

Standard Procurement Terms

Speedforce Industries LLC | Document SFI-PT-001 Rev A | Effective 18 September 2026

1. Application

These are the standard procurement terms referenced on the face of every Speedforce Industries LLC purchase order. They are published at spdfrc.com/terms and the revision in force is the one published at that address on the date the order is issued.

An order is accepted, and these terms with it, on the earliest of: written acknowledgement, shipment of any part of the order, or acceptance of payment against it. A supplier's own terms of sale do not apply to a Speedforce order unless we have agreed to them in writing and the order says so.

Where documents conflict, the order of precedence is: a signed agreement between the parties, then the terms on the face of the purchase order, then this document.

Nothing here is meant to displace an obligation a manufacturer or franchised distributor is required to apply by its own principal. Tell us at acknowledgement and we will agree the variation in writing. We would much rather settle a difference before the order than discover it at receiving.

2. Acknowledgement

Acknowledge every order by replying to it, confirming the part number and manufacturer as ordered, the quantity, the unit price, and the date the goods will ship. Tell us at acknowledgement if any of those differ from the order. A ship date we have not been given is a date we cannot promise our own customer.

3. Price, invoicing and payment

Prices are firm for the quantities stated. A charge that is not on the face of the order (tooling, minimum order, packaging, certification, freight, duty, tariff or surcharge) is payable only if agreed in writing before shipment.

Each invoice must carry the Speedforce purchase order number, and where the shipment is partial, the line and quantity shipped. Payment terms are those stated on the order.

4. Delivery

Deliver on the acknowledged date. Tell us as soon as a delay is known, with a revised date. Late notice costs us more than lateness does. Partial shipments are accepted where the order permits them and must be identified as partial. Delivery terms are those stated on the order.

5. Counterfeit and fraudulent material

Counterfeit, fraudulent and used-as-new material is prohibited. Goods must originate from the original manufacturer or its authorized channel unless expressly agreed otherwise in writing before the order is placed.

Where we have agreed to a source outside the authorized channel, full upstream traceability is a condition of acceptance and the goods are subject to enhanced verification on receipt, including inspection against the manufacturer's published datasheet or drawing.

Material determined to be counterfeit or suspect counterfeit is quarantined and is not returned to the supplier, because it is not returned to the supply chain. It is dispositioned under SFI-QP-001, and reported. Its cost, and the reasonable cost of investigation and replacement, is the supplier's.

6. Traceability and documentation

Every shipment must arrive with:

- Certificate of Conformance naming the manufacturer and the part number as ordered.
- Lot number, date code or batch identifier.
- Country of origin.
- Quantity, packaging condition, and evidence of unbroken original packaging where applicable.
- The chain of custody back to the manufacturer, where the goods are supplied from other than the manufacturer or its authorized distributor.

Material that arrives without this documentation is not accepted into stock and is not shipped on. It is held, and the order is not complete, until the documentation is supplied.

7. Packaging, preservation and marking

Supply goods in original manufacturer packaging, intact. Electrostatic sensitive devices must remain in their protective packaging. Separate and label different lots of the same part number so lot identity cannot be lost in transit. Mark shelf-life-limited material with its cure or expiry date and supply it with the majority of its shelf life remaining. Where the order invokes a military packaging or marking specification, that specification applies. Apply foreign object damage prevention during packing.

8. Inspection, acceptance and rejection

Receipt is not acceptance. Every shipment is subject to documentary and physical receiving inspection before it is accepted into stock.

Material that is nonconforming, incorrectly identified, damaged, short, or undocumented may be returned at the supplier's cost, freight both ways included, for replacement or credit at our election. Payment already made against rejected material is refundable.

9. Notification of change and of nonconformance

Notify us in writing, before shipment, of any change of product, process or manufacturing location affecting goods on order, and of any change to the manufacturer or the source tier from the one quoted.

Notify us without delay on discovering that nonconforming product has been delivered, stating the part number, quantity, lot identity, the nature of the nonconformity and the containment action. We hold ourselves to the same standard and to a 5 business day limit toward our customers.

10. Right of access and retention of records

Speedforce, our customer, and regulatory authorities have right of access to the records applicable to the order and, where relevant to it, to the facilities involved in its performance.

Retain the records relating to an order for 10 years from the date of shipment, or for the period the order states if that is longer.

11. Flow-down to sub-tier sources

These requirements flow down. A supplier who buys any part of an order from another source imposes them on that source, and remains responsible to us for the result.

12. Export control

Speedforce is registered with the U.S. Department of State, Directorate of Defense Trade Controls. Identify at acknowledgement, and in any event before shipment, any item on the order that is controlled under the International Traffic in Arms Regulations, giving the United States Munitions List category, or under the Export Administration Regulations, giving the Export Control Classification Number. State the country of origin of every item, and any license requirement or foreign national access restriction that applies.

Do not export or re-export any part of an order on our behalf without our written instruction.

13. Changes, cancellation and termination

Changes to an order are made by written amendment to it. Speedforce may cancel an order, or any undelivered part of it, and will pay the reasonable, documented and non-recoverable costs incurred against it before cancellation. Non-cancellable and non-returnable terms apply only where the order states them.

14. Confidentiality

Drawings, specifications, part lists, quantities, pricing and customer identities disclosed in connection with an order are confidential. Use them only to fill that order, and return or destroy them on request.

15. Compliance with law

Comply with the law applicable to performance of the order, including United States export control and anti-bribery law, and with any Defense Federal Acquisition Regulation Supplement clause the order flows down from the end contract. Tell us if a clause on the order is one you cannot meet, at acknowledgement, rather than at delivery.

16. General

These terms are governed by the law of the State of California. If any provision is held unenforceable the remainder stands. A waiver on one occasion is not a waiver on another. Questions on any of this go to info@spdfrc.com.

17. Authority, revision and publication

This document is issued under the authority of the Chief Executive Officer. It is reviewed at least annually, and whenever a change in customer requirement, regulation or applicable standard makes a change necessary. Superseded revisions are retained and marked.

Approved by	Title	Signature	Date
Liam Goodyear	Chief Executive Officer		

Published at spdfrc.com/terms

Revision history Rev A, 18 September 2026, initial issue.

Associated documents SFI-QM-001 Quality Manual Rev A. SFI-QP-001 Counterfeit Parts Prevention and Control Plan Rev A. Both available on request.

Contact Speedforce Industries LLC. info@spdfrc.com. (657) 999-5099. 23342 Peralta Dr., Ste. 4, Laguna Hills, CA 92653 USA.