

PURCHASE ORDER TERM AND CONDITIONS

Form Date 05/24/17



SCOPE

These requirements are in addition to those set forth in any other contractual document.

APPLICABILITY

This specification shall apply to all supplies and services. The requirements of this document shall be satisfied in addition to all detail requirements contained in any other portions of the contract or purchase order. Meeting the requirements contained herein is a requirement for remaining on the contracted Nobert Plating approved supplier list. The supplier is responsible for furnishing articles, which meet all requirements of the contract or purchase order. Should any inconsistency occur between this specification and any other contractual document, the supplier shall be responsible for bringing this to the attention of Nobert Plating Co. for resolution.

FLOWDOWN

There shall be a flow-down of the quality requirements of this contract to any subcontractor used in the performance of this contract.

SUPPLIER RESPONSIBILITY

The supplier shall establish and maintain a system for the control of quality that complies with the requirements of MIL-Q-9858, AS9001, or ISO 9001. This system shall be subject to Nobert Plating approval and shall include, but not be limited to, the following provisions:

The Quality Assurance manager at Nobert Plating shall be notified, in writing, when any changes are made to the quality control system that may affect product quality.

The quality system shall be maintained so as to assure that all supplies and services offered for acceptance are subjected to all of the examinations and tests required to prove conformance to contract or purchase order requirements ensuring that persons are aware of: product or service conformity, product safety, and ethical behavior.

DOCUMENTS, RECORDS AND CORRECTIVE ACTION

Records

The supplier shall maintain adequate records of all manufacturing, inspections and tests. The records shall indicate the nature and number of observations made, the number and type of deficiencies found, the quantities approved and rejected and the nature of corrective action taken. These records shall be available, and copies of individual records furnished upon request, to Nobert Plating representatives. Records shall be kept for a minimum period of seven (7) years, (unless otherwise specified on Purchase Order, which may require a record retention time of greater than 7 years), after final payment for supplies or services. If the supplier, for whatever reason, closes as a business, ceases to operate and or production is down for any reason (natural disaster, etc.), the supplier shall provide a copy of all original certificates of analysis for product purchased to Nobert Plating Co.

Corrective Action

The supplier shall take prompt action to correct assignable conditions which have resulted, or could result in, non-conforming products or services being offered to Nobert Plating for acceptance which do not conform to any of the following:

- (1) The quality assurance provisions of the item specification
- (2) Inspections and tests required by the contract or purchase order, and
- (3) Other inspections and tests required to substantiate product conformance. Discrepant material delivered under contract to Nobert Plating facilities or our customers will be held for up to ten days pending supplier's disposition instructions. After this time, the material will be returned to the supplier at the supplier's expense.

GOVERNMENT/NOBERT PLATING CO. EVALUATION

Nobert Plating and their Customers, including the government reserve the right to conduct inspection and/or surveillance of the supplier system, procedures, facilities and products. The government has the right to inspect any or all of the work included in this order at the supplier's facility. The supplier shall, provide all necessary facilities, equipment, documentation and personnel required to perform any inspection at no additional cost to Nobert Plating.

Counterfeit Part 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 the Supplies supplied to the Purchaser.

REFERENCED DATA

All documents and referenced data for purchases applying to the contract or purchase order shall be available for review by the Government or Nobert Plating representative to determine compliance with the requirements for the control of such purchases.

RECEIVING INSPECTION

Subcontracted or purchased supplies will be subject to inspection at destination, as necessary to assure conformance to contract or purchase order requirements. Acceptance of order at destination, does not relieve the supplier of any responsibility regarding non-conformances.

NON-CONFORMING MATERIAL

The supplier shall establish and maintain an effective and positive system for controlling non-conforming material, including procedures for the identification, segregation, presentation and disposition of reworked or repaired supplies. Repair of non-conforming supplies is the prerogative of and shall be as prescribed by Nobert Plating. All non-conforming supplies shall be positively identified to prevent use, shipment and intermingling with conforming supplies.

Deviation Requests

Requests for deviation from the requirements of the contract or purchase order shall be submitted to and approved by Nobert Plating prior to shipment. Product / process accepted on a deviation request by Nobert Plating will be shipped with all certifications and shippers referencing the nonconformance.

Authorization to ship discrepant or substitute material must be obtained in writing prior to shipment. Discrepant material shipped without approval will not be accepted.

PREPARATION FOR SHIPMENT

The supplier's quality control system shall assure that the quality of supplies is protected preserved and packaged during shipment in accordance with best commercial practices unless otherwise specified on the purchase order or contract for manufacture.