

## LECTRUS CORPORATION Terms and Conditions

- A. **Quote Validity:** The quoted pricing and delivery will remain firm for your acceptance for THIRTY (30) calendar days from the quote date. Should the milestone dates on the "Proposed Equipment Center Schedule" on the "Quotation" sheet not be realized by the dates indicated, project pricing may change, which will be calculated at the time the later milestones are determined. If a price increase is necessary, the customer will be requested to submit a Change Request, and updated/new purchase order, before engineering or manufacturing is started.
- If the customer delays or suspends production of a project after their purchase order has been released and accepted, and the delay is longer than three (3) months, Lectrus reserves right to adjust the pricing based on increases in material price indices for the new project schedule relative to the original build schedule, and other associated costs.
- B. **Inquiry Documents:** Any code, specification, drawing or other document not specifically contained in the Request For Quote, even though referenced therein, is not included in this quote and will represent a change to our proposed scope of work, price and schedule.
- C. **Building Codes / State Certifications:**
- Regional Codes and Statutes: Our proposal does not guarantee compliance with any regional, state, or local code or statute requirements. The governing basis for design shall be the International Building Code (Latest Revision).
  - State certification is required for Equipment Centers shipped to the states listed below which cannot be 100% inspected on site with absolutely no disassembly required. The additional cost for this inspection and certification is \$10,500 which is not included unless specifically stated on the attached bill of materials and which amount will be added to the charges and must be paid promptly by Customer.
    - Florida      • Oregon      • Minnesota      • Rhode Island
    - New Jersey      • Tennessee      • Ohio      • Washington
    - Maryland      • Arizona      • New Mexico \*\*\*      • Nevada \*\*\*
    - Kentucky \*\*\*      • California      • North Carolina \*\*\*
- D. **Liquidated Damages, Penalties and Bonds:** We take exception to all liquidated damages, penalty clauses and bond requirements.
- E. **Substitutions:** Lectrus Corporation reserves the right to substitute brands of parts, components and equipment (collectively, "equipment") of equal or better quality to those specified or included in this quote.
- F. **Lifting Equipment:** Spreader bars, cables, shackles, and other lifting equipment are not included unless specifically noted otherwise.
- G. **Standard Construction Methods:** Prices are based on our standard construction methods, construction tolerances and coating systems. More information on these are available upon request. Charges are based on Lectrus Corporation's standard construction methods, construction tolerances and coating systems and may be adjusted by Lectrus Corporation for any variances. Any variation to Lectrus' standard construction methods will result in a Change Request.
- H. **Ship Dates:** Proposed ship dates are estimated at time of quote. Adjustments may be required at time of release for engineering or construction, based on available engineering or plant capacity respectively at that time. The Lectrus Sales & Operations Planning process will dictate engineering and construction start dates based on demand and available capacity. Customers may, through a change request, ask for expedite labor rates in order to limit schedule impact.

