



## **Purchase Order Terms & Conditions**

### **I. Complete Agreement:**

The terms and conditions of this purchase order set forth the entire agreement between the parties hereto and supersede all previous communications, proposals, representations or agreements, whether written or oral. No agreement or understanding which varies or extend the terms or conditions of this purchase order will be binding unless issued in writing by the Buyer or a duly assigned officer or representative of Baron Machine Company. No conditions stated by the Seller in its acknowledgment of this order shall be binding upon the Buyer if in conflict with, inconsistent with, or in addition to the terms and conditions stated herein. Any such conditions, if not agreed to by the Buyer through a subsequent purchase order amendment, have been rejected by the Buyer.

### **II. Subcontracting / Assignment:**

Seller agrees that it will not enter into a subcontract or purchase order for the procurement of the items covered by this order in completed or substantially completed form, and the monies due there under shall not be assigned, nor any part thereof, without securing the written approval of the Buyer

### **III. Compliance:**

Seller will comply with all applicable federal, state, and local laws, orders, regulations and ordinances in performance of this purchase order. Seller covenants and agrees to save and hold Buyer harmless from and reimburse same or any, and all costs, damages, and expenses, including reasonable attorney's fees, suffered or occasioned to the Buyer through any failure of Seller to comply with such laws, orders, regulations, and ordinances, including the supply of counterfeit materials, parts and or products. Seller shall prevent the use of counterfeit parts. A counterfeit part is a copy or a substitute part without the legal right or authority to use; or a part whose material, performance, or characteristics are knowingly misrepresented by the supplier. Seller shall be aware of and responsible for their contributions to product or service conformity and safety. Seller is responsible for understanding that the materials and processes that they perform can have an effect on the form, fit, function and safety of the finished saleable product. Seller shall willingly notify Baron Machine Company of any non-conformances.

### **IV. Warranty:**

Seller expressly warrants that all articles ordered to specifications, drawings, or other descriptions furnished by the Buyer will conform thereto, and that all articles will be good quality and workmanship, are not counterfeit parts, and are free of defect. Any non-conforming articles due to unacceptable workmanship on the part of the supplier and or suspect (counterfeit) material, parts, and or product shall be removed at the expense of the supplier, including transportation both ways. The Seller shall bear all risk of loss or damage to rejected articles. In addition to their right of rejection, and without limitation to any other remedy, Baron Machine Company may require prompt repair and/or replacement of rejected articles or elect to retain them and remedy any defects. Cost of remedying such defects shall be deducted from the amount due to the supplier.



**V. Addenda:**

All supplemental sheets, schedules, exhibits, specifications, drawings, data, or riders, which may be annexed hereto, are made part of this order, and Seller agrees by acceptance that all such information has been available and that it will be Seller to perform all work called for in the completion of this order.

**VI. Changes:**

Buyer may at any time, by written amendment, make changes in the drawings, specifications, or other description furnished, quantity of product ordered, delivery schedule, or any other element of this purchase order. If any such changes cause an increase or decrease in purchase order value, or in time required for performance, an equitable adjustment shall be made and this purchase order shall be modified in writing. Any claim for adjustment under this provision must be submitted in writing within 30 days from the date the changed is ordered. No modification of this order shall be binding on the Buyer unless made by a formal purchase order amendment, signed by the Buyer or a duly authorized representative.

**VII. Quality System:**

Suppliers shall maintain a quality system acceptable to Baron Machine Company. The quality system, and all materials and workmanship shall at Baron Machine Company's discretion, be subject to survey, source inspection and test by Baron Machine Company or Baron Machine Company's customers at any reasonable time in the supplier's facility. All material shall be subjected to incoming inspection/verification with any associated documentation for traceability and verification of the authenticity of the material. All parts, product will also be subject to final inspection at Baron Machine Company's facility for conformance with requirements, product safety and authenticity. Supplier shall promptly notify Baron Machine Company's Authorized Buyer and Quality Manager in writing of any intended or actual major change to its Quality Management System that may affect the conformity of its goods or services and such changes are subject to review by Baron Machine Company. Suppliers shall be notified via corrective action when their combined delivery and non-conformance performance falls below an annual score of 75%, or in the event of a major nonconformance that arises with the quality of the product.

