

Krypton Solutions Terms & Conditions

PURCHASING

Goods & Services

Seller agrees to provide the goods or services in accordance with the applicable purchase order, scope of work, manufacturer specifications and subject to these Terms and Conditions. Upon acceptance of a purchase order or shipment of Goods, Seller shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any applicable purchase order, RFQ or data flow down whether Seller acknowledges or otherwise signs this Agreement or the purchase order, unless Seller objects to such terms in writing prior to shipping Goods.

Acceptance of our order or purchase order is acceptance of our Terms & Conditions.

Inspection

Krypton Solutions shall have a reasonable time after receipt of Goods or Services and before payment to inspect them for conformity hereto, and Goods or Services received prior to inspection shall not be deemed accepted until Krypton Solutions has run an adequate test to determine whether the Goods conform to the specifications hereof. Use of a portion of the Goods or Services for the purpose of testing shall not constitute an acceptance of the Goods or Services. If Goods or Services tendered do not wholly conform to the provisions hereof, Krypton Solutions shall have the right to reject such Goods or Services. Nonconforming Goods or Services will be returned to Seller freight collect and risk of loss will pass to Seller upon Krypton Solutions delivery to the common carrier.

Conformances

Suppliers must maintain conformance and traceability records regarding the product or service provided in regards to any order.

All special processes required in an order placed by Krypton Solutions must be performed by qualified personnel and the processes be periodically validated to ensure output meets requirements. Process validation records will be made available upon request.

Any deviation from order requirements must be clearly identified, communicated and approved by an authorized Krypton Solutions individual prior to shipping.

Detection of a nonconforming product regarding any order (currently in work or previously shipped) must be promptly communicated to our quality department for risk assessment.

If any portion of a Krypton Solutions order is outsourced to your suppliers, all applicable requirements and specifications must be communicated (including all applicable key characteristics) to each sub-tier supplier used.

Supplier will notify Krypton Solutions of any process changes that may affect the quality of the final product.

Suppliers are not, under any circumstance, granted MRB authority to alter the product characteristics.

If providing calibration services, all certificates must identify standards used and must be traceable to NIST (National Institute of Standards Technology).

GENERAL TERMS FOR ALL ORDERS

New Jobs require at minimum the following data:

Gerbers or ODB++ Files (Preferred)

Fab Notes within the Gerbers or in a Separate Document

IPC Netlist

CAD Data

Bill of Materials

Repeat Orders that have changes or special requirements must be specified by the customer upon release of job

DELIVERY

Delivery Dates Provided to Customer Will Be Extended Past The Assembly Turn Time Stated In The Quote In The Listed Circumstances:

Upon Receipt of final customer supplied parts

Delay in receipt of any data from the customer

Holds Placed On Production By Customer

As agreed upon between seller and purchaser

Actual Receipt of Long Lead materials

Delivery delays may occur if there are unknown issues/difficulties that arise due to customer design and will be communicated to the customer.

Under no circumstances shall Krypton Solutions, Agents or Employees be held liable for direct or indirect damages caused by the failure of delivery in excess of the Krypton Solutions quote.

TERMS

Payment Options

P-Card – Immediate Upon Delivery

Net 15 – Upon Approved Credit

Net 30 – Upon Approved Credit

Special Agreement Available Upon Mutual Agreement in Writing or Contract

QUOTES

Krypton Solutions will honor quotes up to 30 days and may honor quoted price past that date in special circumstances.

The below instances will allow for an increase in the quote price.

Requests by the customer to substitute parts or materials that is at a higher price.

Request for pull in of the due date

Unknown steps in the process not originally stated by the customer

Significant increase in pricing of specialized parts or services from the manufacturer, vendor or service provider

Change in quantity

Release of a job or acceptance of our quote is acceptance of our Terms & Conditions

Cancellations

An order once placed cannot be cancelled except by mutual agreement of seller and purchaser.

In the case of contracts involving more than one delivery, if default is made in payment on due date for any one delivery, the seller at his option shall be entitled to treat the contract as repudiated and or terminated by the buyer and to claim damages accordingly. Seller shall be under no obligation to continue to produce or deliver additional product in the event of default for non payment to Krypton Solutions for prior purchase or payment due. In the event of a cancellation or termination the purchaser shall fully indemnify seller of hard and soft costs incurred by the seller.

Customer will be responsible for any costs incurred prior to or caused by the cancellation to include Parts, Labor and Vendor fees

QUALITY

Workmanship

Unless otherwise specified, Krypton Solutions manufacturing process complies with IPC-610-D, Class 2

Quality Policy

Krypton Solutions is dedicated to continuously improving our Quality Management System and customer satisfaction.

Our management and employee's commitment to build industry leadership is the result of the continuous improvement effort from all its team members.

In supporting our quality policy and objectives, Krypton Solutions shall supply defect free products efficiently, economically and on-time that consistently meet or exceed our customer's requirements.

MISCELLANEOUS

We reserve the right to review the processes and records associated with all orders at all suppliers' facilities with appropriate notification. This right extends to our customers, applicable regulatory agencies, and any sub-tier suppliers used in the fulfillment of this order.

Krypton reserves the right to modify these Terms and Conditions at any time upon written notice to purchaser. Such modifications shall be effective immediately upon posting of the modified Terms and Conditions and shall apply to the jobs not yet ordered.

These Terms constitute the entire agreement of the parties and supersede any and all prior and contemporaneous agreements of the parties relating to the subject matter. If any provision of these Terms is determined to be invalid or unenforceable, then such invalidity or unenforceability shall not have any effect on any other provision of these Terms, all of which shall remain in full force and effect.

These Terms are governed by the laws of the United States of America. The district court in Collin County, Texas has the exclusive jurisdiction regarding any and all disputes relating to these Terms.