



Precision Metal Manufacturing

Terms and Conditions

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1. **Raw Material**

One certification report copy shall support all raw materials on this P.O. for both the chemical test report, physical test report, and traceability to the original manufacturer. Each report shall list the following:

- a) Material specification and revision
- b) Heat number and supplier
- c) Results of any chemical analysis and physical tests
- d) PMM's, part number, P.O. number and quantity
- e) Note: Use raw material from a domestic source otherwise noted.

2. **Test Report**

The supplier shall include with shipment one copy of the test results and/or inspection data required by purchase order.

3. **Process Certifications (Supplier Performed)**

One copy of reports of all special processes and inspection verification results shall be furnished with each shipment of processed product if required by P.O.

4. **Certification of Conformance**

One copy of the C. of C. shall be included with each shipment of product if required by PMM P.O.

5. **First Article Inspection**

Inspection of a First Article product, in accordance with AS9102, manufactured to satisfy this purchase order must be submitted to our Quality department prior to the start of production. Notify PMM's Q.A. department at (303)-853-8424 Ext. 221.

6. **Source Inspection**

PMM in-process or final source inspection of product, if required, will be performed at your facility by PMM QA.

7. **Change notification and approval**

PMM must be notified of any changes in product or process, changes of sub-tier suppliers, supplier/sub-tier manufacturing /process facility location, supplier management changes, and approval of changes must be obtained from PMM prior to manufacturing.

8. **Contract number**

The Prime Contract number listed on the PMM P.O. will be recorded on all subcontracts Po's. All items shown on this P.O., including all applicable records, are subject to surveillance and inspection at your facility, at the option of Government, regulatory agencies, and/or Customer Representative. PMM will provide sufficient notice to schedule surveillance.

9. **Inspection system**

Supplier shall maintain an inspection system in compliance with the current revision of ISO 9001, AS 9100, or equivalent, including record control.

10. **Calibration system**

Supplier shall provide and maintain a calibration system in compliance with AS9100D clause 7.1.5, or equivalent.

11. **Personnel**

Supplier shall ensure personnel performing work:

- a) Are qualified and competent
- b) Conform to International Traffic in Arms Regulations (ITAR) requirements, if applicable to P.O.
- c) Are aware of:
 - their contribution to product conformity
 - their contribution to product safety
 - the importance of ethical behavior

12. **Notification of nonconformance**

All non-conformances or any rework to meet requirements must be reported to PMM on suppliers' nonconformance document or via email for dispositional approval.

13. **Special process control**

PMM customer approved sources required. Only sources approved by PMM customers may be used to satisfy this P.O. flow-down requirement.

14. **Customer/Government source**

PMM Customer and/or Government source inspection/verification is required at your facility. Customer may still reject subsequent delivered product.



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15. Flow down to sub-tier suppliers

All PMM requirements including PMM customer requirements & key characteristics must be part of the flow down requirement to sub-tier suppliers and as needed sub-tiers may be subject to PMM approval.

16. Right of Access by the Purchaser

PMM, our customers and any regulatory authorities must be permitted access to all facilities, and at any level of the supply chain, involved in the order and all applicable records.

17. Records Retention

All records involved in the order must be available to PMM, our customers and any regulatory authorities for a period of 10 years unless specified on purchase order.

A. EXCLUSIVE, EXPRESS WARRANTY: Precision Metal Manufacturing, Inc. warrants, to the original purchaser, that any standard product it manufactures is free from defects in materials and workmanship. The duration of this warranty is 6 months from the date of shipment. In the event that the purchaser discovers the products to be defective in materials or workmanship it must notify Precision Metal Manufacturing in writing within 14 days and under no circumstances more than 14 days after the end of the 6-month warranty period. After notification in writing Precision Metal Manufacturing, at its sole discretion, will correct any defect in materials or workmanship by repair or replacement of the defective product or refund the purchase price of the defective product. These remedies are the exclusive remedies for the breach of the foregoing warranty. This warranty covers only such products that are manufactured by Precision Metal Manufacturing and does not extend to such products used as component parts in equipment. Precision Metal Manufacturing specifically excludes all other warranties whether expressed or implied. This warranty is void for products which operate under other than design load ratings and operating conditions.

B. WARRANTY AND LIABILITY DISCLAIMER: Precision Metal Manufacturing, Inc.'s liability shall in no case exceed the purchase price of the product or products which gave rise to the claim. Expenses and delays associated with the removal of any defective product shall be borne by the Purchaser. Precision Metal Manufacturing hereby disclaims any liability for injuries which may result from the use of our products contrary to our instructions. We specifically exclude any and all warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PRECISION METAL MANUFACTURING SHALL NOT BE LIABLE IN ANY EVENT FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES. There is no liability, expressed or implied, on the structural soundness or design of equipment not supplied by Precision Metal Manufacturing, Inc.

C. RETURNS: Precision Metal Manufactured products may not be returned without prior written authorization and must be accompanied by an assigned Return Material Authorization (RMA) number. Products returned without prior written authorization and not clearly marked with our assigned RMA number will not be accepted. If requested by Precision Metal Manufacturing products shall be returned prepaid. Expenses which result from the return of goods must be borne by the Purchaser.

D. SHIPPING: All shipments will be shipped F.O.B. Northglenn, Colorado, freight collect unless other arrangements have been made in advance of the order and are confirmed in writing. Precision Metal Manufacturing's responsibility for damage or loss ceases after delivery to the freight carrier of the goods. All claims for merchandise lost or damaged must be handled by the Purchaser. Precision Metal Manufacturing will make every attempt to accommodate shipping instructions provided by the Purchaser provided they do not conflict with any of the terms and conditions set herein. Requests for specific methods of transportation must be made at the time of order placement. Under no circumstances will Precision Metal Manufacturing accept responsibility nor may it be held responsible for additional charges which may result from failure to accommodate specific shipping instructions.

E. CANCELLATION: Cancellation requests from the Purchaser require the written consent of Precision Metal Manufacturing. The Purchaser shall be liable for reasonable costs and expenses incurred by Precision Metal Manufacturing prior to notice of cancellation. This amount shall not be less than 20% of the value of the goods ordered and not less than \$25.00.

F. VENUE: Purchaser agrees that any claim, dispute or controversy arising out of or relating to this transaction shall be made or brought solely and exclusively in the state or federal court having jurisdiction over Northglenn, Colorado, which is in Adams County, Colorado. Purchaser hereby consents to personal jurisdiction in said forum.

G. STANDARD CONDITIONS OF SALE AND ORDER ACCEPTANCE: Purchaser assents to the terms and conditions contained herein and acceptance of this order is expressly limited to same. Any additional terms and conditions, including those contained in the buyer's purchase order or order acceptance will not be binding upon Precision Metal Manufacturing unless such terms and conditions are specifically agreed to in writing by an authorized representative of the seller. All past due accounts shall be assessed a service charge equivalent to 1-1/2% per month (18% annual rate). In the event that Precision Metal Manufacturing hires an attorney to assert any of its rights or defenses in connection herewith or to collect amounts due, Purchaser agrees to be responsible for all of Precision Metal Manufacturing's legal fees and expenses as well as costs of collection.

**F 12 Rev. G
Effective: 05/04/2018**

11060 Irma Drive

Northglenn, CO. 80233