

NEWARK WIRE CLOTH CO.

PURCHASE ORDER TERMS AND CONDITIONS:

1. MIL-I-45208, ISO9001 or AS9100 INSPECTION / QUALITY SYSTEM APPLIES.
2. MIL-STD-45662, ISO10012-1 OR ANSI-Z540 CALIBRATION SYSTEM APPLIES.
3. CERTIFICATION OF CONFORMANCE TO ALL PURCHASE ORDER REQUIREMENTS IS REQUIRED WITH EACH SHIPMENT.
4. MATERIAL CERTIFICATIONS AND TEST REPORTS REQUIRED WITH EACH SHIPMENT.
5. MATERIAL SUPPLIED FOR THIS ORDER MUST BE IN COMPLIANCE WITH DFARS 252.225-7014, ALT 1.
6. DIMENSIONAL INSPECTION SHEETS REFLECTING VARIABLE DATA REQUIRED.
7. FIRST ARTICLE INSPECTION REPORT PER AS9102 IS REQUIRED
8. 100% INSPECTION REQUIRED. DIMENSIONAL INSPECTION SHEETS REFLECTING VARIABLE DATA FOR 100% OF THE PARTS.
9. SOURCE INSPECTION IS REQUIRED PRIOR TO SHIPMENT FROM YOUR FACILITY. CONTACT NEWARK WIRE CLOTH PURCHASING DEPARTMENT TO MAKE ARRANGEMENTS FOR SOURCE INSPECTION PRIOR TO SHIPMENT.
10. PACKING SLIP: UNLESS OTHERWISE AGREED BETWEEN THE BUYER AND SELLER, SELLER SHALL INCLUDE AN ITEMIZED PACKING SLIP WITH ALL SHIPMENTS WHICH WILL ADEQUATELY IDENTIFY THE GOODS SHIPPED, INCLUDING PART NUMBER, PURCHASE ORDER NUMBER OR APPLICABLE RELEASE NUMBER.
11. CHANGES: BUYER (THROUGH ITS AUTHORIZED PURCHASING PERSONNEL ONLY) SHALL HAVE THE RIGHT TO AT ANY TIME PRIOR TO DELIVERY DATE OF THE GOODS TO MAKE CHANGES INCLUDING, BUT NOT LIMITED TO DRAWINGS, DESIGNS, SPECIFICATIONS IF THE GOODS ARE MANUFACTURED TO BUYER'S DRAWINGS, DESIGN AND OR SPECIFICATIONS; OR IN PACKAGING, QUANTITY, TIME OR PLACE OF DELIVERY, AND METHOD OF TRANSPORTATION. IF ANY SUCH CHANGES CAUSE AND INCREASE OR DECREASE IN THE COST OR TIME REQUIRED, AN EQUITABLE ADJUSTMENT SHALL BE MADE AND THIS RELEASE SHALL BE MODIFIED IN WRITING ACCORDINGLY.
12. SUBCONTRACTING: IN THE EVENT SELLER MUST CONTRACT WITH A THIRD PARTY IN ORDER TO FULFILL THIS ORDER, SELLER AGREES TO ENTER INTO A WRITTEN AGREEMENT WITH THAT THIRD PARTY THAT OBLIGATES IT TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS ORDER INCLUDING ALL GOVERNMENT REGULATIONS THAT MAY BE APPLICABLE.
13. PROPRIETARY INFORMATION: ALL WRITTEN INFORMATION OBTAINED BY SELLER FROM BUYER IN CONNECTION WITH THIS RELEASE, WHICH IS MARKED WITH A RESTRICTIVE LEGEND OR NOTICE OR IS OTHERWISE IDENTIFIED BY THE BUYER AS ITS PROPRIETARY INFORMATION, IS RECEIVED IN CONFIDENCE AND SHALL REMAIN THE PROPERTY OF THE BUYER, AND SHALL BE USED AND DISCLOSED BY THE SELLER ONLY TO THE EXTENT NECESSARY FOR THE PERFORMANCE OF THIS RELEASE. SELLER SHALL KEEP CONFIDENTIAL THE FEATURES OF ANY EQUIPMENT, INCLUDING BUT NOT LIMITED TO, MATERIAL, SAMPLES, TOOLS, FIXTURES, OR ANY OTHER ITEMS FURNISHED BY THE BUYER.
14. HAZARDOUS MATERIALS: IF THE PRODUCTS OR MATERIALS TO BE SHIPPED HAVE BEEN CLASSIFIED AS HAZARDOUS MATERIALS BY THE U. S. GOVERNMENT OR ANY STATE OR LOCAL GOVERNMENT, SELLER WARRANTS THAT THE PRODUCT SHALL BE PACKAGED, MARKED, LABELED AND TRANSPORTED IN FULL COMPLIANCE WITH APPLICABLE LAWS. SELLER SHALL HOLD HARMLESS AND INDEMNIFY BUYER FOR SELLER'S FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS PROVISION.

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15. **COMPLIANCE WITH LAWS: SELLER REPRESENTS AND CERTIFIES TO BUYER THAT IN FILLING THIS ORDER, SELLER WILL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS.**
16. **WARRANTY: SELLER WARRANTS THAT ALL GOODS PURCHASED HEREUNDER SHALL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND IN CONFORMITY WITH AGREED SPECIFICATONS. SELLER AGREES TO REPAIR OR REPLACE AT ITS EXPENSE ALL GOODS FOUND TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP OR NOT IN CONFORMITY WITH AGREED SPECIFICATIONS; PROVIDED HOWEVER , IN LIEU OF SELLER'S OBLIGATIONS FOR REPAIR OR REPLACEMENT, PURCHASER SHALL HAVE THE OPTION TO RETURN SUCH DEFECTIVE GOODS FOR FULL CREDIT, INCLUDING TRANSPORTATION, LABOR AND MATERIAL COSTS.**
17. **BUYER'S PROPERTY IN SELLER'S POSSESSION: ALL TOOLS, SPECIAL DIES, MOLDS, PATTERNS, JIGS AND ANY OTHER PROPERTY FURNISHED TO THE VENDOR BY THE BUYER OR SPECIFICALLY PAID FOR BY THE BUYER FOR USE IN THE PERFORMANCE OF THIS ORDER SHALL BE AND REMAIN THE PROPERTY OF THE BUYER; SHALL BE SUBJECT TO REMOVAL AT ANY TIME UPON THE BUYER'S DEMAND; SHALL BE USED ONLY IN FILLING ORDERS FOR THE BUYER; SHALL BE MAINTAINED IN GOOD ORDER AND CONDITION AND SHALL BE CLEARLY IDENTIFIED AS THE PROPERTY OF THE BUYER. THE VENDOR ASSUMES ALL LIABILITY FOR LOSS OR DAMAGE TO SUCH PROPERTY.**