

PURCHASE ORDER TERMS & CONDITIONS
AERO-MISSILE COMPONENTS, INC
351 Camer Drive Bensalem, PA 19020

1) **ACCEPTANCE.** This Purchase Order (“Order”) constitutes an offer by Buyer which is accepted by seller solely in accordance with the terms set forth herein. Upon acceptance, this Order shall constitute the entire agreement between the parties (except for any additional warranties given by Seller), superseding any and all previous communications and negotiations. Unless specifically agreed to in writing by Buyer, signed by an authorized representative of Buyer’s Purchasing Department, no additional or different term or provision (except additional warranties given by Seller) of any quotation, acknowledgment, invoice or other form supplied by Seller shall become part of this Order notwithstanding Buyer’s failure to specifically object to such term or provision.

2) **ADDENDA.** All supplemental or acknowledged sheets, schedules, exhibits, specifications, drawings, data or riders which may be annexed hereto or referenced herein are made part of this Order. Seller acknowledges that it has available to it all specifications, drawings and data incorporated in this Order and that they are adequate to enable Seller to perform the work called for herein in accordance with the delivery schedule.

3) **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** Seller has complied with and shall comply with all applicable Federal, State and local laws and ordinances and all orders, rules and regulations there under. Seller shall save and hold Buyer harmless from and reimburse it for any and all costs, damages and expenses (including attorney’s fees) suffered or occasioned to it through any failure of Seller to comply with any laws, orders, rules, regulations or ordinances.

4) **DELIVERY.** Buyer reserves the right to refuse shipments made in advance of the schedule set forth in this Order, to return advance shipments at Seller’s expense, and/or to hold any predated articles and pay invoices on such shipments on normal maturity after schedule date. Over shipment allowances, if authorized, will be applied to the entire Order. If Buyer agrees to accept deliveries after the date of delivery has passed, Buyer shall have the right to direct Seller to make shipment to the delivery point set forth in this Order by the most expeditious means and any additional, cost of such expedited shipment and handling shall be borne by Seller.

5) **TITLE AND LOSS.** Title to and all risk of loss of or damage to supplies to be delivered hereunder shall remain in Seller until such supplies are delivered to

Buyer at the destination specified on the face of this order. Seller shall bear all risk of loss or damage to supplies rejected by Buyer, after notice of rejection until such supplies are redelivered to Buyer, except for loss, destruction or other damage to such rejected supplies resulting from the gross negligence of officers, agents or employees of Buyer acting within the scope of their employment. Passing of title upon delivery shall not constitute acceptance of the items by Buyer. All items to be delivered hereunder and all property to be returned to Buyer shall be free and clear of any and all liens and encumbrances whatsoever.

6) FAR. Orders placed under United States government contracts are subject to the applicable FAR regulations.

7) CONFIGURATION CONTROL. All articles supplied against a Aero-Missile configured item, assigned a Aero-Missile part number, a military drawing or specification shall not be changed without prior written request and written approval from Aero-Missile. Supplier must notify AMC of changes in product and / or process definitions, changes of suppliers, change of manufacturing facility / location, and where required obtain organization approval.

8) RECORDS OF TEST AND INSPECTION. All articles included in each shipment shall be in accordance with the requirements of all applicable specifications and drawings as specified on this purchase order. Records of inspection and test providing objective quality evidence of these requirements shall be done by qualified personnel and kept on file and available for 10 yrs from time of shipment to Aero-Missile, with right of access to facilities; to Aero-Missile , our customers and the government upon request at no additional cost.

9) CERTIFICATE OF PHYSICAL AND CHEMICAL ANALYSIS. A quantitative report, from the material source, of the physical and chemical analysis of the material traceable to the heat identification must be supplied with each shipment when required per the purchase order. The material specification must be clearly identified with revision level, class, form, condition, type and/or composition.

10) INSPECTION AND TEST DATE. Copies of supplier's inspection and test data must be supplied with each order, when required per the purchase order. Failure to supply this data when requested will result in the material being rejected and returned at supplier's expense. Supplier to give written notification of non-conforming product, which results in product rejection at Suppliers expense.

11) CERTIFICATE OF CONFORMANCE (C of C). A Certificate of Conformance must be supplied with each shipment. Failure to do so will result in rejection and the return of the material at the seller's expense. Certification must include quantity, part number (military part number, if applicable) and the manufacturer's traceable lot number.

12) CERTIFICATE OF MERCURY FREE CONTAMINATION. The Seller is required to certify that the material furnished under the purchase order contains no metallic mercury or mercury compounds. The Seller shall also state that reasonable steps have been taken to insure that the supplies furnished have not come in contact with metallic mercury or mercury compounds.

13) QUALIFIED PRODUCTS LIST. The material supplied must be produced by a manufacturer on the applicable qualified products list in effect at the time of purchase, unless specified on the purchaser order

14) RIGHT OF ACCESS. Aero-Missile, along with our customer and any involved regulatory agency, reserves the right of access to all facilities involved in this order and all applicable quality documentation.

15) FLOW DOWN. Aero-Missile requires you the Supplier to pass on to any sub-tier supplier the applicable requirements in the purchase document, including key characteristics where required.

16) FOD. Supplier must be aware of any potential FOD issues or have a FOD procedure in place to assure parts are free of any foreign object debris.

17) COUNTERFEIT PARTS. It is Aero-Missile policy to purchase products from Qualified Suppliers on AMC Approved Suppliers list.

18) QUALIFICATION OF PERSONNEL. Aero-Missile may request qualification of personnel when required.

19) Suppliers must notify Aero-Missile of any non conforming processes, products, or services and obtain approval for their disposition.

20) Ensure personnel are aware of their contribution to product quality and service, as well as product safety and the importance of ethical behavior.

21) Notify the organization of changes to processes, products, or services, including changes of their external providers or location of manufacture.

22) Prevent the use of suspected unapproved, unapproved and counterfeit parts.

Rev B

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