

# Purchase Order Terms and Conditions

To the extent that Arrow Electronics, Inc., including any its affiliate or subsidiaries (“Purchaser”) and Seller do not have an agreement (“Master Agreement”), these terms and conditions (“Terms and Conditions”) will apply to this purchase order (“Purchase Order”).

**1. ACCEPTANCE, TERMS AND CONDITIONS:** (a) This Purchase Order and any amendments thereto are considered accepted by Seller unless notification of rejection is received in writing and acknowledged and accepted by Purchaser. (b) This Purchase Order is an offer by Purchaser and expressly limits Seller’s acceptance to the terms of this Purchase Order. (c) This Purchase Order does not constitute an acceptance by Purchaser of any offer to sell, any quotation, or any proposal of Seller. Reference in this Purchase Order to any such offer to sell, quotation, or proposal shall in no way constitute a modification of any of the Terms and Conditions of this Purchase Order. **ANY ATTEMPTED ACKNOWLEDGMENT OF THIS PURCHASE ORDER CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER IS NOT BINDING UPON PURCHASER UNLESS SPECIFICALLY ACCEPTED BY PURCHASER IN WRITING.** These Terms and Conditions prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller’s general terms and conditions of sale or any other document issued by Seller in connection with this Purchase Order, which are hereby rejected and considered null and void. Time is of the essence of this Purchase Order. Purchaser may terminate the whole, or any part of this purchase order at any time for any reason.

**2. INVOICE AND PAYMENT:** Purchaser agrees to pay Seller the prices set forth on the Purchase Order. Seller shall issue invoices for any sums due, and undisputed invoices shall be due and payable pursuant to the terms of the Purchase Order after Purchaser’s receipt of a valid invoice. The price of the goods or services includes all packaging, transportation costs to the delivery location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes.

**3. DELIVERIES:** Deliveries are to be made both in quantities and at the time specified in this Purchase Order. Purchaser will have no liability for payment of materials or goods, which are in excess of quantities specified in this Purchase. An itemized packing list, showing; (i) Purchaser’s purchase order number, (ii) the respective prices of each item purchased, and (iii) all other necessary and relevant documents outlined within this Purchase Order, must accompany all shipments.

**4. TRANSPORTATION:** Unless otherwise stipulated on the face of this Purchase Order, goods covered by this Purchase Order shall be shipped in accordance with the terms listed on the Purchase Order. Unless otherwise stated, Arrow may select its own carriers as reflected in the applicable routing guide. Seller shall reimburse Purchaser for any fines, penalties, or other costs associated in any way with packing list errors. Premium freight charges due to erroneous descriptions of freight terminology, erroneous routing, overdue or partial shipments (not including those authorized) will be charged back to Seller. No charge for boxing or cartage, unless previously arranged, will be accepted.

**5. INSPECTION:** All goods shall be subject to inspection and test by Purchaser and its customers ("Customers"), at all times and places. If the goods are rejected as a result of failure to pass Purchaser's inspection, they will be returned to Seller at Seller's expense, plus charges for repackaging, materials, labor, and inbound freight costs. Neither failure to inspect, accept, or reject goods or services, nor failure to detect defects by inspection, shall not relieve Seller from responsibility for any defective goods or services delivered nonconforming or defective.

**6. WARRANTIES:** Seller warrants and represents that; (i) all goods furnished on this Purchase Order are authentic and fully comply with all applicable laws, (ii) such goods do not infringe upon any patents, trademarks, labels, copyrights, or other proprietary rights, and. (iii) Seller warrants and represents that all services provided hereunder will be performed in a manner acceptable in the industry and in accordance with generally accepted standards for such services. Seller warrants and represents that all goods sold hereunder or pursuant hereto will be free of any liens, will be of merchantable quality, free from all defects in design, workmanship and materials, and will be fit for the particular purposes for which they are purchased and that all goods and services provided hereunder conform to the specifications, samples, drawings, designs or other requirements (including performance specifications) approved by Purchaser. **Seller's warranties shall run to Purchaser, its successors, assigns, customers at any tier, and ultimate users and joint users.**

