

Measure Tech Inc. Purchase Order Terms and Conditions

1 CERTIFICATES

All applicable certificates to be sent with each shipment. All certifications must include, where applicable, the company name, date, purchase order number, quantity, part number and revision, description, and title, name, and signature of the seller's authorized representative.

Raw material certifications shall include a complete description of the material (name, applicable process specification, type, class, grade, condition, etc.), the chemical composition, and the applicable material properties.

Special process certifications shall include a complete description of the process (name, applicable process specification, type, class, grade, etc.), the quantity and description (part number and name) of the item processed.

2 CERTIFICATE OF CONFORMANCE ("CofC")

Unless otherwise stated, a Certificate of Conformance ("CofC") shall be sent with all shipments.

3 FLOW DOWN REQUIREMENTS

All requirements of the Purchase Order and the Terms and Conditions shall be flowed down to sub-tier suppliers.

4 RECORD RETENTION

Records pertaining to the manufacture, inspection and test of Measure Tech's products shall be retained for a minimum of Ten (10) years.

5 RIGHT OF ACCESS

Supplier acknowledges Measure Tech's right of access to its facilities, product, and/or related quality records at any time, by Measure Tech, its customer, or regulatory authorities in order to verify quality of products or work. Right of access may be limited to only those records and product applicable to Measure Tech's products or contracts.

6 COUNTERFEIT PARTS

It is the supplier's responsibility to ensure that all parts and processes conform to the requirements specified on the order. It is the supplier's responsibility to ensure the parts contain the proper internal construction consistent with the ordered part, do not contain refurbished or reclaimed and be represented as new product; do not have different style or surface finish/plating than the ordered parts, are not being sold as tested parts, which have not successfully completed testing or screening, are not labeled or marked to misrepresent the part's form, fit, function or grade. Counterfeit part avoidance, detection, mitigation, and disposition should be followed in accordance with industry standards, including AS5553 and AS6174.

7 QUALITY AND INSPECTION SYSTEM

The supplier must maintain a quality and inspection system that meets the minimum requirements as approved by Measure Tech. The Supplier shall control the calibration of all measuring and testing devices against certified standards traceable to the National Institute of Standards Technology.



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8 INSPECTION

The Seller agrees to inspect and/or test all goods furnished in performance of this order to insure compliance with the specifications and other requirements of the purchase order. All goods received shall be subject to Measure Tech's inspection and acceptance or rejection. Payment of invoice shall not constitute the determining factor for acceptance of goods. In the event or rejection, goods may be returned and the seller debited cost of goods plus incoming and return freight charges.

9 REPORTING OF NONCONFORMANCES

Any nonconformance which will not meet final requirements of the drawing must be reported to Measure Tech. A preliminary disposition must be received from Measure Tech purchasing prior to shipment of nonconforming parts. The appropriate certifications shall so state the exact nonconformance and authority to ship. If the nonconformance is accepted on a one-time waiver or deviation basis, Measure Tech may impose a reduction in the purchase price as consideration to compensate for the processing the waiver in-house and/or with Measure Tech customer.

10 CONFIDENTIALITY

All information in the contract must be held in confidence by the supplier and no third party request for information will be authorized unless instructed in writing by customer representative

11 CORRECTIVE ACTION RESPONSIVENESS

Supplier acknowledges it shall apply suitable corrective action when presented with Measure Tech complaints or nonconformance reports.

12 SUPPLIER CHANGES

Supplier shall notify Measure Tech immediately of changes in product and/or process, changes of suppliers, and/or changes of manufacturing facility location. Measure Tech reserves the right to approve such changes or incidents before work is allowed to proceed.

13 PACKAGING

Parts shall be packaged and identified with the Measure Tech and/or seller part number, where applicable. All parts shall be stored and packaged to avoid damage at the seller's facility and during shipping. Each package should be identified with the purchase order number.

14 AWARENESS

The suppliers must be aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.