



**Survitec Group**  
RFD Beaufort, Inc  
1420 Wolf Creek Trail PO Box 359  
Sharon Center, OH 44274-0359  
PH: 330.239.4331  
Fax: 330.239.3671

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**Purchase Order #**  
**177065**

**VENDOR**

VERATEX INC  
PO BOX 682  
- 534 W 42ND ST, 8TH FLOOR  
NEW YORK, NY 10108

CLAUD@VERATEX.NYC

**SHIP TO**

RFD BEAUFORT / SURVITEC GROUP  
879 S. PROGRESS DRIVE  
SUITE J  
MEDINA, OHIO 44256 USA

**BILL TO**

RFD Beaufort Inc.  
Accounts Payable  
Attention - RFD PAYABLES@SURVITECGROUP.COM  
PO Box 359  
Sharon Center, OH 44274-0359

P.O. DATE	VENDOR	SHIP VIA	F.O.B.	TERMS	BUYER
09/14/2023	V0534	FED EX	SHARON CENTER	Net 30 Days	YAMY MERCADO

LN#	ITEM NUMBER / DESCRIPTION	Requested In House Date	Promised in House Date	QUANTITY	UOM	UNIT PRICE	EXT PRICE
1	<b>1016030</b> 100% Polyester Tricot Berry Compliant <b>60" WIDE BLACK</b> <b>POLYESTER TRICOT</b> <b>VENDOR ITEM V10836</b> Vendor P/N : V10836 48"WIDE BLACK	02/23/2024 <b>Cert. of Compliance</b> <b>Decl. of Berry Compliance</b>		362	YD	\$2.2000	\$796.40

This is a rated order certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR Part 700) - Contract # N00019-10C-0002 Rated DO-A1

**PURCHASE ORDER NOTES:**

**Please place all packing lists, CofCs, Berry Certificates or DoCs inside a carton and identify this on carton!**  
**Please place all Comercial Invoice paperwork on the outside of a carton.**

**\$796.40**

Buyer:

Approval:

**Please acknowledge acceptance of PO - 177065-00 via fax or e-mail Buyer at denise.uhler@survitecgroup.com**

**Please include "Delivery Date" info. in your acknowledgement.**

(RFD Beaufort Inc. reserves the Right-To-Entry to supplier's premises, for us or our customers, should circumstances warrant such action)



