



Purchase Order Terms & Conditions
QMSD-1041 Rev 1 Effective Date:03/18/08

1. The terms and conditions of this order shall not be modified by any verbal understanding or agreement.
2. Render invoice in triplicate for each shipment marked original duplicate and triplicate. Articles on this order must not be included on invoice covering other orders.
3. Your invoices shall include:
 - (a) Number and date of this order, consignee and shipping weight.
 - (b) How shipped, i.e., freight, express or parcel post.
 - (c) If shipment was prepaid, charges collect, COD, or shipper's order.
 - (d) If purchaser is entitled to allowance for transportation charges, such allowance must be shown and deducted.
4. Seller warrants that all goods supplied hereunder will conform to specifications, drawings, samples or other description furnished by Buyer: will be fit and sufficient for the purpose intended; will perform as specified herein: and will be free from defects in material or workmanship. Without limitation of any of its rights with respect to latent defects or fraud, or any of its other rights at law, Buyer may, within twelve months (a) from delivery, in the case of goods not transmitted to its customer or (b) from the date of shipment from Buyer's factory in the case of goods transmitted to its customers, return goods which are not as warranted to Seller, at Seller's expense for credit or replacement as Buyer may direct notwithstanding, the above, Seller's warranty shall not apply to goods which have been improperly stored or misused by Buyer or its customers.
5. ALL PURCHASES ARE MADE FOB. destination, unless otherwise specified in Purchase Order
6. Invoices must describe articles in terms used in the Purchase Order All bills must show numbers and marks of cases or packages in which goods billed are shipped; weight of shipment, order number, and car number in which goods are shipped, name of vendor making shipment, article and quantity, number of cases or packages.
7. A separate bill shall be rendered for each car lot.
8. Substitutions not permitted without written authorization.
9. No charges permitted for packing or wrapping unless specified.
10. Payment shall not constitute acceptance; material received is subject to purchaser's inspection and rejection.
11. In the absence of packing lists the purchaser's count shall be accepted as final.
12. Time of delivery is part of the essence of this contract and the order is subject to cancellation for failure to deliver on time except for causes beyond the seller's control.
13. Seller agrees to defend, protect and save harmless Buyer, its successors, assigns, and customers against all claims, actions or suits for infringement of any United States or foreign letters patent arising out of or in any way connected with this order even if such claims. Actions or suits shall ultimately be determined to have been unfounded.
14. Any machinery, equipment, fixturing or tooling delivered hereunder shall include such safety related design features as are necessary for Buyer's compliance with governmental and industrial standards for working place safely when such machinery or equipment is used for its intended purposes.
15. Supplier must consent and grant the right of access to their facilities by the purchaser, their customer, and regulatory authorities involved in the order and to all applicable records.
16. Supplier must notify purchaser when changes to product and /or process definition and, where required, obtain purchasers approval.
17. Inspection at supplier site by the purchaser or its customers shall not constitute acceptance of materials.
18. Acceptance of this Purchase Order shall bind the supplier to hold confidential and control any and all drawings or data supplied required to perform supplier activities in fulfilling this order.
19. Where applicable supplier shall maintain material traceability records and inspection data for period of 5 years or provide this data to purchaser.
20. Where requirements for the supplier to flow down to sub-tier suppliers, all applicable requirements in our purchasing documents, including key characteristics must be communicated and fulfilled.
21. THE FOLLOWING PROVISIONS APPLY TO THE EXTENT REQUIRED BY FEDERAL LAW TO PURCHASES FOR PERFORMANCE OF FEDERAL GOVERNMENT CONTRACTS.

This Purchase Order incorporates by reference and is subject to the following regulations of the Office of Federal Contract Compliance Programs. Department of Labor:

41 C.F.R.60-1 .4	Equal Opportunity Clause
41 C.F.R.60-250.4	Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era
41 C.F.R.60-741.4	Affirmative Action Clause for Handicapped Workers

By accepting this Purchase Order, seller agrees:

To be bound by provisions of the above regulations.

To file Employer Information Report EEO-1 (Standard Form 100) as required pursuant to 41 C.F.R.60-1.73

To develop a written Affirmative Action Compliance Program as required by 41 C.F.R.60-1.40.