SUPPLIER TERMS AND CONDITIONS (TEST DOCUMENT)

ARTICLE I - DEFINITIONS
1.1 "Buyer" means the purchasing entity identified on the Purchase Order (PO).
1.2 "Supplier" means the seller providing goods, software, or services.
1.3 "Flowdowns" means clauses and requirements incorporated from prime contract and regulations.

ARTICLE II - ACCEPTANCE; ORDER OF PRECEDENCE
2.1 Acceptance. Supplier accepts this PO by acknowledgement or commencing performance.
2.2 Order of Precedence. In the event of conflict: (a) the PO; (b) these Terms; (c) drawings/specs; (d) Supplier proposal.

ARTICLE III - PRICING; INVOICING; PAYMENT
3.1 Pricing. Prices are firm fixed unless expressly stated otherwise in the PO.
3.2 Invoicing. Invoices shall reference PO number, line item, and shipment details.
3.3 Payment Terms. Net 60 days after receipt of a proper invoice and acceptance.

ARTICLE IV - CHANGES
4.1 Buyer-Directed Changes. Buyer may change specifications, drawings, delivery, or schedule.
4.2 Change Requests. Supplier shall notify Buyer within ~~five (5)~~ business days of any proposed change affecting cost, schedule, or technical requirements.

ARTICLE V - QUALITY; INSPECTION; COUNTERFEIT PARTS

5.1 Quality System. Supplier shall maintain a quality system appropriate to the Goods (AS9100 where applicable).

5.2 Inspection. Buyer may inspect and test at Supplier facilities and at destination. Nonconforming Goods may be rejected.

5.3 Counterfeit Parts. Supplier shall implement controls to prevent counterfeit or suspect counterfeit parts.

ARTICLE VI - EXPORT/IMPORT COMPLIANCE

6.1 Compliance. Supplier shall comply with applicable export and import laws and regulations, including ITAR and EAR.

6.2 Records. Supplier shall maintain export documentation and provide it upon request.

ARTICLE VII - CYBERSECURITY; CONTROLLED UNCLASSIFIED INFORMATION (CUI)

7.1 Safeguarding. Where Supplier handles CUI, Supplier shall implement required safeguarding controls and incident reporting.

7.2 Incident Reporting. Supplier shall promptly report cyber incidents affecting Buyer data or systems in accordance with the PO.

ARTICLE VIII - TERMINATION

8.1 Termination for Convenience. Buyer may terminate all or part of performance for its convenience.

8.2 Termination for Default. Buyer may terminate for default for failure to perform or make progress.