

SECO SEALS INC.

A-8.4.3-F
8/26/20

Purchase Order Terms and Conditions

1. ACCEPTANCE AND MODIFICATION: THIS CONTRACT SHALL CONSTITUTE THE WHOLE CONTRACT BETWEEN SECO SEALS INC. AND THE VENDOR.
2. APPROVALS: THE SUPPLIER SHALL OBTAIN APPROVAL OF THE FOLLOWING FOR SUBCONTRACTED PRODUCT: THE PRODUCT, SERVICE, METHODS, PROCESSES, EQUIPMENT AND THE RELEASE OF PRODUCT AND SERVICE.
3. COMPETENCE: THE SUPPLIER SHALL ASSURE THE COMPETENCE OF ITS PERSONNEL, INCLUDING ANY REQUIRED QUALIFICATIONS OF PERSONNEL SPECIFIED ON THE PURCHASE ORDER.
4. INTERACTIONS: THE SUPPLIER SHALL INTERACT WITH THE MANAGEMENT OF SECO SEALS, INC. ONLY.
5. CONTROL AND MONITORING: THE SUPPLIER SHALL BE MONITORED BY SECO SEALS, INC. FOR THE FOLLOWING GOALS OF QUALITY AND DELIVERY: < 5 NONCONFORMANCE REPORTS PER QUARTER AND > 95% ON TIME DELIVERY PER QUARTER.
6. VERIFICATION AND VALIDATION: WHEN REQUIRED, THE VERIFICATION OR VALIDATION ACTIVITIES SECO SEALS, INC. OR ITS CUSTOMER INTENDS TO PERFORM AT THE SUPPLIERS PREMISES WILL BE SPECIFIED ON THE PURCHASE ORDER.
7. DESIGN AND DEVELOPMENT CONTROL: WHEN APPLICABLE, THE SUPPLIER SHALL COMPLY WITH CLAUSE 8.3 OF AS9100 LATEST REVISION.
8. SPECIAL REQUIREMENTS, CRITICAL ITEMS OR KEY CHARACTERISTICS: IF APPLICABLE, THE SUPPLIER SHALL ASSURE ALL SPECIFIED SPECIAL REQUIREMENTS, CRITICAL ITEMS OR KEY CHARACTERISTICS ARE MET.
9. TEST, INSPECTION AND VERIFICATION: FOR SUBCONTRACTED PRODUCT, THE SUPPLIER SHALL PERFORM SPECIFIED TESTS, INSPECTIONS AND VERIFICATIONS.
10. STATISTICAL TECHNIQUES: FOR SUBCONTRACTED PRODUCT, THE SUPPLIER SHALL PERFORM SPECIFIED STATISTICAL TECHNIQUES FOR PRODUCT ACCEPTANCE AND RELATED INSTRUCTIONS FOR ACCEPTANCE.
11. QUALITY MANAGEMENT SYSTEM IMPLEMENTATION: MANUFACTURERS AND OUTSIDE PROCESS SERVICE SUPPLIERS SHALL IMPLEMENT QUALITY MANAGEMENT SYSTEMS.
12. CUSTOMER DESIGNATED OR APPROVED SUPPLIERS: THE SUPPLIER SHALL UTILIZE SPECIFIED CUSTOMER DESIGNATED OR APPROVED SUPPLIERS INCLUDING PROCESS SUPPLIERS (E.G. SPECIAL PROCESSES).
13. NONCONFORMING PRODUCT: THE SUPPLIER SHALL NOTIFY SECO SEALS INC. OF NONCONFORMING PRODUCT AND OBTAIN APPROVAL FROM SECO SEALS INC. OF NONCONFORMING PRODUCT DISPOSITIONS.
14. COUNTERFEIT PARTS: THE SUPPLIER SHALL PREVENT THE USE OF COUNTERFEIT PARTS.
15. CHANGES: THE SUPPLIER SHALL NOTIFY AND OBTAIN APPROVALS FROM SECO SEALS INC., WHEN APPLICABLE, OF ANY CHANGES IN PRODUCT AND/OR PROCESS, CHANGES IN SUPPLIERS AND CHANGES OF MANUFACTURING FACILITY LOCATION.
16. SUPPLIER REQUIREMENTS FLOW DOWN: THE SUPPLIER SHALL FLOW DOWN TO THE SUPPLY CHAIN THE APPLICABLE REQUIREMENTS INCLUDING CUSTOMER REQUIREMENTS.
17. TEST SPECIMENS: THE SUPPLIER SHALL PROVIDE SPECIFIED TEST SPECIMENS FOR DESIGN APPROVAL, INSPECTION/VERIFICATION, INVESTIGATION OR AUDITING.

