



STANDARD TERMS & CONDITIONS

These Standard Terms and Conditions apply to quotations and purchase orders issued to Supplier/Provider supplying material, parts, and services. All Buyers noted in these Terms and Conditions are MMG Buyers.

GENERAL: This Agreement constitutes the entire final, complete, and exclusive understanding and agreement between the Buyer and Seller and supersedes all prior representations, proposals, or understandings. This Agreement may not be amended, modified, or supplemented except in writing as agreed to and signed by both parties. The Buyer agrees to comply with and be bound by the terms hereof. No additional or different terms in Buyer's purchase order or other documents shall apply

1. Order Placement and Acceptance

1.1 Purchase Orders: The Buyer shall place orders for raw materials, parts, or service in writing, specifying the quantity, specifications, and delivery instructions.

1.2 Order Confirmation: The Supplier shall confirm acceptance of each order in writing. No order shall be binding unless confirmed by the Supplier.

1.3 *Copy Exact Requirement: The Supplier agrees to supply the raw materials, parts, services precisely as specified in the Buyer's purchase order and to adhere to any "copy exact" specifications outlined, including but not limited to exact chemical composition, dimensions, and grade.

2. Specifications and Quality Assurance

2.1 Product/Process Specifications: The raw materials, parts or services supplied must meet the specifications provided in the Buyer's purchase order, including all quality standards and testing requirements. Any deviations from the specified requirements, including "copy exact" specifications, must be pre-approved by the Buyer in writing.

2.2 Quality Control: The Supplier shall maintain adequate quality control procedures to ensure that all raw materials, parts or services conform to the agreed specifications. The Buyer reserves the right to inspect, test, and reject any materials or parts that do not meet the required specifications or are found to be defective upon delivery.

2.3 Documentation: The Supplier shall provide certification of compliance and/or test reports, as applicable, for each batch of raw materials, parts or services delivered.

3. Delivery and Shipping

3.1 Timely Delivery: The Supplier shall deliver the raw materials or parts on or before the date specified in the purchase order. Delays in delivery are unacceptable unless caused by force majeure events, in which case the Supplier must notify the Buyer immediately.

3.2 Packaging and Shipping: The Supplier shall ensure that all raw materials or parts are properly packaged to prevent damage during transit and that shipments are made in accordance with the Buyer's shipping instructions if provided.

3.3 Risk of Loss: Risk of loss or damage to raw materials or parts passes to the Buyer upon delivery at the designated delivery location, except where damage occurs due to the Supplier's actions or negligence.

4. Price and Payment Terms

4.1 Pricing: The price for the raw materials, parts or services is specified in the purchase order. The Supplier agrees that prices will remain firm for the duration of the order unless otherwise agreed upon in writing.

4.2 Payment Terms: Payment shall be made by the Buyer within 2/10 net 45 days of receipt of an accurate invoice and upon acceptance of the raw materials, parts or services. The Buyer reserves the right to withhold payment for any materials that do not conform to the agreed specifications or are otherwise defective.

4.3 Taxes: All applicable taxes and duties related to the sale and delivery of raw materials, parts or services shall be the Supplier's responsibility unless otherwise agreed.

5. Warranty

5.1 Warranty of Materials: The Supplier warrants that the raw materials, parts or services supplied will conform to the agreed specifications and be free from defects in materials, workmanship, and design for a period of 1 year from the date of delivery.

5.2 Remedies for Non-Conforming Goods: If raw materials, parts or services are found to be non-conforming, defective, or not in compliance with the agreed specifications, including "copy exact" requirements, the Supplier shall, at the Buyer's discretion, either replace or repair the raw materials, parts or service at no cost to the Buyer, or issue a full refund for the affected goods.

6. Compliance with Laws and Regulations

6.1 Legal Compliance: The Supplier shall ensure that the raw materials, parts and services supplied comply with all relevant laws, regulations, and industry standards, including environmental and safety regulations.