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- I. **International Equipment:** If included in our proposal, International equipment operating at frequencies other than 60Hz or voltages other than that available in our plant (480/277/208/120V) will get continuity testing only. If function testing is required, the customer will bear all costs of function testing including, but not limited to, renting or purchasing (and related shipping and handling) of all special equipment required to perform such test.
- K. **Construction Location Options:** Lectrus Corporation reserves the option to build the above quoted structure at our Chattanooga TN, Tea SD, or Houston TX facilities at our option.
- J. **Progress Payments:** For all purchase orders with a total price over \$100,000, both single units and multiple jobs, the following payment terms apply.  
The percent listed below will be calculated on the total purchase price, including known change orders, and invoiced upon milestone achievement. Progress payments due Net 30 upon receipt of invoice. Final payment due on agreed payment terms.
- 20% first submission of approval drawings by Lectrus
  - 30% upon release for fabrication
  - 30% upon completion of structural fabrication and paint
  - 20% due upon agreed upon FOB terms or INCOTERMS or notification of a shipping delay for customer convenience.
- No money can be retained from any of the above payments for any reason without prior written agreement.
- Progress payment terms must be listed on the Purchase Order in order for acceptance by Lectrus unless an executed Master Purchase Agreement is in existence.
- L. **Customer Credit:** Lectrus Corporation reserves the right to refuse any purchase order based on its sole evaluation of the credit worthiness of the Purchaser.
- M. **Purchase Order Acknowledgement:** Submission of a Purchase Order acknowledges acceptance of the Lectrus Terms & Conditions attached to this quote and that the quote as submitted has been reviewed by the customer and meets the customer specifications supplied.
- N. **Charges:** Charges will be invoiced upon completion of the product and will be due net 30 days from invoicing. If the Customer has not supplied an updated Purchase Order (PO) with the correct amount at that time the payment due date will remain 30 days from the ship date. In addition, Lectrus reserves the right to hold shipment until an updated PO is issued. If the PO has not been modified at time of shipment Lectrus reserves the right to invoice against the existing PO amount as a progress billing without closing the PO. Charges will be paid in full without any deductions for potential warranty or field service issues. Charges are exclusive of all sales, use, and other taxes. Quoted Charges are based on completion of the Equipment Center within the time frame at time of quotation of charges. Lectrus may adjust charges if completion is extended beyond that period.
- O. **Quality Standards:** Lectrus builds the product to the standards of the appropriate governing or ruling bodies for the work it performs and to the internal Lectrus Quality Standards and Procedures. No other quality standard will apply to work performed unless submitted with the project specifications at time of quotation. If there is a standard or test that is required that was not submitted at the time of quotation, Lectrus reserves the right to not comply, or will submit the cost to comply, through the Change Order Process. Lectrus reserves the right to reject any inspection that does not comply with above. For standard compliance, any Lectrus person, or their agent, that is certified by the governing body in the specific area will have final compliance making authority.

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- P. **Testing and Inspections:** All required testing of customer furnished equipment shall be performed by the customer at its sole cost. Customer inspections must be preapproved by Lectrus. All visitors to Lectrus must sign in and be escorted by Lectrus personnel at all times. When customer inspectors are required this must be preapproved by Lectrus. Customer requested Lectrus resources or equipment for testing or inspection of customer supplied equipment will be made through the Change Order Process.
- Q. **Statement of Work:** Lectrus, at their discretion, may require a Statement of Work (SOW) to specify details of the project and how it will be managed between Lectrus and the customer. Included in the Statement of Work is explanation of Lectrus' Project Management Office and its processes. Identified in the SOW is Lectrus and customer roles/responsibilities, assumptions, specifications, deliverables, pricing and critical success factors of the project. The Change Order Process is also specified in the SOW. The SOW allows the Lectrus and Customer PM to completely understand the scope of the project and how it will be managed during the order fulfillment process.
- The SOW will be completed by Lectrus and approved by the customer prior to the start of engineering. Delay in approving the SOW will result in delay of the project.
- R. **Customer Provided Equipment:**
- Any customer provided equipment must be at our facilities as specified in the project timeline milestones in order not to impact ship schedule.
  - Sizes of provided equipment and conduit or wiring access information is required at order placement (if applicable). Delays in providing this information will affect drawing delivery and final ship date of the Equipment Center. If Lectrus Corporation is performing any wiring associated with this equipment, two copies of detailed point to point wiring diagrams are required at order placement.
  - Lectrus reserves the right to refuse receipt of any shipment of customer supplied equipment (CSE) prior to the project timeline date without prior approval. For CSE that is required to be stored longer than the period specified in the project timeline, a storage charge will be required. This charge will be submitted and authorized through the Change Order Process.
  - Do not ship supplementary materials to Lectrus Corporation that are not to be installed by Lectrus Corporation in the Equipment Center. Charges for storage and handling of these items are not included in the quoted price and will be charged.
- S. **Shipping and Handling Terms:**
- If requested, Lectrus Corporation shall solicit an ESTIMATED shipping & handling (S&H) pricing at time of proposal from carriers and others designated by the Customer, or from known carriers and others should no designation be made, based on Lectrus Corporation's best estimate of weights and overall dimensions at that time.
  - Unless otherwise provided, quote and shipment is Ex Works (EXW) and all risk of loss shall pass to Customer at that time. If FOB Site is required Lectrus will add additional cost to insure the equipment center and contents. The value of the Customer supplied equipment must be supplied at time of quote. This amount will vary based on the final price of the product at time of shipment. The Customer will be responsible for this additional cost.
  - The Customer will be responsible to pay for the shipping and handling pricing determined at time of shipment. The shipping and handling pricing supplied at the time of quoting is only an estimate. The estimated shipping and handling pricing does not include additional insurance, bucket/utility trucks, police escorts, or personnel cost for them if required. Shipping and handling pricing can additionally vary due to changes in dimensions, weights, fuel surcharges, routing, additional requirements, demurrage, change in destination, and other undetermined cost.