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18. RECORD RETENTION: THE SUPPLIER SHALL MAINTAIN PRODUCT MANUFACTURING, INSPECTION AND TEST RECORDS, AS APPLICABLE FOR A MINIMUM OF SEVEN (7) YEARS AND NOTIFY SECO SEALS INC. FOR DISPOSITION.
19. PERSONNEL AWARENESS: THE SUPPLIER SHALL ENSURE THAT PERSONNEL ARE AWARE OF: THEIR CONTRIBUTIONS TO PRODUCT OR SERVICE CONFORMITY; THEIR CONTRIBUTION TO PRODUCT SAFETY AND THE IMPORTANCE OF ETHICAL BEHAVIOR.
20. RIGHT OF ACCESS: SECO SEALS INC., A CUSTOMER OR A REGULATORY AUTHORITY SHALL HAVE THE RIGHT OF ACCESS TO APPLICABLE AREAS OF ALL FACILITIES, AT ANY LEVEL OF THE SUPPLY CHAIN, INVOLVED IN THE ORDER AND TO ALL APPLICABLE RECORDS. TO VERIFY THAT THE SUBCONTRACTED PRODUCT CONFORMS TO SPECIFIED REQUIREMENTS, THE VENDOR SHALL PROVIDE ACCESS TO ALL REASONABLE FACILITIES AND PROVIDE ASSISTANCE FOR THE SAFETY AND CONVENIENCE OF THE INSPECTORS IN THE PERFORMANCE OF THEIR DUTIES, WITHOUT ADDITIONAL COST, IN ORDER TO COMPLY WITH ANY AND ALL PROVISIONS OF QUALITY STANDARDS ISO 9001 AND AS9100.
21. PRICES AND DEDUCTIONS: THE PRICE SHALL BE THE AMOUNT ON THE PURCHASE ORDER MINUS DEDUCTIONS. THE VENDOR WARRANTS THAT THE PRICE QUOTED IS COMPLETE.
22. SHIPPING AND PACKING: VENDOR WARRANTS THAT THE PARTS SHALL BE SUITABLY PACKED FOR SHIPPING.
23. DELIVERIES: SHIPPING SHALL BE F.O.B. VENDOR'S PLANT VIA UPS GROUND.
24. RISK OF LOSS: ALL RISK OF LOSS DURING SHIPMENT SHALL BE SOLE RESPONSIBILITY OF VENDOR.
25. GOVERNING LAW: THIS AGREEMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.
26. CERTIFICATE OF CONFORMANCE: THE SUPPLIER SHALL PROVIDE A CERTIFICATE OF CONFORMANCE WITH ALL SHIPMENTS.
27. PRODUCT IDENTIFICATION AND TRACEABILITY: WHERE APPLICABLE, THE SUPPLIER IS REQUIRED TO INDICATE THE LOT CODE, BATCH NUMBER AND COMPANY PART NUMBER.
28. TOOLING: WHERE APPLICABLE, THE SUPPLIER WILL MAINTAIN AND CONTROL TOOLING.
29. RAW MATERIAL CERTIFICATES: THE SUPPLIER SHALL PROVIDE CHEMICAL AND PHYSICAL CERTIFICATES FOR ALL RAW MATERIAL.
30. RECEIVING INSPECTION: IF RAW MATERIAL IS DROP SHIPPED TO THE SUPPLIER FROM A SECO SEALS INC. VENDOR, THE SUPPLIER SHALL PERFORM RECEIVING INSPECTION TO INCLUDE VERIFICATION OF THE RAW MATERIAL IDENTIFICATION, COUNT, DAMAGE AND MATERIAL/CHEMICAL CERTIFICATES.