parts must be in the original manufacturer's packaging, with documentation traced to a manufacturer's lot. A new order must be issued for all surplus parts.
- 22. AGE-CONTROLLED MATERIALS.** Unless otherwise specified, any age-controlled materials shall be suitable for use with at least 12 months remaining shelf life when shipped to Buyer.
- 23. PEDIGREE OF PARTS.** Seller shall ensure that parts are manufactured by and traceable to, the approved manufacturer. Seller shall take all reasonable actions to identify and mitigate the transfer of counterfeit parts.
- 24. BUYER APPROVAL.** No goods supplied to or services performed for Buyer may have a design change, a manufacturing process change, a material change, or a location of manufacturing change without prior written advance notice to and approval by Buyer. Seller shall notify Buyer of any non-conforming goods that Seller desires to ship to Buyer prior to shipment. Seller shall obtain approval from Buyer for nonconforming goods before shipping to Buyer.
- 25. TOOLING.** All special dies, molds, jigs, tools, and other equipment supplied to Seller by Buyer for the manufacture of goods shall remain the property of Buyer. Seller shall keep such property in good order and repair, ordinary wear and tear alone excepted, and insured

for full replacement cost during the time it is in Seller's possession. If any of Buyer's property is damaged while in Seller's possession, Seller shall, at its expense, repair or replace the same.

26. SELLER QUALITY. At a minimum, Seller's quality and inspection systems shall comply with ISO 9001:2015 and all requirements stated in the order. In addition, Seller shall comply with the SigmaTron Supplier Quality Manual, which is available on Buyer's web site.

27. CERTIFICATE OF CONFORMANCE.

- (a) When required by the order, Seller shall submit to Buyer with each shipment a C of C confirming compliance with all requirements of the order, including applicable drawings and specifications.
- (b) When required by the order, the C of C shall include the Buyer P.O. number, part number with revision level, quantity, lot/batch number, serial number (where applicable), expiration date (where applicable), and be signed by Seller.
- (c) All certifications must be clearly legible. Shipments with unclear or missing documentation will be rejected at the Seller's expense.
- (d) When required by the order and Seller is not the manufacturer, the distributor shall provide a C of C.

28. LOT INTEGRITY. Each lot, contained in each shipment, must be segregated and identified when required.

29. FOREIGN OBJECT DETECTION ("FOD"). Seller shall ensure that all goods are free of any debris or foreign objects.

30. TEST REPORTS. Reports of chemical, mechanical and physical tests that are specified in an order must be submitted to Buyer with each shipment. If test reports are available online, Seller shall provide Buyer with the appropriate link for online access.

31. RIGHT OF ENTRY. Buyer's representatives, Buyer's customers, and regulatory authorities shall be granted the right to verify at Seller's premises that goods, processes and records conform to specified requirements.

32. RECORD RETENTION. Buyer, for a minimum of seven years, shall retain Certification/Inspection records, unless otherwise agreed in writing.

33. MATERIAL SAFETY DATA SHEETS. Data sheets will be available for any shipment of hazardous material. Upon request, Seller shall provide the current edition of the Material Safety Data Sheet (MSDS) published by the manufacturer.

34. RECORDS; RETENTION. Seller shall retain, for a minimum of seven years unless otherwise agreed by Buyer, records relating to the goods, services and Seller's performance hereunder. Seller shall provide copies of any such records to Buyer at Buyer's request.

35. COMPLIANCE WITH LAW. Seller warrants and represents to Buyer that Seller and its operations comply with all applicable federal, state and local laws, codes, regulations, rules

and orders, including the (a) Fair Labor Standards Act, and (b) Social Security and Workmen's Compensation Laws. Without limiting the generality of the foregoing, each invoice must bear the following certification: "Materials and work covered by this invoice were produced in conformity with the Fair Labor Standards Act as amended."

