**1. Introduction**
These Procurement Terms and Conditions ("Terms") apply to all purchases and orders made by Data-Matique ("Company") from suppliers ("Supplier") of goods and/or services ("Products").  By accepting a purchase order from Data-Matique, the Supplier agrees to be bound by these Terms.
**2. Orders and Acceptance**
2.1. **Purchase Orders**: All purchases will be made via a written purchase order ("Order") issued by the Company.  No oral agreements will be binding unless confirmed in writing by the Company.
2.2 **Contract Review:** Any difference between the PO and related documents and what is provided by the supplier must be clearly communicated and approved by Data-Matique in writing prior to shipment.
2.3. **Acceptance**: The Supplier’s acknowledgment or shipment of Product constitutes acceptance of these Terms.  Any conflicting terms or conditions proposed by the Supplier are rejected unless specifically agreed to in writing by the Company.
2.4 **MRB Authority:**  Supplier is NOT granted MRB authority.  Changes, revisions, or alterations must be approved by Data-Matique in writing.
**3. Price and Payment**
3.1. **Price**: The price for Products will be as specified in the Order and includes all applicable taxes, duties, and ***shipping charges*** unless otherwise specified.  No surcharges or certification charges are accepted unless approved by Data-Matique in writing.
3.2 **Proper Certifications** are required as part of the contract.  Failure to supply or correct certification will result in an incomplete contract.
3.2. **Payment Terms**: Payment terms will be as stated in the Order. If not specified, payments will be made within 30 days of receipt of an invoice or delivery of Products, with all certifications, whichever is later.
**4. Delivery and Performance**
4.1. **Delivery**: The Supplier will deliver the Products in accordance with the delivery schedule specified in the Order.  Time is of the essence, and failure to deliver on time may result in cancellation of the Order and/or claims for damages.
4.2. **Performance**: The Supplier will perform all obligations under the Order in a timely and professional manner and in accordance with the specifications and requirements set forth in the Order.  Data-Matique assesses suppliers based on on-time percentage and non-conformances and uses this data for supplier evaluations.
**5. Quality and Inspection**
5.1. **Quality**: The Products must meet the quality standards specified in the Order as well as any applicable industry standards.
5.2 **QMS:** Approved vendors must maintain a Quality Management Program that is subject to Data-Matique auditing.
5.3. **Inspection**: The Company reserves the right to inspect and test the Products upon delivery.  If any Products are found to be defective or non-conforming, the Company may reject the Products and require the Supplier to replace or repair them at no additional cost.
5.4 **Outsourcing of Processes:** Outsource processes shall be controlled to vendor approved suppliers and are still subject to Data-Matique Procurement Terms and Conditions.
5.5 **Traceability:** All materials utilized in the manufacture of Data-Matique products shall be traceable to the raw materials producer.  All documentation shall be available in English and be maintained for a period of not less than 10 years.  Records retention that shall exceed 10 years is identified on the Company PO.
**6. Compliance**
6.3. **DFAR Compliance:** All specialty metals shall be compliant with DFAR 252.225-7008 and must be traceable to compliance on the certifications.   Exceptions allowed only when stated in writing on the purchase order.
6.4 **RoHS Compliance:** All material as well as chemical processes shall be compliant with RoHS requirements and must be traceable to compliance on the certification.  Exceptions allowed only when stated in writing on the purchase order.
6.5 **Foreign Object Debris (FOD):** All suppliers shall maintain a FOD program.  FOD programs shall include the review of manufacturing processes, a self-assessment program, and a FOD control coordinator.
6.6 **Counterfeit Prevention Program:** Supplier shall maintain a counterfeit prevention program to ensure materials utilized in Data-Matique production is not compromised.
**7. Warranties:** The Supplier warrants that the Products are free from defects in materials and workmanship and conform to the specifications provided. This warranty is in addition to any other warranties provided by law or contract.
**8. Confidentiality:** All documentation received by the supplier is confidential and proprietary to Data-Matique and shall only be used for the purpose of manufacturing and shall not be shared with anyone outside of a “need to know” basis.  The Supplier agrees to keep all non-public information provided by the Company confidential and to use such information solely for the purpose of fulfilling the Order.
**9. Intellectual Property:**  Any intellectual property created as a result of the performance of the Order shall be the property of the Company. The Supplier grants the Company a perpetual, royalty-free license to use any pre-existing intellectual property incorporated into the Products.
**9. Indemnification and Liability**
9.1. **Indemnification**: The Supplier agrees to indemnify and hold harmless the Company from any claims, damages, or liabilities arising from the Supplier’s performance under the Order, including but not limited to claims related to intellectual property infringement or product liability.
9.2. **Liability**: The Supplier’s liability for any claim arising out of the Order will be limited to the value of the Order, except where such liability arises from willful misconduct or gross negligence.
**10. Termination**
10.1. **Termination for Convenience**: The Company may terminate the Order at any time for convenience by providing written notice to the Supplier. The Supplier will be entitled to compensation for work performed up to the date of termination.
10.2. **Termination for Cause**: The Company may terminate the Order, in whole or part, immediately if the Supplier fails to perform any material obligation under the Order or becomes insolvent.

**11. Governing Law and Dispute Resolution**
11.1. **Governing Law**: These Terms will be governed by and construed in accordance with the laws of Texas, without regard to its conflict of law principles.
11.2. **Dispute Resolution**: Any disputes arising out of or in connection with the Order will be resolved through arbitration or mediation in Dallas, Texas, as applicable.
**12. Miscellaneous**
12.1. **Force Majeure**: Neither party will be liable for delays or failures in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, or labor disputes.
12.2. **Entire Agreement**: These Terms, together with the Order, constitute the entire agreement between the parties with respect to the subject matter and supersede all prior agreements and understandings.
12.3. **Amendments**: Any amendments to these Terms must be made in writing and signed by authorized representatives of both parties.
**13. Contact Information**
For any questions regarding these Terms, please contact:
Data-Matique
allen.werner@data-matique.com
972-272-3446

Approved By                                                                                                       Date
Allen Werner                                                                                   September 16, 2024
Allen Werner, President
Data-Matique