



GENERAL TERMS & CONDITIONS FOR PURCHASE ORDERS

As a supplier to Quell Corporation, it is understood that your organization agrees to meet the following requirements for each Quell purchase order. These requirements are to be considered as terms and conditions for all purchases.

1. Supplier warrants the materials delivered pursuant to Quell's purchase order, unless otherwise specifically stated in the purchase order, shall:
 - a. be new and only contain materials obtained directly from the Original Equipment Manufacturer (OEM) or an authorized OEM reseller or distributor.
 - b. not contain Counterfeit Items.
 - c. contain only authentic, unaltered OEM labels and other markings; and be free from defects in workmanship, materials, and design.
 - d. be free of foreign object debris (FOD).
 - e. be in accordance with all the requirements of the Purchase Order.
 - f. shall maintain an effective quality assurance system for control of material quality, assembly, testing, packaging and shipping, and routines for quality verification and corrective actions which is acceptable to the buyer and/or its customer.
2. Supplier further warrants that the performance of work and services shall conform with the requirements of the Purchase Order. These warranties shall survive final acceptance and payment.
3. Supplier is required to notify Quell of any changes to a product and/or process that would affect the form, fit or function of the item being purchased, and to obtain approval from Quell.
4. Nonconforming product/material is not to be shipped to Quell without prior approval from Quell's Quality Department. Supplier shall notify Quell of any non-conforming product/material where the product was previously shipped to Quell and may require a recall.
5. Quell authorities retain the right of access to all Supplier facilities involved in the purchase order and to all applicable records.
6. Supplier is required to flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.
7. Acceptance of Quell's purchase order constitutes Supplier's acknowledgement and acceptance of Quell's Supplier terms and conditions as listed above.
8. Seller shall comply with all applicable provisions of Executive Order 11246 dated September 24, 1965, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, together with the implementing regulations for the foregoing, the terms of which are incorporated herein by reference and made a part of this Contract.