- 36. EQUAL OPPORTUNITY.** Seller recognizes that Buyer requires its suppliers of goods and services to be equal opportunity employers and not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, handicapped or veteran status, sexual orientation or any other basis prohibited by federal or applicable state law. Each order and the terms specifically incorporate and make a part hereof and thereof all the provisions of Section 202 and 203 of Executive Order 11246, which among other things, prohibit such discrimination. Seller hereby agrees to file all compliance reports required by said Executive Order and, on request, to provide Buyer with copies of compliance reports and any other information necessary to comply with said Executive Order.
- 37. BUILDING CODES.** Seller warrants, at its own expense, that any equipment covered by an order shall, after installation, conform to all building code regulations in effect and applicable to the building and location of said building and further warrants that said equipment, after installation, shall conform to all applicable provisions of the Occupational Safety and Health Act of 1970.
- 38. CONFLICT MINERALS.** Buyer advises Seller that rules of the United States Securities and Exchange Commission may require Buyer to file a report on Form SD ("Form SD") under the Securities Exchange Act of 1934. The term "adjoining country", "conflict mineral", "conflict minerals from recycled or scrap sources" and "outside the supply chain", and variations of those terms, are used herein as those terms are defined for purposes of Form SD. The term "conflict mineral" includes columbite-tantalite (coltan), cassiterite, gold, wolframite, or any of their derivatives, which are limited to tantalum, tin, and tungsten, unless the U.S. determines that additional derivatives are financing conflict in the DRC or any adjoining country. Seller hereby represents, warrants, covenants and certifies that none of the goods furnished under an order shall contain any conflict mineral originating in the DRC or any adjoining country, unless (a) such conflict mineral is from recycled or scrap sources, (b) such conflict mineral was outside the supply chain prior to January 31, 2013, or (c) Seller has notified Buyer in advance that the goods may contain a conflict mineral originating in the DRC or an adjoining country and Buyer has specifically agreed in advance in writing that Seller may furnish such goods, or Buyer may condition its agreement on Seller's binding itself to pay all of Buyer's costs associated with compliance with the requirements of Form SD arising out of the fact that such goods may contain any conflict mineral originating in the DRC or any adjoining country. Seller further agrees (i) to respond promptly to each inquiry by Buyer from time to time certifying in writing to Buyer whether Seller is complying with this Section, (ii) to provide Buyer promptly with such information regarding the source and chain of custody of all conflict minerals that may be contained in goods furnished under an order as Buyer may request from time to time and to certify in writing as to the accuracy and completeness of such information, (iii) to cooperate promptly

as requested by Buyer with Buyer's efforts to comply with the requirements of Form SD, and (iv) without limiting Seller's obligations to comply fully with this Section, to cause its subcontractors and sub-suppliers of every tier to provide Buyer and Seller with the information and cooperation that Seller is required to provide under the foregoing clauses (i), (ii) and (iii). Without limiting the foregoing, Buyer may from time to time request Seller to confirm whether any conflict mineral in goods furnished by Seller comes from a smelter or refiner that is listed in respect of the conflict mineral in question on the EICC Conflict-Free Smelter Program: Compliant Smelter and Refiner Lists at the relevant time, and Seller shall respond to each such request promptly in writing. Should Seller learn or have reason to know of or suspect any development that makes it likely that any goods furnished under an order contain any conflict mineral originating in the DRC or an adjoining country in violation of the foregoing, or that in any other way makes inaccurate or incomplete the representations, warranties and certifications of Seller, then Seller shall immediately advise Buyer in writing of such knowledge or suspicion and all related information known to Seller. If at any time Buyer has a reasonable basis to believe that Seller has taken any action or failed to take any action that in either case may result in Buyer incurring costs associated with compliance with the requirements of Form SD, then Buyer shall have the right, upon notice to Seller, to conduct an investigation of Seller at Seller's expense to determine to Buyer's reasonable satisfaction whether or not any goods furnished under an order contain or contained any conflict mineral originating in the DRC or an adjoining country and, to the extent Buyer concludes, in its sole opinion determined in good faith, that Form SD requires it to exercise further due diligence on the chain and custody of any such conflict mineral, to conduct such diligence at Seller's expense. Seller shall cooperate fully with each such investigation, the scope, method, nature and duration of which shall be at the sole discretion of Buyer. Seller acknowledges that Buyer will rely on the accuracy and completeness of information that Seller furnishes to Buyer as the basis for Buyer's decision regarding its compliance with Form SD. If Seller fails to comply with the terms relating to conflict minerals, Seller shall indemnify and hold Buyer and its subsidiaries and any of their successors, assigns, customers, agents, representatives, and employees harmless from and against any and all damages, losses, expenses, charges and costs arising from, or relating to, such non-compliance.