6.2 Environmental Impact: The Supplier agrees to provide information regarding the environmental impact and sustainability of the raw materials, parts or services, as required by the Buyer.

7. Confidentiality

Both parties agree to maintain confidentiality regarding any proprietary or confidential information exchanged during the performance of this Agreement, and to not disclose such information to any third party without prior written consent from the other party.

8. Data Security and Cybersecurity

Supplier shall operate and maintain an information and cybersecurity program, including administrative, physical and technical safeguards, designed to protect against and prevent any unauthorized use, access, processing, destruction, loss, alteration or disclosure of Confidential Information and Personal Data ("Security"). Upon the request of MMG, Supplier shall provide proof of Supplier's Security and submit its processing facilities for audit of the processing activities covered by the Order.

9. Indemnification

The Supplier agrees to indemnify and hold harmless the Buyer, its officers, employees, and agents from and against any and all claims, damages, liabilities, and expenses arising out of the Supplier's breach of this Agreement, including non-compliance with the specifications or failure to meet "copy exact" requirements.

10. Force Majeure

Neither party shall be liable for any delay or failure to perform under this Agreement due to events beyond their reasonable control, including but not limited to natural disasters, acts of war, strikes, or government actions. The affected party must notify the other promptly in writing of the force majeure event.

11. Termination

11.1 **Termination for Convenience:** Either party may terminate this Agreement or any purchase order by providing 30 days written notice to the other party.

11.2 **Termination for Breach:** The Buyer may terminate this Agreement or any purchase order in the event of the Supplier's breach, including failure to meet the required "copy exact" specifications.

11.3 **Post-Termination:** Upon termination, the Supplier shall cease the supply of raw materials, parts or services and cooperate in the return or disposal of any unsupplied materials as instructed by the Buyer.

12. Governing Law and Dispute Resolution

12.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Massachusetts/United States.

12.2 **Dispute Resolution:** Any disputes arising out of or in connection with this Agreement shall be resolved through [arbitration/mediation] in Massachusetts/United States, according to the rules of Massachusetts.

13. Miscellaneous

13.1 **Entire Agreement:** This Agreement represents the entire understanding between the parties and supersedes all prior agreements or understandings.

13.2 **Amendments:** Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

14. Counterfeit Parts

14.1 **Definition of Counterfeit Parts:** For the purposes of this Agreement, "counterfeit parts" are defined as materials, parts, or services that are misrepresented by the Supplier as meeting specified requirements or that are not genuine, authentic, or sourced from an authorized manufacturer or distributor. This includes parts that have been altered, misidentified, or falsely labeled.

14.2 **Supplier's Obligations:** The Supplier warrants that all raw materials, parts, and services supplied under this Agreement are free from counterfeit or unauthorized components. The Supplier shall not provide any counterfeit parts or materials, and shall take all necessary precautions, including conducting appropriate inspections and tests, to ensure that the materials and parts provided are legitimate and comply with the Buyer's specifications.

14.3 **Notification and Removal:** If any counterfeit parts are identified, the Supplier shall immediately notify the Buyer in writing. The Supplier agrees to promptly remove and replace any counterfeit parts at no additional cost to the Buyer, and to bear all expenses associated with the removal, replacement, and return of counterfeit items.

14.4 **Consequences of Non-Compliance:** In the event the Supplier delivers counterfeit parts, the Buyer reserves the right to terminate the purchase order or Agreement without liability, and the Supplier shall be liable for any costs incurred by the Buyer, including the costs associated with inspection, removal, replacement, and any resulting damages.

14.5 **Inspection and Right to Reject:** The Buyer reserves the right to inspect and test all raw materials, parts, and services provided under this Agreement. Any materials or parts found to be counterfeit may be rejected and returned to the Supplier at the Supplier's expense.

- Copy Exact is defined as a process that requires notification to the Buyer prior to the changes to the product or manufacturing processes used to manufacture.

By accepting a purchase order or entering into a supply agreement, the Supplier acknowledges and agrees to these Terms and Conditions.