



Schenck USA Corp., business unit Test Devices

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Form Name: **Purchase Order Terms & Conditions**

Issued By: **Quality**

TDI Form TDF182 R004 APP. BY DJW 2/9/2021

ACCEPTANCE This order, inclusive of the terms on the face hereof, is the exclusive agreement between the parties, subject to the terms and conditions herein and including any documents incorporated herein by reference. Seller's acceptance of this order shall be deemed to occur either through commencement of performance under this order or acknowledgment of this order. Additional or different terms contained in Seller's acknowledgment or any other documentation of Seller shall be void and of no effect unless accepted in writing by Buyer. No change in, modification of or revisions of this order shall be valid unless in writing signed by Buyer.

CHANGE Buyer may change this order at any time by written notice to Seller and Seller shall comply with such change notice. If such changes result in an increase or decrease in Seller's cost or in the time for performance, an equitable adjustment in the price and time will be made by the parties through written agreement, provided a request for adjustment is made by Seller within 10 days after receipt of such change notice. **SELLER MAY NOT CHANGE MATERIAL OF MANUFACTURE, SOURCES OF SUPPLY, MANUFACTURING PROCESS OR MANUFACTURING LOCATION WITHOUT THE PRIOR WRITTEN CONSENT OF BUYER.**

SUPPLIER RESPONSIBILITY The supplier shall establish and maintain a system for the control of Quality. This system shall be subject to Test Devices approval.

RIGHT OF ENTRY For any reason determined by Test Devices, its customer or other regulatory authorities, including without limitation quality control and pricing, Test Devices, its customer or other regulatory authorities may inspect Seller's manufacturing facilities as well as review and copy, upon its request, any and all books, records and information of Seller relating to the items provided hereunder. This requirement is also applicable to anyone in the Seller's supply chain.

FLOWDOWN There shall be a flow-down of the quality requirements of this contract to any subcontractor used in the performance of this contract. This includes any requirements flowed down to Test Devices from their customer.

WARRANTY In addition to all warranties implied in fact or at law, (including the implied warranties of merchantability and fitness for a particular purpose), Seller expressly warrants that all items and /or services furnished hereunder will be free from defect in materials and workmanship, conform strictly to all specifications and requirements of this order, and be free from design defects. If there is a breach of this warranty, Test Devices, in addition to any other rights it may have, may return such items, at Seller's expense, for repair, replacement, refund or credit at Test Devices option. Refund or credit amounts shall include the price of the item plus the amount of any costs associated with uninstalling or otherwise isolating the defective part. All warranties shall run to Buyer and its customers, and shall survive acceptance, subsequent use and/or resale or other disposition of the items or services, as well as payment therefore, by Buyer.

CORRECTIVE ACTION The supplier shall take prompt action to correct assignable conditions which have resulted, or could result in non-conforming products or services being offered to Test Devices for acceptance which do not conform to any of the following:

- (1) The quality assurance provisions of the item specification.
- (2) Inspections and tests required by the contract or purchase order, and
- (3) Other inspections and tests required to substantiate product conformance. Discrepant material delivered under contract to Test Devices facilities or our customers will be held for ten days pending supplier's disposition instructions. After this time, the material will be returned to the supplier at the supplier's expense.
- (4) Late delivery

COUNTERFEIT PREVENTION Suppliers shall establish and maintain a Counterfeit Parts/Material Prevention and Control Plan to ensure that counterfeit goods and material are not delivered to Test Devices. Supplier shall provide written notification to Test Devices Purchasing Manager and/or Quality Manager if supplier becomes aware or suspects that it has furnished Counterfeit Goods within 24 hours. Supplier shall provide to Test Devices Purchasing Manager and/or Quality Manager, upon request, the supply chain traceability to an Original Manufacturer or authorized distributor chain that identifies the name and location of all the supply chain intermediaries from the part manufacturer to the direct source of the product. Supplier shall have a documented process in place to ensure Counterfeit goods are contained and do not re-enter the supplier chain. Any counterfeit or suspect counterfeit, goods and materials delivered to Test Devices will be controlled by Test Devices to prevent reentry into the supply chain. The counterfeit or suspect counterfeit, goods and materials delivered to Test Devices must be replaced with non-counterfeit parts or credited at the expense of the supplier. Supplier shall include this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as goods or material to Test Devices as applicable.

RECORD RETENTION Seller shall maintain the books, records and information (including but not limited to production and quality records) relating to the items provided hereunder for a minimum of ten (10) years after delivery and acceptance of items, unless a longer period is specified by a clause on the face hereof.

INSPECTION The seller shall perform inspection on parts or material according to Test Devices Engineering Specification TES-004 "Inspection Requirements".

CHEMICAL AND/OR PHYSICAL TEST REPORTS Each shipment of material must be accompanied by legible and reproducible copies of all chemical and/or physical test reports, identifiable with the furnished materials. These reports must contain the signature and title of the authorized representative of the agency performing the test and must contain sufficient information to assure conformance to specification requirements. The report must include the specification, drawing number and revision relative to the material including the identifying number for traceability (i.e. heat number, run number, batch number, lot number, etc.). Test Specimens shall be submitted with the initial order if specified by a clause on the face hereof.

- A. Chemical and or Physical Test(s) – The reports must contain the date specification and lot, roll, batch or serial numbers applicable to the material submitted. They shall also delineate the specific requirement(s), test methods and quantitative results obtained.
- B. Dimensional Inspection Report – The report must contain the date and results of the dimensional measurement of the material or items submitted. The reports shall state the part number, description of the dimension and the results of the measurement. The seller shall maintain evidence of the inspections performed which may include a list of the tool(s) or equipment used to obtain the measurement and their calibration dates.

NONCONFORMING MATERIAL The supplier shall establish and maintain an effective and positive system for controlling nonconforming material including procedures for identification, notification segregation, preservation and disposition of reworked or repaired product. Repair of nonconforming product is the prerogative of and shall be as prescribed by Test Devices by written authorization from an authorized representative for Test Devices design authority. All nonconforming products shall be positively identified to prevent use, shipment and intermingling with conforming product.

CERTIFICATION The supplier shall provide a Certificate of Compliance (C of C) attesting that the product complies with the drawings and/or specifications imposed by the purchase order or contract. The C of C shall be attached to the packing slip or the product and shall accompany each shipment. The report shall contain the name, title and signature of the company duly authorized representative. When required, specific personnel qualifications shall be submitted with C of C.

DEVIATION REQUESTS Request for deviation from the requirements of the contract, purchase order, drawings or specifications shall be submitted to and approved by Test Devices prior to completion of order and shipment. Product accepted on a deviation request by Test Devices will be shipped with all certifications and shippers referencing the non-conformance.

Authorization to ship discrepant or substitute material must be obtained in writing prior to shipment. Discrepant material shipped without approval will not be accepted.

RECEIVING INSPECTION Subcontracted or purchased supplies will be subject to inspection at destination, as necessary to assure conformance to contract or purchase order requirements. Acceptance of order at destination, does not relieve the supplier of any responsibility regarding non-conformances.

OBsolescence Test Devices may desire to place additional orders for Work purchased hereunder. SELLER shall provide Test Devices with a "Last Time Buy Notice" at least twelve (12) months prior to any action to discontinue any parts/components purchased under this contract.

CONTRIBUTION Supplier to ensure that their employees are aware of

- their contribution to Test Devices product or service conformity;
- their contribution to Test Devices product safety;
- the importance of ethical behavior.