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- If not specifically designated otherwise, the revised shipping and handling pricing shall be prepaid by Lectrus Corporation and added to the contract price through the Change Order Process. An updated Purchase Order must be received by Lectrus with the new shipping and handling charges prior to shipment of the unit.
- Packaging and handling cost at the Lectrus facility will be charged whether or not Lectrus is handling the freight arrangements. The pricing for any special equipment (cranes, special forklifts, lift jacks, etc) required to load the unit will be added to the handling charge whether included or not in the original quote.
- The Shipping and Handling proposal is valid for thirty days unless otherwise specified.
- Lectrus will not be responsible for equipment or labor cost incurred due to delays in the arrival of the shipment.
- IT IS THE CUSTOMER'S RESPONSIBILITY TO INSURE THE EQUIPMENT CENTER AND INSTALLED CUSTOMER SUPPLIED EQUIPMENT DURING SHIPMENT.
- The carrier insures the shipment up to \$300,000 in value. If additional insurance is required Lectrus must be notified and a quote for the additional insurance will be provided. Lectrus does not provide any additional insurance above the carrier's.
- Lectrus Corporation does not assume any liability for damage in transit.
- The above option is for shipments within the US & Canada only. The Customer is responsible for international shipments.

Customer Responsibilities:

- Supply equipment to unload shipment and assemble/disassemble specialized trailers at destination.
- Provide suitable route within the destination plant.
- Provide unobstructed access on roads capable of supporting the total weight of the vehicle plus load to the unloading point.
- Provide sufficient room at the destination for the specialized tractor and trailer to maneuver in and out of the facility.
- Pay for any demurrage/standby charges as a result of unloading at destination exceeding four (4) hours per shipment.

Additional charges resulting from failure to provide the above will be the borne by the Customer and will not be the responsibility of Lectrus.

- T. **Site Assembly:** Lectrus does not assume any responsibility or liability for reassembly of mutli-section equipment centers or installing equipment that is shipped loose/separate for shipping purposes at the shipping destination. The customer will bear any and all costs associated with reassembly of the sections and related parts unless specifically listed in the Lectrus quote or a prior written agreement exists for Lectrus to perform such duties. These items include but not limited to: unit sections, de-terminated cable/wire, air conditioning units, pressurization units, fresh air stacks, stairs & platforms, roof bracing, hoods, bus duct, cable tray, external lights, junction boxes, etc. If Lectrus is required to perform services the additional cost must be agreed to through the Change Order Process.

**Multi-Section Equipment Centers:** Lectrus does not assume any liability for the reassembly the product at the shipping point unless listed on the Lectrus quote or in writing. All costs associated with the reassembly of the sections and related parts will be the responsibility of the customer.

- U. **Storage Charges:**

- Storage of completed product on Lectrus plant property will be at the sole discretion of Lectrus. This permission can be revoked with a 30 day notice.

