

| | | |
|--|---|---|
| <p>THE FOLLOWING GENERAL TERMS AND CONDITIONS (GTC) APPLY TO ALL DETORONICS PURCHASE ORDERS AND CONTRACTS, UNLESS OTHERWISE NOTED. SPECIFIC DETORONICS QUALITY REQUIREMENTS (QR) CLAUSES APPLY WHEN NOTED ON THE PO. WHERE SPECIAL QUALITY REQUIREMENTS ARE REQUIRED BY DETORONICS CUSTOMERS, IT WILL BE NOTED ON THE P.O.</p> | | <p>Date 12/2010 Revision: A</p> |
| GTC | <p>RIGHT OF ENTRY. THE BUYER AND BUYERS CUSTOMER, AND THEIR CUSTOMERS, OR ANY APPLICABLE REGULATORY AGENCY WILL HAVE THE RIGHT TO ENTER THE SELLERS FACILITY TO PERFORM INSPECTION OR ENSURE COMPLIANCE TO THE CONTRACT.</p> | |
| GTC | <p>ACCEPTANCE OF THIS ORDER, OR THE INITIATING OF ANY PROCESS, OR THE FURNISHING OF ANY PRODUCT, OR THE ACCEPTANCE OF PAYMENT, CONSTITUTES UNCONDITIONAL ACCEPTANCE BY THE SELLER. THE SUPPLIER IS REQUIRED TO FLOW DOWN TO SUB-TIER SUPPLIERS THE APPLICABLE REQUIREMENTS INCLUDING KEY CHARACTERISTICS WHERE REQUIRED.</p> | |
| GTC | <p>AMENDMENTS TO THIS ORDER, OR DETORONICS TERMS AND CONDITIONS SHALL BE SET FORTH IN WRITING, VIA PURCHASE ORDER CHANGE NOTICE, AND /OR REVISIONS TO THE PURCHASE ORDER TERMS AND CONDITIONS. DETORONICS WILL CONSIDER SELLERS REQUEST TO MODIFICATION OF, OR EXCEPTION TO, ONLY IF SUCH REQUEST IS MADE IN WRITING, PRIOR TO THE ACCEPTANCE OF THE ORDER (REF. ACCEPTANCE CLAUSE)</p> | |
| GTC | <p>PRICE AS STATED ON THIS ORDER COVERS ALL GOODS AND SERVICES TO BE PROVIDED BY THE SELLER AS SPECIFIED IN THE ORDER. THESE PRICES ALSO COVER ALL CHARGES FOR PACKAGING, CONTAINERS, AND TRANSPORTATION, UNLESS SPECIFICALLY DEPICTED OTHERWISE ON THE FACE OF THE ORDER</p> | |
| GTC | <p>SHIPMENT OF GOODS AND SERVICES UNDER THIS ORDER SHALL BE F.O.B AS SET FORTH ON THE FACE OF THE ORDER. SELLER SHALL FOLLOW BUYERS INSTRUCTIONS REGARDING METHOD OF SHIPMENT, EXCEPT WHERE BUYER HAS SO STATED ON THE FACE OF THE ORDER.</p> | |
| GTC | <p>SCHEDULE FOR DELIVERY WILL BE THE RESPONSIBILITY OF THE SELLER. THE SELLER SHALL NOT BE HELD LIABLE FOR DAMAGES IN RESPECT TO DELIVERY DELAY DUE TO CAUSES BEYOND SELLERS REASONABLE CONTROL. HOWEVER, IF THE SELLER DOES NOT MEET THE DELIVERY DATE AS DEPICTED ON THE FACE OF THE ORDER, THE BUYER MAY APPROVE A REVISED DELIVERY SCHEDULE, OR TERMINATE THE ORDER WITHOUT LIABILITY FOR SUCH TERMINATION.</p> | |
| GTC | <p>HAZARDOUS MATERIAL SELLER AGREES TO FURNISH THE APPLICABLE MATERIAL SAFETY DATA (MSDS) SHEET(S) WITH EACH SHIPMENT, FOR PRODUCTS DESIGNATED BY INDUSTRY, STATE, OR FEDERAL AGENCIES AS HAZARDOUS MATERIAL.</p> | |
| GTC | <p>PACKAGING AND PROTECTION OF THE PRODUCT SHIPPED SHALL BE IN ACCORDANCE WITH THE DETORONICS PO OR BEST COMMERCIAL PRACTICE TO PROTECT PRODUCT FROM DAMAGE AND/OR DETERIORATION.</p> | |
| GTC | <p>CANCELLATION SHALL REMAIN THE RIGHT OF THE BUYER AND MAY BE INITIATED AT ANY TIME.</p> | |
| GTC | <p>TOOLING FURNISHED BY DETORONICS SHALL BE MAINTAINED INDOORS, THE SELLER IS RESPONSIBLE TO ENSURE ADEQUATE CARE IS UTILIZED WITHIN THEIR FACILITY, TO MAINTAIN THE TOOLING IN GOOD WORKING CONDITION. ANY DAMAGES TO THIS TOOLING, WHILE IN THE CARE OF THE SELLER SHALL BE REPORTED TO THE DETORONICS BUYER IN WRITING. DETORONICS SHALL DISPOSITION DAMAGED TOOLING PRIOR TO FURTHER PROCESSING BY THE SELLER. SELLER REWORK OF DETORONICS FURNISHED TOOLING SHALL BE AUTHORIZED IN WRITING.</p> | |