## TERMS AND CONDITIONS

1. All packing lists shall be affixed to the outside of the shipping container in a manner conducive to shipping. All packing lists shall reference the RFD BEAUFORT INC. purchase order number.
2. Material rejected for failure to conform to specifications shall be returned to the Seller for full credit at Seller's expense. RFD BEAUFORT INC. shall receive an RGA (Returned Goods Authorization) within five (5) workdays of notification to Seller. If an RGA is not received within thirty (30) days, RFD BEAUFORT INC. reserves the right to return material without Seller's authorization.
3. In addition to paragraph (2) above, RFD BEAUFORT INC. reserves the right to submit and receive reimbursement for full costs associated with the material(s) found to be defective during the manufacturing process. This remedy also applies to those materials for which Certificate of Conformances and/or Test Reports stated the material was in conformance with Buyer's specifications. RFD BEAUFORT INC. shall receive an RGA (Returned Goods Authorization) within thirty (30) day of notification to Seller.
4. **WARRANTIES:** Seller expressly warrants that all goods and/or work ordered hereunder will be merchantable and fit and sufficient for the purpose ordered, and that all goods and/or work ordered according to plans, drawings, specifications, descriptions, or samples furnished or approved by Buyer, which are hereby made a part hereof as if fully set out herein, will conform thereto, and that all good and/or work ordered hereunder will be free from defect in material and workmanship and will comply with all requirements of the Occupational Safety and Health Act of 1970 as it may be amended from time to time including all regulation issued thereunder and shall comply with all requirements of all applicable health and/or safety statutes of federal, state, or local governments having jurisdiction in the location to which such goods are shipped or in which such work is performed. All warranties shall run to Buyer, its successors, assign, and customers and to the users of its products, and shall be construed as conditions as well as warranties, and shall not be deemed to be exclusive. Seller warrants that it has good and marketable title to all goods being sold hereunder.
5. **INFRINGEMENT:** Seller agrees to indemnify and hold harmless the Buyer and Buyer's customer from all costs, judgments, and any other expenses resulting from any patent, trademark or copyright infringement claim or suit against Buyer or Buyer's customers based on the purchase, use or resale by Buyer and Buyer's customers, as the case may be, of the particular goods, equipment or work called for in this order, and Seller shall defend any such infringement claim or suit at no expense to Buyer or Buyer's customer, provided that Seller is notified promptly of each such claim or suit.
6. **PERFORMANCE OF WORK:** If this order calls for work to be performed by Seller, all work performed and all material used in connection therewith shall be at the risk and expense of and shall be replaced by Seller in the event of any damage or destruction thereof prior to delivery to and acceptance by Buyer. If work is to be performed by Seller upon any premises owned or controlled by Buyer and/or Buyer's customers, Seller will keep the premises and the work free and clear of all mechanic's liens and will furnish Buyer with certificates and waivers as provided by law. Whenever any property belonging to Buyer or its customers is in the possession of Seller or Seller's suppliers, Seller shall be deemed an insurer thereof, and shall be responsible for its safe return to Buyer. Seller will indemnify, hold harmless and defend Buyer and/or Buyer's customers from any and all claims, demands or suits made or brought under the Worker's Compensation Law of the state in which any work is performed hereunder or under any applicable federal compensation laws, and will, if requested, furnish to Buyer a Certificate showing that Seller is complying with the Worker's Compensation Law of such state and with any applicable federal compensation laws. Seller will also indemnify, hold harmless and defend Buyer and/or Buyer's customers from all loss and expense for any damage to property or injury to or death of persons caused by Seller in the performance of this order. Additionally, where this order calls for work to be performed on premises owned or controlled by Buyer or Buyer's customers, Seller shall procure at its own cost and keep in force public liability and property damage insurance and, if automobiles, truck, trailer or other vehicles are to be used, automobile liability and property damage insurance, satisfactory to Buyer as to form and limits of liability, until completion and final payment hereunder. Upon Buyer's request, Seller shall provide Buyer with a certificate of such insurance, shall name Buyer as an additional insured as its interest may appear, and shall provide that such insurance may only be cancelled upon thirty (30) days notice to buyer.
7. **TERMINATION:** (a) Default - If Seller defaults in performance of this order; fails to make progress so as to endanger performance; or becomes insolvent; or makes an assignment for its creditor; or is the subject of bankruptcy proceedings, Buyer may be written notice terminate this order for default. Thereafter, Seller shall be responsible for Buyer's costs in securing other performance of the terminated work and such other damages as may arise by reason of Seller's default. In addition, Buyer may direct Seller to transfer title and delivery to Buyer any completed supplies, and inventory or partially completed supplies and materials, and any tooling which Seller has acquired or produced specifically for this order. Payment for completed work shall be at the contract price, and payment for other materials shall be in an amount agreed to by the parties. In the event that a Seller terminated for default is subsequently found not to have been in default, the termination shall be converted to a convenience termination, and Seller shall have no claim for lost profits, consequential or special damages or any other costs or damages beyond the termination claim allowed under the Termination of Convenience provision below. Buyer shall have all its rights and remedies at law and in equity upon Seller's default, and use of any right or remedy shall not be exclusive buy Buyer's rights and remedies shall be cumulative. (b) Convenience - Buyer, by written notice, may terminate this order in whole or in part at any time whenever it shall determine that such termination is in its best interests. Upon receipt of such notice, Seller shall stop work to the extent that the order has been terminated. Within six (6) months of receipt of a notice of termination under this subparagraph, Seller shall submit its claim, if any, for the cost of performing the work to the date of termination and for the cost of terminating the work. Buyer shall pay for production acceptably completed prior to the termination date at the contract price. Buyer and Seller shall agree and other reasonable amounts to be paid Seller for work performed and costs occasioned by the termination. Nothing in this clause shall obligate Buyer to pay more than the total order price, as reduced by payments made prior to the termination. Further, Buyer shall have no obligation for items comprising Seller's standard stock and Seller shall have no claim for lost profits, consequential or special damages or any other costs for damages except as set forth in this subparagraph (b).
