



## GENERAL TERMS AND CONDITIONS OF DeltaPlus USA Inc SUBCONTRACTORS/SUPPLIERS

1. Acceptance of a DeltaPlus USA Inc Purchase Order constitutes full agreement to the contents, notes, and these Terms and Conditions as outlined in this document. Any exceptions must be explicitly approved in writing by the DeltaPlus USA Inc buyer prior to order fulfillment.
2. Notes or flow-down requirements on the Purchase Order shall supersede these Terms and Conditions.
3. The Purchase Order "Ship date" refers to the required delivery date to DeltaPlus USA Inc, not the shipment departure date from the supplier's facility. Timely delivery to DeltaPlus is mandatory.
4. All Purchase Order issues, including but not limited to discrepancies in pricing, quantities, or specifications, must be communicated exclusively and directly to the designated DeltaPlus USA Inc buyer within 24 hours of discovery. If the buyer is unavailable, an escalation must be made to Purchasing Management within an additional 24 hours.
5. Acknowledgment of the Purchase Order is required within 48 hours of receipt. This acknowledgment must be in writing (email or official document), include the planned ship date, and clearly state any exceptions or price discrepancies. Failure to provide timely acknowledgment may result in order cancellation or supplier performance penalties.
6. Returns due to subcontractor non-conformance will be processed via a debit memo. The supplier must issue a revised invoice for any replacement shipment. No alternative accounting method is permitted unless authorized in writing by the DeltaPlus USA Inc buyer prior to shipment of the replacement.
7. Orders are to be shipped complete, unless agreed to by the DeltaPlus USA Inc buyer.
8. Late shipments must be reported to the DeltaPlus USA Inc buyer immediately upon identification of delay, including a new proposed delivery date.
9. Any shipping charges above and beyond the agreed Purchase Order terms must receive written approval from the DeltaPlus USA Inc buyer prior to shipment. Failure to obtain this approval will result in denial of payment for such charges. Emergency exceptions must be documented and justified.
10. Subcontractors are required to provide an active Certificate of Insurance (COI) naming DeltaPlus USA Inc as an additional insured. This COI must be updated annually or upon policy renewal, whichever comes first, and must be submitted prior to any shipments.
11. All products must meet agreed-upon specifications and applicable published standards. DeltaPlus USA Inc reserves the right to reject any product that fails to meet these requirements, without obligation for payment or return shipping.
12. Testing records and required documentation must be retained for a minimum of five (5) years. DeltaPlus USA Inc reserves the right to audit or access these records within ten (10) business



days of a formal request. Failure to provide access within this timeframe may affect the supplier's status.

13. If freight is the responsibility of DeltaPlus USA Inc, only pre-approved carriers listed on the Purchase Order or as specified in writing by the buyer may be used. Use of unauthorized carriers without prior written consent may result in chargebacks.
14. All required documentation due to DeltaPlus USA Inc by the subcontractor, must be emailed to the DeltaPlus USA Inc buyer at least 24 hours before delivery to the destination facility. Late documentation may delay payment or acceptance of goods.
15. DeltaPlus USA Inc reserves the right to perform an onsite audit, survey, or assessment of the supplier's facilities or processes. Supplier must accommodate such visits within a reasonable timeframe not exceeding 10 business days from notice.
16. If drop shipment to a location other than DeltaPlus USA Inc in Woodstock, GA is agreed upon, the DeltaPlus USA Inc buyer will provide written instructions. The correct ship-to address will be listed on the Purchase Order and must be followed exactly.
17. Any proposed change to the supplier's process, materials, source, location, or method of manufacture must be submitted in writing to the DeltaPlus USA Inc buyer for review and written approval. No changes affecting form, fit, function, or regulatory compliance shall be implemented without formal approval.
18. Subcontractors shall comply with all applicable International, Federal, State, and Local regulations and laws related to the manufacture, sourcing, and delivery of products and services supplied to DeltaPlus USA Inc. Non-compliance may result in termination of business relationship and possible legal action.
19. Subcontractor performance will be monitored by DeltaPlus USA Inc based on metrics including quality, documentation, and on-time delivery. Suppliers will be notified in writing of any performance issues or changes to their approved status, and may request a formal review or corrective action discussion within 10 business days.