| GTC | <p>QUALITY ASSURANCE. The supplier shall comply with the DETORONICS Quality System requirements as specified by the DETORONICS Supplier Survey or purchase order. Supplier agrees to implement and maintain the Quality or Inspection System during the performance of this contract. An authorized Certificate of Conformance is required with each shipment. Process suppliers shall furnish a complete Certificate of Conformance with each shipment indicating the PO number, specification number and revision, name of supplier and quantities accepted and rejected. Material suppliers shall furnish chemical/physical test reports with each shipment identifying the applicable specification and revision, actual chemical composition and physical properties, melt, heat, batch or lot. Additional DETORONICS Quality Requirements (DETORONICS QR clauses) apply when referenced by PO. The supplier is not authorized to perform Material Review action of nonconforming material. <u>Note:</u> This clause does not apply to contracts for DETORONICS non-deliverable goods or services. The supplier is required to notify DETORONICS of any changes regarding the product/process, and or any changes to the facility location.</p> | |
| GTC | <p>NON CONFORMANCES Upon acceptance of a DETORONICS purchase order; the supplier agrees that DETORONICS is entitled to reimbursement of DETORONICS labor and material costs associated with seller responsible non-conformances and damages. DETORONICS shall be notified in writing of all non-conforming product and arrange for the approval of non-conforming material prior to shipment.</p> | |
| QR | 1) | The supplier shall maintain a Quality System in compliance with ISO 9001 and/or AS9100. |
| QR | 2) | The supplier shall maintain a RoHS compliance program. C of C is required with each shipment for each P/N purchased component noting component is RoHS compliant. |
| QR | 3) | MSDS required with each shipment. (Raw Materials) |
| QR | 4) | The supplier and supplier subcontractors shall maintain a Calibration System in compliance with Calibration System Requirements of ISO10012 or ANSI Z540-1. |
| QR | 5) | DETORONICS Source Inspection and/ or Customer Verification is required at supplier facility prior to shipment. DETORONICS will place an Inspection Stamp or Signature on the supplier shipper to indicate DETORONICS acceptance. Contact DETORONICS at least 48 hours prior to shipment from supplier facility. |
| QR | 6) | Government Source Inspection is required at supplier facility prior to shipment. Supplier shall contact DETORONICS and applicable Government Representative to arrange for Government acceptance prior to shipment from supplier facility. |
| QR | 7) | Supplier to provide a Final Test Report with each shipment. DETORONICS P.O. shall be stated on the final test report. |
| QR | 8) | The supplier shall perform and document a complete First Article Inspection Report (FAIR) including 100% of B/P or specification requirements. One copy of supplier FAIR will be furnished to DETORONICS Inc. along with the first shipment for this PO/contract. |
| QR | 9) | The supplier shall implement and maintain a Key Characteristics (KC) control program acceptable to DETORONICS. |
| QR | 10) | The supplier shall provide an Inspection Report (IR) identifying engineering requirements and actual. Use of supplier or DETORONICS inspection form is acceptable. One copy of the IR shall be furnished to DETORONICS representing each manufacturing lot. |
| QR | 11) | The supplier shall perform 100% inspection of the DETORONICS noted characteristics, a record of the inspection results shall be provided to DETORONICS, sampling inspection is not allowed. |
| QR | 12) | The supplier shall comply with DETORONICS Special Quality Requirement as noted on the P.O. (As defined by DETORONICS QA). |