8. **COMPLIANCE WITH LAWS AND REGULATIONS:** Seller shall comply with, and upon request of the buyer furnish certificates of compliance with all applicable federal, state, and local laws and with all applicable rules, orders, regulations, or requirements issued thereunder, and shall defend, indemnify, and hold Buyer harmless against any and all claims, demands, actions, expenses, and damages caused by or arising out of Seller's violation of this paragraph. Without limiting the generality of the foregoing, Seller will comply with all applicable laws, regulations, ordinances, executive orders and rules with regard to discrimination as to age, color, creed, sex, ancestry or national origin, physical handicap and veteran statute, including but not limited to Executive Orders 11246, 11458, 11701, the Vietnam Veteran Readjustment Act of 1974 of the Rehabilitation Act of 1973. Seller shall include on all invoices the following statement: "We hereby certify that these goods were produced in compliance with the Fair Labor Standards Act, as amended, and the regulations and orders of the United States Department of Labor issued thereunder."
9. **IDENMIFICATION:** Seller agree to protect, defend, hold harmless, and indemnify Buyer from and against any and all claims, actions, liabilities, losses, costs and expenses arising out of any actual or alleged death of or injury to any person, damage to any property, or any other damage or loss, by whomsoever suffered, resulting or claimed to have resulted in whole or in part from any actual or alleged defect in any merchandise purchased hereunder, whether latent or patent, including actual or alleged improper construction or design of said merchandise or failure of said merchandise to comply with specifications or with any express or implied warranties of Seller, or arising out of any actual or alleged violation by such merchandise, or its manufacture, possession, use or sale, of any law, statute or ordinance, or any government administrative order, rule or regulation. This agreement by Seller shall not be affected of limited in any way by Buyer's extension of express or implied warranties to its customers, except to the extent that any such Buyer's warranties expressly extend beyond the scope of Seller's warranties, express or implied, to purchaser. Seller agrees to obtain and maintain, at its expense, a policy or policies of products and contractual liability insurance. Upon Buyer's reasonable request, Seller shall provide Buyer with a certificate of such insurance, shall cause Buyer to be named as an additional insured as its interest shall appear and shall provide that such insurance may only be cancelled upon thirty (30) days notice to Buyer.
10. **GENERAL:** (a) Neither this order nor any monies due or to become due thereunder may be assigned by Seller without the written consent of Buyer. (b) Failure by Buyer at any time and from time to time to enforce any term or condition of this order shall not be deemed to be a waiver thereof on the same or subsequent occasions nor a waiver of any other term or condition. (c) This agreement shall impose liability on the Seller only to the extent permitted by applicable law and to the fullest extent permitted thereby. Any provision hereof prohibited by such law shall be deemed to be void without affecting the rest of the agreement. (d) The receipt by Buyer of any quotation form, sales confirmation or acknowledgement or any other proposal shall not in the absence of a written acknowledgement by Buyer expressly agreeing to same have the effect of changing in any manner or adding to the terms and conditions hereof. This offer hereby expressly limits acceptance buy the Seller to the terms and conditions hereof. Notice of objection to different or additional terms or conditions is hereby given.
11. **COUNTERFEIT MITIGATION:**
  - a. SELLER shall not deliver Counterfeit Work or Suspect Counterfeit Work to RFD Beaufort under this Contract.
  - b. SELLER shall only purchase products to be delivered or incorporated as Work to RFD Beaufort Survitec directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. SELLER may use another source only if (i) the foregoing sources are unavailable, (ii) SELLER'S inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) SELLER obtains the advance written approval of RFD Beaufort Survitec.
  - c. SELLER shall maintain counterfeit risk mitigation processes in accordance with industry recognized standard and any other specific requirements identified in the Contract.
  - d. SELLER shall immediately notify RFD Beaufort Survitec with the pertinent facts if SELLER becomes aware that it had delivered Counterfeit Work or Suspect Counterfeit Work. When requested by RFD Beaufort Survitec, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. SELLER, at its expense, shall provide reasonable cooperation to RFD Beaufort Survitec in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.
  - e. This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other

provision included in this Contract addressing the authenticity of Work.

- f. In the event that Work delivered under the Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in the Contract, SELLER shall be liable for all costs relating to the removal and replacement of the Counterfeit Work, including without limitation RFD Beaufort Survitec's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit work has been exchanged. The remedies contained in this paragraph are in addition to any remedies RFD Beaufort survitec may have at law, equity or under other provisions of this Contract.
- g. SELLER shall include paragraphs(a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items what will be included in or furnished as Work to RFD Beaufort survitec.

**Form PUF-065 Issue 2 26MAR14**