



“ A Solutions Company ”

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Terms and Conditions

Terms and Conditions apply to all goods and materials provided to Deva Inc.

No substitutions allowed without receiving written confirmation of approval of substitution prior to shipment.

Purchase Order due dates are our on dock dates unless specifically indicated otherwise.

Purchase Order may be changed or modified at any time upon mutual agreement of Vendor and Deva Inc.

Purchaser shall be entitled at all times to set off any amount owing at any time from seller to purchaser or any of its affiliated companies against any amount payable at any time by purchaser to Seller.

In addition to all warranties established by statute or common law, Seller expressly warrants that all products, items, or services provided by Seller shall conform to all specifications, drawings, samples and descriptions (including without limitations any of the foregoing furnished or adopted by Buyer), and shall be of best quality and fit and sufficient for the purpose for which purchased if specified hereon, merchantable, of good material and workmanship, free from any liens and free from all latent and patent defects.

Neither party shall be in default by reason of any failure in performance of this contract if such failure arises out of causes beyond the control and without the fault or negligence of said party including acts of God, fires, earthquakes, acts of government, floods, epidemics, quarantine restrictions, strikes and other labor difficulties, accidents, wars, freight embargoes and any risks in any way pertaining thereto and all other events and circumstances beyond the control of Buyer. In any such event, buyer shall not be liable to Vendor or to any third party for loss or damage by reason of such failure or delay in performance.

Deva requires material provided meet the most current Rohs/Reach requirements. Material provided not meeting these requirements must be plainly identified as such and is subject to being rejected and returned for credit and replacement.

Seller shall comply with the applicable provision of all Federal, state and local laws and ordinances and all lawful orders, rules and regulations there under: and such compliances shall be a material requirement of this PO.

Conflict Minerals: Deva as a privately held corporation is not subject to the Conflict Minerals reporting requirements, however as a supplier to Public traded companies, we are committed to helping our customers comply with reporting requirements to the best of our ability. We ask that all our suppliers undertake reasonable due diligence with their supply chains to ensure that specified metals are sourced from mines/smelters outside the “conflict region” or from facilities that have been certified by independent survey as conflict free.

Counterfeit Material, defined as material misrepresented as being manufactured by an authorized manufacture, this also includes material that has been altered and represented as acceptable for a particular application and coming from an acceptable manufacture. When requested Seller will provide documentation authenticating traceability of affected items to OEM. Material acquired from independent distributors or brokers must have Deva approval in writing prior to being supplied.

Deva reserves the right to verify training records relative to the services to be provided per purchase order.