



Document Title: **General Terms and Conditions for Supplies and Services** ID #: 230

Agreement by the Seller to provide goods or services to Three Arrows Corporation (hereinafter TAC), or acceptance of payment for such goods or services constitute acceptance of the following Terms and Conditions.

Purchase Orders

Terms for shipping, FOB, payment, and delivery requirements are included on the Purchase Order. Changes made by the Seller to terms, goods or services, pricing, or quantity must be communicated to, and confirmed by, TAC in writing.

Packaging and Delivery

Goods must be packaged using best practice to prevent damage or deterioration.

Quality

Quality is assumed; however, goods may be subject to receiving inspection at any time. When a Seller provides an external process such as machining, painting, or calibration, they must provide a Certificate of Conformance and/or Calibration. Proof of origin or traceability to be provided upon request.

Counterfeit Goods

The Seller agrees that provided goods are new and authentic. Counterfeit goods are rejected and are handled in accordance with TAC's Counterfeit Parts Policy.

Competence

The Seller must train all persons handling purchased goods and provide proof of competence upon request.

Supplier Management

New Sellers are subject to an approval process based on ability to supply goods or services in accordance with conformity and delivery requirements.

TAC periodically evaluates its Sellers' performances based on data and subjective observations. A Seller not meeting expectations for requirements such as on-time delivery, quality, and responsiveness may be subject to disqualification.

Preference is given to Sellers that consistently demonstrate a commitment to meeting requirements and/or maintain a quality management program consistent with industry standards.

On-Site Verification

In the interest of quality and conformity, TAC reserves the right to perform on-site verification of goods at Seller's premises by appointment.

Conflict Minerals

TAC recognizes that some of its customers are subject to the reporting requirements of Dodd-Frank Section 1502 regarding Conflict Minerals, and supports its customers with their reporting requirements to the maximum extent possible. The Seller in turn agrees to support TAC's efforts by having its own Conflict Minerals Policy in place, exercising due diligence to prevent the use of Conflict Minerals in its goods, and abiding by reporting requirements as applicable.