



Supplier Terms & Conditions

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Applies To: All suppliers, vendors, subcontractors, and service providers ("Supplier") conducting business with Wraith Systems LLC ("Company").

1. Scope and Acceptance

These Terms and Conditions apply to all goods and services provided to the Company.

Acceptance occurs upon written confirmation of an order, commencement of work, delivery of goods or services, or acceptance of payment. Conflicting Supplier terms are rejected unless agreed to in writing.

2. Ordering & Authorization

Orders may be authorized through email, approved quotes, invoices, contracts, or ongoing approved supplier relationships. A formal Purchase Order may be issued but is not required.

3. Quality Requirements

Supplier shall provide goods/services that meet specifications, drawings, samples, and written requirements. Supplier must notify the Company of any nonconformance prior to delivery. The Company may reject nonconforming goods and require corrective action or reimbursement.

4. Change Control

Supplier shall not change materials, design, processes, sub-suppliers, or inspection methods without prior written approval.

5. Right of Access & Records

The Company may review Supplier quality records, test data, and traceability documentation. Records must be retained for at least 7 years unless otherwise agreed.

6. Delivery & Lead Time

Agreed delivery dates are binding. Supplier must notify the Company of delays. Chronic late delivery may affect approved supplier status.

7. Packaging & Shipping

Supplier shall package products to prevent damage and clearly identify shipments with description, quantity, and Company reference.



8. Traceability (When Applicable)

Supplier shall maintain lot/batch, material origin, and serial number records when required.

9. Documentation & Certifications

Supplier shall provide Certificates of Conformance, material certifications, inspection results, calibration records, and other required documentation.

10. Confidentiality

All Company information including drawings, pricing, processes, and business data is confidential.

11. Intellectual Property

All Company IP remains Company property. Supplier may not reproduce or use IP beyond the agreed scope.

12. Subcontracting

Supplier may not subcontract work without written approval and remains responsible for sub-supplier performance.

13. Compliance with Laws

Supplier shall comply with applicable safety, environmental, labor, and export laws.

14. Domestic Preference & Values

Where feasible, preference may be given to suppliers that manufacture or source domestically. Supplier must accurately disclose country of origin.

15. Ethics & Business Conduct

Supplier shall maintain ethical practices including no falsification, fraud, bribery, or misrepresentation.

16. Pricing & Payment

Pricing is as agreed through quotes or written communication. Invoices must be accurate.

17. Indemnification

Supplier shall indemnify and hold the Company harmless from losses arising from defective products, negligence, or failure to meet requirements.

18. Termination

The Company may terminate for quality, delivery, compliance, ethical issues, or convenience with notice. Supplier remains responsible for obligations incurred before termination.



19. Governing Law

This agreement is governed by Texas law.

20. Survival

Confidentiality, quality, record retention, indemnification, and governing law survive termination.

21. Acknowledgment

By conducting business with the Company, Supplier agrees to these Terms and Conditions.