



PRIME PRODUCTS, INC.

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Purchase Order Terms and Conditions

1. **ACCEPTANCE:** This order is Buyer's offer to Seller. Seller shall acknowledge acceptance of this order in writing to Buyer. No modification of this order shall be binding unless agreed to in writing by both parties.
2. **DELIVERY:** Delivery shall be in accordance with the quantities, schedule and instructions on this order. Partial shipments shall not be made unless authorized by Buyer. If at any time it appears Seller will not deliver on time, Seller shall promptly notify Buyer, and if requested by Buyer, will ship via expedited ship method with cost borne by Seller.
3. **SHIPMENTS:** All shipments shall include a packing slip. The packing slip shall reference the Purchase Order number and list all items and item quantities contained in the shipment.
4. **PACKING:** All items shall be clearly labeled and packaged to prevent damage during shipment. Packaging cost shall be borne by Seller.
5. **INVOICES:** Seller shall send an electronic copy of the invoice to the email address on Buyer Purchase Order after items have shipped or services have been performed. The invoice shall reference the Purchase Order number and lists all charges.
6. **PAYMENT:** Buyer shall initiate the payment process upon receipt and acceptance of items and Seller's invoice. Buyer shall issue payment within the terms of this order.
7. **RISK OF LOSS:** Seller shall assume risks for loss or damage of property supplied by Buyer.
8. **LIMITED SHELF LIFE ITEMS:** Seller shall include the expiration date on the certificate of compliance for items with a limited shelf life. There shall be at least 75% remaining shelf life upon receipt by Buyer.
9. **CERTIFICATES OF COMPLIANCE (C of C):** When required by Buyer purchase order, Seller shall provide a C of C which states that the items delivered conform to all Buyer applicable requirements and specifications. The C of C shall include
 - a. the Seller name and address,
 - b. the Buyer purchase order number,
 - c. the part number and revision level,
 - d. the shipment date and quantity, and
 - e. the specification(s), with revision level(s), to which the item is compliant, if applicable.

This information may be included on the packing slip or on a separate C of C, or partially on each if the two documents are connected by manufacturing lot number or equivalent. Sub tier suppliers shall provide a C of C for all materials and outside processes that are used to produce the item.

10. **INSPECTION:** Buyer reserves the right to inspect the items delivered under this order. Rejection of one item shall, at Buyer's discretion, be cause for rejection of the entire lot. Buyer may return any nonconforming items for replacement or correction with cost borne by Seller.
11. **ORDER CHANGES:** Buyer may at any time, in writing, make changes to this order. Seller shall acknowledge changes, in writing, and notify Buyer of any impact on price or delivery.
12. **CONFIDENTIALITY:** Seller shall keep confidential all proprietary information provided by Buyer.
13. **NOTIFICATION:** Seller shall promptly notify Buyer of 1) any nonconforming product or service that Seller has reason to believe may have been delivered or provided to Buyer or Buyer's customer and 2) any change to Seller's Quality Management System, manufacturing processes, manufacturing facilities or sub-tier suppliers.

14. FLOW DOWN: Seller shall flow down all relevant order requirements and information to sub tier suppliers. This includes the C of C requirements per section 9 and all relevant PO technical exceptions or notes.
15. RIGHT OF ACCESS: Seller shall grant right of access to Buyer, its customer, or regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order, and to all applicable records. On-site verification by Buyer, its customer or regulatory authorities shall not absolve the Seller of the responsibility to provide products or services that meet order requirements.
16. RECORDS: Seller shall retain all C of C's and other records generated during the manufacturing process (i.e. control plans, routers, travelers) for at least 10 years. Seller shall provide these records promptly upon Buyer request.
17. TRACEABILITY: Seller shall maintain traceability of the materials and outside processes that are used to produce the item to the C of C's.
18. EMPLOYEE AWARENESS: Seller shall ensure that employees are aware of their contribution to product or service conformity, their contribution to product safety and of the importance of ethical behavior.
19. COUNTERFEIT PARTS: Seller shall plan, implement and control processes to prevent the use of counterfeit or suspect counterfeit parts.
20. PERFORMANCE: Seller shall maintain a quality level of zero defects and an on-time delivery level of 100% on all items delivered to Buyer. Failure to meet these performance requirements may result in Buyer requesting a corrective action and/or quality performance improvement plan from Seller.
21. QUALITY MANAGEMENT SYSTEM: Seller shall implement a quality management system for the purpose of meeting Buyer performance requirements. Compliance with ISO 9001 and/or AS9100 with third party registration is preferred.

REVISIONS			
LEVEL	DESCRIPTION	DATE	APP'D BY
C	Update header. Add revision table. Revise section 9.	11/2/2015	JJM
D	Revise section 9.	12/7/2015	JJM
E	Update sections 5, 9, 10, 14 and 16. Add sections 17 thru 19.	11/8/2017	JJM
F	Added sections 20 and 21.	12/29/2017	JJM