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- Request to hold the unit without power. If it is shipping within the first 30 days of the original ship date no charge. It is 1% (\$500 minimum) of the invoiced price per month from the date it was originally scheduled to ship commencing after the 4-week period. The charge will only be for month increments and will not be subdivided. The customer will take ownership of the project at the time of final invoicing.
  - Request for storage that require power on the equipment center add another 0.25% onto the storage fee.
  - Other requirements then they will need to be considered on a case by case basis.
  - If the storage creates production issues for Lectrus Corporation, you will be informed prior to any movement. If it is required to move the unit to clear production areas during the storage period then all crane and handling charges will be borne by the Customer.
- V. **Change Requests/Orders:** Any modification to the specification or quotation will be handled through the Change Order Process. Both customers or Lectrus can submit a Change Order. A Customer request will result in a Change Response, including approval and impact to price and/or schedule. A Lectrus request will include a request for approval from the customer for the change to be evaluated. After evaluation, a change response will be made which will include the cost, if any, for the change, and the impact to the project timeline.
- Approved Change Requests must result in an updated, or new, purchase order from the customer. If an updated or new purchase order is not received in the time required in the Statement of Work, the project timeline will be impacted.
  - Approved Change Responses must be received in writing and include a signed Change Response form. No verbal approvals will be accepted by Lectrus
  - The Lectrus pricing program will be used to calculate the impact to project pricing from a Change Order.
  - See the Change Order Process in the Statement of Work for more details on this process.
- W. **Expediting:** If expediting the project is requested by the customer for any reason including delays of customer supplied equipment, Lectrus, at its sole discretion, reserves the right to determine, based on plant loading, the completion date. Any expediting will result in charges to the Customer and will be communicated through the Change Order Process. The change order must be approved and returned to Lectrus prior to expediting.
- X. **Warranties and Exclusions.** Lectrus Corporation warrants the workmanship of its services in assembling the Equipment Center for one (1) year from the date of invoice. Lectrus Corporation does not make any warranties with respect to any equipment, and assigns (to the extent assignable) to Customer any manufacturer's warranty thereon.
- EXCEPT FOR THE WARRANTY RELATING TO THE WORKMANSHIP OF SERVICES SPECIFICALLY STATED ABOVE, THERE ARE NO WARRANTIES WITH RESPECT TO EQUIPMENT, WORKMANSHIP OR OTHER ITEMS OR SERVICES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT OR THE LIKE, ALL SUCH WARRANTIES BEING HEREBY EXPRESSLY EXCLUDED.

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WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HAS FURNISHED SPECIFICATIONS TO LECTRUS CORPORATION AND SHALL INDEMNIFY AND HOLD LECTRUS HARMLESS AGAINST ANY CLAIM BY WAY OF INFRINGEMENT OR THE LIKE WHICH ARISES OUT OF COMPLIANCE BY LECTRUS CORPORATION WITH THOSE SPECIFICATIONS. LECTRUS CORPORATION DOES NOT GUARANTEE COMPLIANCE WITH ANY REGIONAL, STATE, OR LOCAL CODE OR STATUTORY REQUIREMENTS (THE GOVERNING BASIS FOR THE DESIGN OF THE EQUIPMENT CENTER BEING THE INTERNATIONAL BUILDING CODE(LATEST REVISION). [WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS SPECIFICALLY PROVIDED THAT THERE IS NO WARRANTY WITH RESPECT TO MATERIALS SUBJECT TO NORMAL WEAR AND TEAR SUCH AS LIGHT BULBS, AIR CONDITIONING FILTERS, ETC.]

- Y. **Exclusive Remedy:** If the warranty made by Lectrus Corporation is breached, then Lectrus Corporation shall re-perform the service. All warranty claims require a purchase order from Customer prior to Lectrus Corporation re-performing services or repairing or replacing equipment covered under an assigned manufacturer's warranty.

THE FOREGOING STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND LECTRUS CORPORATION'S SOLE LIABILITY FOR BREACH OF WARRANTY AND WITH RESPECT TO ANY DEFECT OR NONCONFORMITY IN THE EQUIPMENT CENTER (INCLUDING, WITHOUT LIMITATION, ANY EQUIPMENT CONTAINED THEREIN) OR FOR ANY OTHER ACTION OR INACTION BY LECTRUS CORPORATION. LECTRUS CORPORATION SHALL IN NO EVENT BE LIABLE FOR, AND CUSTOMER HEREBY WAIVES ANY RIGHT TO RECOVER, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, DAMAGES RELATED TO INJURY TO OR DEATH OF PERSONS, AND DAMAGES TO PROPERTY, WHETHER BASED ON THEORIES OF NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, MISREPRESENTATION, STRICT LIABILITY OR ANY OTHER LEGAL THEORY. Customer acknowledges that the price charged by Lectrus Corporation is consideration for all of the limitations contained in the warranty section above and in this remedy section.