- 39. REACH.** Seller warrants and agrees that each chemical substance or its preparations on its own or contained in goods sold or otherwise transferred to Buyer is pre-registered if required, and registered if required, under Regulation (EC) No. 1907/2006 ("REACH"), is not restricted under Annex XVII of REACH and if subject to authorization under REACH, is authorized for Buyer's use. Seller shall notify Buyer if Seller decides not to pre-register or register substances that will be subject to registration under REACH and that are contained in goods supplied to Buyer or supplied to Buyer on their own at least 12 months before the applicable registration deadline. Upon request from Buyer, Seller shall provide Buyer with access to all relevant information on substances meeting the criteria under REACH Annex XIV including the name of the substance, where the substance is used, and sufficient information to allow Buyer to safely use the goods or fulfill its own obligations under REACH.

- 40. ASBESTOS-FREE:** Unless stated in the order, no asbestos (as defined in FED-STD-313) is permitted in any goods supplied to Buyer.
- 41. ROHS-BANNED SUBSTANCES:** Unless stated in the order, goods may not contain substances banned under the European Union directives for the Restriction of Hazardous Substances (“RoHS”).
- 42. PRODUCT SAFETY.** Seller shall take appropriate measures to assure goods are safe for use through the production cycles of Buyer and its customers.
- 43. SPECIAL REQUIREMENTS.** Seller shall comply with any other unique material or environmental requirements, specified in the order and related documents. Seller also is responsible for flowdown requirements established by Buyer’s customers including corporate social responsibility behavior standards and product quality.
- 44. SCHEDULING OF DELIVERY.** All carriers are instructed to contact Buyer for a delivery appointment. Buyer’s receiving hours are to be placed on all bills of lading along with the appropriate phone number for appointment.
- 45. INSURANCE.** Seller shall at all times, at its expense, carry and maintain “all risk” comprehensive general and products liability insurance coverage in amounts not less than as required from time to time by Buyer, but in all cases no less than coverage carried by companies such as Seller under similar circumstances. Upon Buyer’s request, Seller shall furnish Buyer a Certificate of Insurance or a copy of the policies evidencing compliance with the above requirements. All required insurance shall provide for thirty (30) days prior written notice to Buyer of any cancellations and Buyer shall be named as additional insured and loss payee, as its interests appear.
- 46. INTEGRATION.** The invalidity in whole or in part of any condition of an order or the terms shall not affect the validity of other conditions or terms. No waiver of any condition of an order or the terms is effective unless explicitly approved by Buyer.
- 47. ASSIGNMENT.** Seller agrees that Buyer may assign to Buyer’s customers any warranties given by or through Seller.
- 48. SURVIVAL.** All Sections of the terms survive any inspection, delivery, performance, acceptance or payment by Buyer of the goods or services.
- 49. LAW; VENUE; JURISDICTION.** Each order shall be governed by and construed according to the laws of the State of Illinois (without regard to its conflict of laws principles). Any claim or suit brought on any matter relating to the sale of goods or performance of services under an order shall be instituted and maintained only in a state or federal court of general jurisdiction in Cook County, Illinois, and Buyer and Seller waive any objection either of them may have to either the jurisdiction or venue of such court. Buyer and Seller irrevocably submit to the jurisdiction and venue of such court.

50. INTERPRETATION. As used herein, “include”, “includes” and “including” are deemed to be followed by “without limitation.” References to the singular include the plural. References to any law, Executive Order or regulation are deemed to be followed by “as amended from time to time.” Any requirement that Buyer agrees, approves, consents or provides instructions or requirements means that an officer of Buyer has expressed his or her agreement, approval or consent or provided instructions or requirements in writing, including in a message sent via a Buyer-provided email system.

51. INDEPENDENT CONTRACTORS. The relationship between Seller and Buyer is solely that of independent contractors and neither one is an agent, employee, co-employer or joint venturer of the other.

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