**VIII. Responsibility:**

Seller, while in possession of property of the Buyer, or the Buyer's customer shall be liable for its loss or damage except for reasonable wear and tear and/or normal manufacturing losses. Seller shall maintain such property, in good condition, and dispose of same as instructed by the Buyer at the completion on this order.

**IX. Drawings, Specifications, Technical Information:**

All drawings, specifications, and materials, including data, designs, inventions, CNC programs, tooling/fixtures, and other technical information, supplied by Baron Machine Company in connection herewith (hereinafter called "data") shall remain the property of and shall be held in confidence by the supplier. Except in the performance of this order, such data shall not be reproduced, used and/or disclosed to others by the supplier, including any government, person, or firm without Baron Machine Company written consent.



**X. Record Retention:**

The supplier is required to retain Baron Machine records for 10 years. In the event the supplier is unable to meet this retention requirement, the Baron Machine buyer must be contacted so that arrangements can be made for archiving supplier quality records at Baron Machine.

**XI. Right of Entry:**

Supplier affirms that Baron Machine personnel, customers and regulatory authorities involved in this Purchase Order have access to supplier facilities and records for the purpose of conducting routine and non-routine surveillance activities to ensure compliance with all applicable drawings, specifications, requirements and regulations.

**XII. Materials:**

If Purchaser furnishes materials, supplier shall return to Purchaser all unused or scrap materials unless otherwise directed, in writing, by the Purchaser. Upon delivery to Baron Machine Company, the full quantity of consigned materials shall be noted on the packing slip with the condition of the part either non-conforming for evaluation by Baron Machine Company or scrap. In either condition the parts must be tagged. The supplier is required to maintain accountability for all parts produced in a given batch. Additionally, the supplier is required to maintain traceability of each manufacturing lot to its raw material heat number. Mixing materials and parts from different heat lots is strictly prohibited.

**XIII. Law Governing:**

This purchase order is to be governed by and construed according to the laws of the State of New Hampshire.

**XIV. Delivery:**

Seller must receive written approval from the Buyer to ship any items more than 15 days in advance of the delivery dates set forth in this purchase order. Items received without such approval are subject to rejection and Seller will be responsible for all freight expense, or Seller invoice will be paid in the accordance with the terms of the purchase order and original delivery date. Failure to deliver per the Purchase Order delivery date on a constant basis, may lead to being disapproval as a qualified supplier.

**XV. Payments:**

Terms of any payment provided for this order, and all discounts related thereto, shall be calculated from 1) the dates items are received; 2) the dates items are scheduled to be received; 3) the date an acceptable invoice is received, whichever is later.

**XVI. Termination:**

Baron Machine Company reserve the right to terminate this purchase order or any part thereof, at any time at no cost to Baron Machine Company whenever: 1) the vendor does not maintain acceptable quality, timely progress, and/or delivery schedule; 2) the Purchaser and/or Customer or intimate Purchaser request the termination of this order while or in part. Such termination shall state the effective date of the termination, upon which the buyer and Seller will negotiate a fair compensation to the Seller for materials and/or services rendered prior to termination.



**XVII. Non-Waver by Buyer:**

The failure of the Buyer to insist, in anyone or more instances, upon strict conformance to any of the terms and conditions, or supplemental clauses of this purchase order, will not waive or relinquish to any extent Buyers right to assert and enforce such terms and conditions or supplemental clauses, in whole or in part, on any future occasion.

**XVIII. Nondiscrimination:**

The Equal Opportunity Clause Section 202, paragraphs 1 through 7 of Executive Order 11246, as amended; 38 USC 4212 of the Vietnam Era Re-adjustment Assistance Act of 1974, and Section 503 of the Rehabilitation Act of 1973 relative to equal opportunity and implementing rules of the office of Federal Contract Compliance Programs are incorporated herein by specific reference. .