- Z. **Major Equipment Warranty:** Lectrus Corporation does not warranty any major equipment purchased from other manufactures beyond the warranty provided by the equipment manufacturer. Warranty information on such items will be furnished on request, and as available.
- AA. **Cancellation:** Cancellation of all or any part of an order will be considered a breach of the Purchase Order. In this case, Lectrus reserves the right to charge 5% of the order value (minimum \$1,000 up to a maximum of \$50,000) plus recover all of incurred (engineering, production, material, etc) and anticipated (to cease production) expenses plus lost profits on the part of the order that has been performed. If Lectrus, at its discretion, can return purchased items for credit, this amount will be deducted from above minus all cost to return plus a 15% handling charge on the returned amount. In addition, for cancellation of any units on a multiple unit orders, Lectrus reserves the right to alter the price of the remaining units based on quantity discounts given at time of quotation. Upon payment of the cancellation amount, the material will become the Customers. The Customer will have 30 days for removal of this material from Lectrus property.

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- AB. **Suspension of Production:** If the Customer delays a project or suspends production of an order voluntarily or involuntarily (shortage of customer supplied information, equipment, personnel, etc), Lectrus will be due the cost incurred and committed to stop work and secure the product. If this suspension is for more than 30 days, Lectrus will be paid all incurred and committed cost with a margin and storage fees as a progress payment even if there is no progress payment schedule established. If the suspended product must be relocated on Lectrus property during this suspension period for any reason, the Customer will be responsible to reimburse Lectrus for all cost incurred. Upon removal of the suspension, if more than three (3) months, Customer will be responsible for any material cost increase on the unpurchased items as per section A, Quote Validity.
- AC. **Force Majeure:** The consequences of labor troubles, fires, accidents, floods, wars, hurricane, earthquake, explosion, acts of terrorism, strike/lockout, government law or regulation, act by any government authority, action of civil or military authority, shortages of transportation, accident or delay in transportation, failure of any supplier to supply equipment, delay caused by the "end customer", and any and all like or different causes beyond the control of Lectrus Corporation shall excuse performance by Lectrus Corporation to the extent that performance is prevented or delayed thereby.
- AD. **Governing Law:** This Agreement is governed by the laws of the State of Tennessee. In the event of a breach of this Agreement, the breaching party agrees to pay all costs and expenses incurred by the non-breaching party in enforcing this Agreement or collecting damages for the breach including, but not limited to, attorneys' fees and court costs. Buyer submits to and consents to jurisdiction and venue in any action or proceeding commenced by Lectrus Corporation in any state or federal court located within Hamilton County, Tennessee.
- AE. **Arbitration:**  
*Scope.* Except as otherwise provided herein, all claims or controversies for which a court would otherwise be authorized by law to grant relief relating to any dispute between Lectrus and Seller and arising out of this order shall be resolved by arbitration in lieu of any judicial proceeding. Said arbitration shall be administered in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association ("**AAA**") (except as modified by the provisions hereof), but without using the dispute resolution or administration services of the AAA. The arbitrator shall be the judge of the relevancy and materiality of the evidence offered, and conformity of legal rules of evidence shall not be necessary. The place of arbitration shall be Chattanooga, Tennessee. The internal laws of the State of Tennessee and any applicable federal laws shall be the governing law.  
*Initiation of Arbitration.* Unless barred by an applicable statute of limitations, a party may initiate arbitration of a claim or dispute by serving the other party with notice of the nature of the claim and a demand for arbitration. A claim shall be forever barred if on the date the demand for arbitration is received by the other party the claim, if asserted in a civil action, would be barred by the applicable statute of limitations. A party served with a demand for arbitration may serve a response or counterdemand for arbitration within ten (10) days of service of the demand.

