

UNICOM Terms and Conditions of Purchase

UNICOM Engineering expects suppliers to conduct their business relationships with UNICOM Engineering in accordance with the [UNICOM Engineering Supplier Code of Conduct](#) and [495-1020-01 Supplier Quality Assurance Requirements](#).

- 1) Offer and Acceptance:** This Purchase Order constitutes UNICOM's offer to enter into a contract for the purchase of the Material specified on the front of this Purchase Order. UNICOM may revoke this offer any time prior to acceptance. Supplier shall accept this offer by either a) signing and returning this form, b) returning Supplier's own acknowledgement form, c) commencing to deliver the Material or d) failing to reject this Purchase Order within ten days of receipt. Supplier's acceptance is strictly limited to the terms of the offer contained herein, and UNICOM hereby objects to, and rejects any additional or different terms proposed by Supplier.
- 2) Pricing, Payment and Taxes:** The prices for the Material ordered herein shall be as stated on the front of this Purchase Order form, and are not subject to increase. Unless otherwise stated in this Purchase Order, the stated prices include all taxes that may be imposed on this transaction. Payment terms and responsibility for shipping and insurance costs shall be as stated on the front of this form.
- 3) Packing, Shipment and Delivery:** Supplier shall comply with any specific packing or shipping instructions provided by UNICOM. In the absence of specific instructions, Supplier shall pack the Material in a commercially reasonable manner and shall ship in the lowest cost manner consistent with good commercial practices that will meet the required delivery date. Supplier shall make delivery at the time, in the quantities, and in the manner specified on the front of this form. **UNICOM has established its production and marketing schedules in reliance on Supplier's performance hereunder, so time is of the essence in Supplier's performance hereunder.** Supplier may not deliver any Material in advance of the required date without UNICOM's written permission. Supplier is not responsible for any delays in delivery caused solely by forces beyond its control, so long as Supplier acts promptly to 1) minimize any such delay and 2) notify UNICOM of the delay, the reason and the prospective delivery date. Title and risk of loss shall pass in accordance with the delivery terms specified on the front of this form.
- 4) Inspection and Acceptance:** Supplier shall permit UNICOM, and, if applicable, representatives of UNICOM's customer, to have access to Supplier's plant at all reasonable times to inspect any Material or work in progress subject to the Purchase Order. UNICOM shall have the right to inspect Material ordered herein at the place of manufacture and at the final "ship-to" destination, regardless of prior payment or inspection. UNICOM may reject Material that does not strictly conform with this Purchase Order or Supplier's representations or descriptions of such items, or Material that is defective in any material fashion. UNICOM may return any rejected Material to Supplier, at Supplier's risk and expense, for replacement or credit, at UNICOM's option. UNICOM's acceptance of any Material shall not affect or diminish Supplier's warranties, as stated below.
- 5) Warranties:** Supplier warrants that all Material delivered hereunder shall be new on the date of delivery, and shall, for Supplier's standard warranty period (but not less than 25 months from delivery) be in conformance with any UNICOM-provided specifications, free from material defects in design, materials and workmanship and in conformance with Supplier's representations, specifications and descriptions of such Material. Supplier shall promptly repair or replace any Material failing the above, or, if Supplier cannot repair or replace with conforming Material within a reasonable time, accept return of such Material at Supplier's expense, and immediately refund to UNICOM all amounts paid therefore. The foregoing warranties shall extend to UNICOM, its resellers, customers, assigns and successors in interest.
- 6) Indemnification:** Supplier shall defend, indemnify and hold UNICOM harmless from and against all claims, losses, liabilities, expenses and damages arising by reason of any claims or suits for (1) personal injury or damage to tangible property caused by the Material, (2) Supplier's violation of applicable laws or regulations, or (3) the infringement of any patent, trademark, trade secret, copyright or other intellectual property right arising out of the sale or use of Material delivered hereunder. UNICOM agrees to promptly notify Supplier of any such claim, and to allow Supplier to control the defense of such claim and to cooperate with and provide assistance to Supplier, at Supplier's expense, in the defense of such claim.
- 7) Information Security and Use of Confidential Information:** Supplier shall conduct their business relationships with UNICOM Engineering in accordance with the UNICOM Engineering Supplier Code of Conduct. Supplier shall comply with the **GDPR Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data** and other privacy regulations. Supplier shall keep confidential all Personal Information (personal data) as defined under the GDPR and other privacy regulations, designs, drawings, specifications, engineering data or other proprietary or confidential information furnished to Supplier in connection with this Purchase Order ("Confidential Information"). Supplier shall use Confidential Information only in the fulfillment of this or other Purchase Orders from UNICOM or UNICOM's designees. Supplier shall address and contain any and all risks in information security communications systems that contain UNICOM Engineering data, shall inform UNICOM Engineering without undue delay in the event of a breach, and shall assist UNICOM Engineering in assessment and response to said breach. Supplier shall return any and all Confidential Information upon request by UNICOM.
