

ISO PURCHASING/SUPPLIER STANDARD TERMS & CONDITIONS

Overview:

This document has been created to assist our suppliers in understanding the purchasing expectations and quality requirements for products and/or services supplied to Eklund's, Inc. This document will communicate the operating principles, general expectations, and procedures of Eklund's, Inc. Adherence to the guidelines described in this document are required by all Eklund's, Inc. suppliers. Acceptance of any and/or all purchase orders constitutes acceptance and commitment on behalf of the recipient to comply with this document's content. These guidelines are provided as supplement to, and do not replace or alter, any purchase agreement terms and conditions which are included as requirements of applicable drawings, specifications and other contractual documents. This document describes the minimum requirements for which the supplier has responsibility.

1. Our organization reserves the right of final approval of product, procedures, processes and equipment.
2. All special processes required by this PO must be performed by qualified personnel.
3. Our organization reserves the right to review and approve the Vendors Quality Management System.

Standard QMS Requirements Include:

- a. Vendors providing special processing must maintain a system for validating processes.
 - b. Customer Directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer in question.
 - c. Suppliers initially approved for use via Certification (ISO) must notify our organization of any changes to that certification.
4. The Vendor shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
 5. Our organization reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items including key characteristics.
 6. Our organization reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.
 7. The Vendor is required to:
 - a. Notify our organization of nonconforming product.
 - b. Obtain our organization approval for nonconforming product disposition.
 - c. Notify our organization of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations.
 - d. Flow down to the supply chain the applicable requirements including customer requirements.
 8. The Vendor is required to supply product that has a remaining shelf life of at least 75% of original life as of the date of shipment.

ISO PURCHASING/SUPPLIER STANDARD TERMS & CONDITIONS

9. The Vendor is required to retain all Records associated with the Purchase Order for 7 (seven) years or as required by contract.
10. Right of access by our organization, our customer and 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.
11. All vendors providing Calibration Services must be Certified ISO17025 (or equivalent). All Calibration Certificates must identify standards used and must be traceable to NIST (National Institute of Standards Technology).
12. Seller shall provide a proper Bill of Lading signed by Carrier, or any other legally applicable documents providing title to the goods to Purchaser upon delivery, fully protecting all parties in case of damages in transit. All cost incurred due to improper packing will be paid by Seller.
13. Certification of Materials and/or Process performed must accompany materials/parts received. Invoice will be aged for payment based on date Certification(s) is received.
14. Any disputes arising out of any Contract issued pursuant to the Terms and Conditions shall be interpreted in accordance with and governed by the Laws of the State of Texas, USA.
15. COUNTERFEIT PARTS PREVENTION
 - a. The Supplier warrants that Counterfeit Supplies shall not be supplied to the Purchaser or installed in the Purchaser's products by the Supplier.
 - b. The Supplier warrants that only new, unused, authentic, genuine and legitimate items shall form part of the Supplies supplied to the Purchaser.