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Selection of Arbitrator. The case shall be submitted to a single arbitrator chosen by Lectrus and Seller from the panel of mediators and arbitrators maintained by the United States District Court for the Eastern District of Tennessee at Chattanooga, or Lectrus and Seller may agree upon any other person to serve as the arbitrator. In either event, Lectrus and Seller shall have twenty (20) days to agree upon the arbitrator after the demand for arbitration has been served. If Lectrus and Seller are unable to agree on a choice of arbitrator within said twenty (20) days, then each party shall select two names from the District Court panel, and the four names shall be placed in a hat and one name withdrawn at random by the Clerk & Master of the Chancery Court of Hamilton County, Tennessee in the presence of representatives of the affected parties. The name withdrawn shall be the person designated as the arbitrator, and he or she shall be contacted immediately and given three (3) days to decide whether to serve. If he or she is unable or unwilling to serve as the arbitrator, another random drawing shall be held from among the remaining three names, and this process shall continue until an arbitrator is selected who is able and willing to serve.

Power of Arbitrator. The arbitrator shall have full power to make such regulations and to give all such orders and directions as he or she shall deem just and expedient. The arbitrator shall have the authority and power to proceed *ex parte* if any party shall fail, after reasonable notice, to attend hearings before him or her. The arbitrator may grant any remedy or relief that he or she deems just and equitable and within the scope of all laws applicable to the dispute, including the making awards of compensatory damages, issuing both prohibitory and mandatory orders in the nature of injunctions, compelling the production of documents and witnesses for pre-arbitration discovery and/or presentation at the arbitration hearing on the merits of the case, and making other decisions, including interim, interlocutory or partial rulings, orders and awards, but the arbitrator shall have no jurisdiction or authority to award consequential, exemplary or punitive damages against Lectrus for any reason, and the arbitrator shall not have legal or equitable jurisdiction or authority to issue a mandatory or prohibitory order which: (a) extends or has effect beyond the subject matter of this order, or (b) will govern the activities of any party for a period of more than two (2) years.

Award. In rendering an award, the arbitrator may set forth the reasons for his or her decision. The award of the arbitrator shall be final and binding upon Lectrus and Seller without appeal or review except as may be permitted by the arbitration laws of the State of Tennessee. Either party may petition the Chancery Court for Hamilton County, Tennessee for entry and enforcement of a judgment based on the award. Such petition must be filed with the Court within sixty (60) days of the date of the award.

Expenses. In the event of arbitration, each party shall bear one-half of the expense thereof; provided, however, that if the arbitrator renders an award or decision in favor Lectrus, Seller shall reimburse Lectrus for any expenses paid by Lectrus, including arbitrator fees or expenses, expert witness fees or expenses, attorneys' fees or expenses, administrative fees or expenses, or any other costs, expenses or fees incurred by Lectrus in connection with the arbitration process, and Seller shall be responsible for all attorneys' fees, expenses and any other costs incurred by Seller in connection with the arbitration process.

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*Exceptions.* Notwithstanding the provisions of Section 1 above, either party may file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, attachment, writ of possession or appointment of a receiver on the grounds that interim or provisional relief is necessary to protect the rights or property of a party pending the establishment of the arbitrator (or the arbitrator's determination of the merits of the controversy) or that the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief.

- AF. **Terms and Conditions:** The terms and conditions herein and in the [quotation] set forth the entire agreement of the parties and may not be explained or supplemented by any prior, contemporaneous or subsequent purchase order, sales agreement or other document, or any prior, contemporaneous or subsequent verbal discussions. No waiver or modification of the terms and conditions shall be effective unless signed by an authorized Lectrus Corporation representative. Lectrus Corporation expressly limits acceptance of the [quotation] to these terms and conditions. A customer's purchase order, with different terms and conditions, does not override Lectrus' terms and conditions.
- AG. **Oral Agreements:** There are no oral understandings or agreements for any proposal, specification, or scope of work. This proposal represents the entire agreement, terms and conditions between parties. Any and all changes to this proposal after an accepted purchase order will be managed through the Change Request Process.