- 8) UNICOM's Property:** Unless otherwise agreed to in writing by UNICOM, all specifications, engineering data, drawings, materials or equipment provided to Supplier by UNICOM, or paid for by UNICOM (and any replacements thereof, and any materials affixed to the foregoing) ("Tooling") shall be and remain the property of UNICOM. Supplier shall use any Tooling solely for the benefit of UNICOM, and shall return it to UNICOM immediately upon request, in the same condition as when provided by UNICOM or procured by Supplier, reasonable wear and tear excepted. Supplier shall pay to UNICOM fair rental for any Tooling not immediately returned to UNICOM upon request. Supplier shall not remove or obscure any proprietary markings on Tooling, and shall mark any unmarked items as being UNICOM's property. Supplier shall be responsible for the loss of any Tooling, and shall maintain insurance on all Tooling while it is in its possession, naming UNICOM as an additional insured. UNICOM does not warrant the accuracy or efficacy of any Tooling it provides.
- 9) Changes:** UNICOM may, at any time, by written Purchase Order, make changes within the general scope of the Purchase Order, such as, but not limited to, changes to a) the specifications (where the Material are to be manufactured to UNICOM's specifications), b) method of shipment or packing, or c) time or place of delivery. If any such change causes an increase or decrease in the cost of or the time required for delivery of the Material under the Purchase Order, UNICOM shall reasonably agree on an equitable adjustment in the price and/or delivery date.
- 10) Cancellation and Termination:** UNICOM may terminate this Purchase Order at any time, in whole or in part, without cause, upon notice to Supplier. UNICOM's sole responsibility to Supplier in regard of such termination shall be to pay Supplier an equitable amount for necessary materials procured and labor expended in fulfillment of this Purchase Order that Supplier cannot cancel or divert to other Purchase Orders or products. UNICOM may terminate this Purchase Order at any time, upon notice and without further obligation or liability to Supplier, if Supplier is in material Default of its obligations to UNICOM hereunder or otherwise. "Default," for purposes of this Purchase Order, shall include, without limitation, situations where Supplier (a) is materially late in delivering Material, (b) has delivered nonconforming Material and cannot correct such nonconformance within a reasonable time or (c) has given UNICOM reasonable grounds to believe that Supplier cannot or will not fulfill its obligations under this Purchase Order, and does not provide UNICOM with reasonable assurances of performance within a reasonable time of UNICOM's request.
- 11) Assignment and Subcontracting:** Supplier shall not subcontract any work to be done hereunder, nor assign this Purchase Order or any rights or duties hereunder without the prior written permission of UNICOM, which UNICOM may withhold at its discretion.
- 12) Waiver:** The failure of UNICOM to enforce any of its rights against Supplier, hereunder or otherwise, or the waiver by UNICOM of its rights on any one or more occasion shall not be construed as a waiver of any such right on any other occasion.
- 13) Non-Discrimination:** Supplier agrees not to discriminate against any employee or applicant for employment or segregate employees in the workplace based on race, religion, sex, age, color, national origin or other characteristic protected by law.
- 14) Compliance With Laws:** Supplier shall comply with all applicable local, state or federal laws, executive orders and regulations applicable to the Materials purchased by UNICOM hereunder or its production and delivery.
- 15) Federal Acquisition Regulations:** If the face of this Purchase Order indicates that the United States Federal Acquisition Regulations (FARs) apply to this Purchase Order, or if a United States Government Prime Contract number or other government designation appears on the face of this Purchase Order, the mandatory flow-down FAR's applicable to such Prime Contract or government contract shall apply to this Purchase Order.
- 16) Set Off:** UNICOM shall have the right to set off any amounts owed hereunder against any other amounts that it may be owed by Supplier.
- 17) Severability:** In the event that any one or more of the provisions contained herein shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired. The remedies contained herein are cumulative, and in addition to any other remedies available at law or in equity.
- 18) Governing Law:** This Purchase Order shall be governed by the substantive laws of the Commonwealth of Massachusetts governing contracts to be performed solely within the Commonwealth. The state and federal courts located in Massachusetts shall have exclusive jurisdiction over any disputes hereunder, and Supplier, as a condition of entering into a contract with UNICOM, hereby waives any objection to venue in Massachusetts.