**7. NON-ASSIGNMENT; NO DELEGATION OF PERFORMANCE:** Assignment of this Purchase Order or any interest therein or any payment due or to become due hereunder, without the written consent of the Purchaser, shall be void. The Seller shall not delegate its performance under this Purchase Order without the prior written consent of the Purchaser and without providing assurances requested by Purchaser from Seller's assignee. Any attempted delegation of performance by Seller contrary to the terms herein is null and void.

**8. COMPLIANCE WITH LAWS:** Seller shall comply with all applicable laws, regulations, and ordinances in all applicable jurisdictions in which it does business or which Purchaser informs Seller the goods will likely be shipped. Seller shall protect, indemnify, defend against and hold harmless Purchaser from said risks and from any claims under any and all applicable laws Seller shall comply with Purchaser's applicable policies and procedures where the same are posted, conveyed, or otherwise made available to Seller. Seller warrants and represents that it; (i) complies with Purchaser's Arrow's Business Partner Code of Conduct, which can be found at [www.arrow.com](http://www.arrow.com), (ii) or has implemented and abides by a code of conduct that is substantially similar thereto (in such case, Seller shall provide a copy to Purchaser for review upon Purchaser's request). In the event Purchaser determines any of Seller's representations, warranties, certifications or covenants to be untrue, Seller shall compensate Purchaser for any damages suffered by Purchaser as a result of Seller's untrue representations, warranties, or certifications or breach of covenants.

**9. SITE RULES; INSURANCE:** Seller will conform strictly to all of Purchaser's site rules and regulations when performing services on Purchaser's premises, including but not limited to Purchaser's requirements for background screening contingent workers. Seller shall obtain and maintain adequate to cover any and all claims that could arise out of this Agreement.

**10. INDEMNIFICATION:** Seller shall absolutely and unconditionally indemnify, defend, and hold harmless Purchaser its subsidiaries, affiliates, successors, or assigns; their respective directors, officers, shareholders, employees, and agents; and Purchaser's customers (collectively, "Indemnitees") from and against any and all losses, claims, damages, liabilities, and expenses of any kind or nature whatsoever, including attorney's fees, which may arise out of, result from, Seller's (i) acts or omissions, and (ii) .any allegation that the Goods or Service infringe the intellectual property rights of any third party.

**11. GENERAL:** Seller shall keep confidential any and all information provided by Purchaser or by Customer or any other third party provided hereunder. Vendor agrees that no acknowledgement or other information concerning the Agreement and the Services provided hereunder will be made public by Vendor without the prior written consent of Arrow, of which consent may be revoked at any time. The parties are independent contractors. Under no circumstances will either party have the right or authority to act on behalf of the other or represent the other as its agent in any way. Seller hereby unconditionally waives their respective rights to a jury trial of any claim. This Purchase Order and/or contract and the general conditions set forth herein shall be governed by, and construed according to the laws of the State of New York, without giving effect to the

principles of conflict of laws thereof, and the parties hereby consent to the jurisdiction and venue of the courts of New York, whether state or federal. This Purchase Order, together with these Terms and Conditions, constitutes the sole and entire agreement of the parties.

## **Arrow Supplier Quality**

In order to accurately provide Arrow's quality requirements to our sub-tier suppliers, we have provided a copy of our Supplier Quality Requirements below. Arrow's quality requirements are applicable to all purchased product unless otherwise specified in the purchase order. Written approval from Arrow is required for any exceptions to the requirements listed in each document and must be received prior to purchase order acceptance. Please contact your Supplier Services Buyer with any questions concerning these requirements.

**[Arrow Supplier Quality Governmental Requirements \(PDF\)](#)**

**[Arrow Supplier Quality Requirements \(PDF\)](#)**