

## General Terms and Conditions of Purchase Jabil Defense and Aerospace Services, LLC

The terms and conditions set forth below, together with the written information contained in the purchase order (or subcontract), all attachments and exhibits hereto and all specifications, drawings, notes, instructions, requirements, and other written materials and information referred to therein, apply to the purchase of the goods and/or services described in the purchase order herein and made a part of the purchase order/subcontract (collectively referred to

Seller with respect to the purchase of the goods and/or services described herein and supersedes all prior oral and written communications related thereto. If a Basic Ordering Agreement exists between Seller and Jabil with respect to the goods and/or services covered by the Purchase Order, the terms of such agreement prevail over any inconsistent terms herein.

### 1. AGREEMENT

Any conduct by Seller which recognizes the existence of a contract pertaining to the subject matter hereof, including but not limited to expressed acceptance, performance or partial performance under the Purchase Order, constitutes acceptance by Seller of these terms and conditions. Any terms proposed in

terms herein are hereby objected to by Jabil. These terms constitute the complete and exclusive statement of the terms and conditions of the contract between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If this Purchase Order has been issued by Jabil in response to an offer, and if any of the terms



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to any modification, cancellation or non-renewal of the policies (Certificate holder must be written as: Jabil Defense and Aerospace Services, LLC - Attention General Counsel, 10500 Dr. Martin Luther King Jr. St. N., St. Petersburg, FL 33716).

q. Survival. Provisions that contemplate performance or observance subsequent to any termination or expiration of the Purchase Order survive such termination or expiration and continue in full force and effect, including but not limited to sections 7, 8, 9, 10, 11, 12, and 13.

r. Supplier Requirements. Seller agrees to comply, and ensure its suppliers and subcontractors comply, with all applicable requirements (including quality requirements) specified in the Purchase Order.

s. Business Integrity. Seller agrees to adhere to the Jabil Supplier Code of Business Conduct. In the event that Seller has cause to believe that Jabil or any Jabil employee or agent has acted improperly or unethically under this Purchase Order, Seller

Compliance Hotline at 1-877-217-6328 or [www.JabilGlobalCompliance.com](http://www.JabilGlobalCompliance.com).  
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available at <http://www.Jabil.com> under "Investors-Corporate Governance." Seller is required to report to Jabil if there is credible evidence that the officers, directors, owners, partners and persons having primary management or supervisory responsibilities for the business entity have violated Federal criminal law including, fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or if there is a violation of the civil False Claims act (31 U.S.C. §§3729-3733), or if there have been significant overpayment(s) on contracts, other than overpayments resulting from contract financing payments as defined in FAR 32.001. If supplying EEE (defined in section 17), Seller agrees to comply with the Electronic Industry Code of Conduct available at <http://www.eiccoalition.org/>

