

FM-300-06	Purchase Order Terms & Conditions		
Issued by: Jeff Rybolt		Status: Approved	Rev. B
Approved: 3/29/2023 2:18 PM - Amy Wortman - Director of Business Operations		Approved: 3/23/2023 11:51 AM - Jeff Rybolt, Quality Manager	

PURCHASE ORDER TERMS & CONDITIONS

1. **ORDERS AND CHANGE ORDERS:** These Terms & Conditions shall be part of each order Wolf Technical Services Inc., hereafter referred to as 'Buyer', may issue to Seller. The order is Buyer's offer to Seller and is limited to the terms stated therein, without addition, deletion, or substitution. Each order shall contain a description of the product or service being purchased and identify by part number, specifications, drawing, price, quantity and/or delivery schedule and place of delivery. Orders and change orders must be signed by authorized Buyer representative and acknowledged by Seller. Initiation of work constitutes acceptance by the Seller of Buyer's order as written.
2. **ACCEPTANCE:** Seller has read and understands this order and agrees that Seller's written acceptance or commencement of any work or service under this order shall constitute Seller's acceptance of these terms and conditions only. Seller's acceptance is limited to acceptance of Buyer's terms. All terms and conditions proposed by Seller which are different from or in addition to this order are unacceptable to Buyer, and shall not become part of this order.
3. **SCHEDULE:** Seller shall strictly adhere to the shipment or delivery schedules specified in this Contract. In the event of any anticipated or actual delay, Seller shall: (i) promptly notify Buyer in writing of the reasons for the delay and the actions being taken to overcome or minimize the delay; (ii) provide Buyer with a written recovery schedule; and (iii) if requested by Buyer, ship via air or other expedited routing, at no additional cost to Buyer, to avoid or minimize delay to the maximum extent possible. Seller shall not deliver Product more than two (2) weeks prior to the scheduled delivery dates unless authorized in writing by Buyer's Authorized Procurement Representative.
4. **STOP WORK/TERMINATION FOR CONVENIENCE:** Buyer may Terminate or Stop Work on an order or change order. In the event that Buyer must terminate or stop work, written notice shall be provided to Seller. Upon receipt of notice Seller shall immediately cease all work on the order and protect Buyer.
5. **PACKING & SHIPPING:** Seller shall pack the Product to prevent damage and deterioration. Unless this Contract specifies otherwise, the price set forth in the Purchase Contract (the "Contract Price") includes shipping charges for Product sold F.O.B. destination.
6. **WARRANTY:** Seller warrants that all products or services delivered will be free from defects in design (if applicable), material and workmanship for one year; will conform to the applicable descriptions, specifications, part numbers, drawings and revisions noted in the order; and are suitable for the purpose intended.
7. **QUALITY MANAGEMENT SYSTEM:** Sellers providing subcontracted services to Buyer shall implement and maintain a quality management system certified to ISO9001 or equivalent. Any changes to the approval basis of the Seller's management system shall be communicated to Buyer.
8. **NONCONFORMANCE:** In the event of any nonconformance on Buyer designed product or during a service provision of Buyer provided product, the Seller shall notify Buyer in writing and obtain written concessions/disposition from Buyer prior to delivery. If suspect/nonconforming product is delivered to Buyer, the Seller shall immediately notify Buyer in writing and follow-up with a documented corrective action. Buyer may at its option and at Seller's expense (i) require Seller to promptly correct or replace the product; (ii) return the product for credit or refund; (iii) correct the product itself; or (iv) obtain replacement product from another source. Return to Seller of defective or non-conforming product and redelivery to Buyer of corrected or replaced product shall be at Seller's expense.
9. **INSPECTION/OBSERVATION:** The Seller shall grant the right to inspect and observe the performance as it applies to the product or service being ordered. These inspections and observations shall not be used by the Seller as evidence of product quality.
10. **ASSIGNMENT/OUTSOURCING:** The order may not be assigned or outsourced by the Seller without the written consent of Buyer's authorized personnel. Buyer must approve all sub-tier suppliers prior to assignment.
11. **ACCESS RIGHTS:** Acceptance of Buyer's purchase order for aerospace, aviation, defense, or medical device product or service signifies agreement for access rights to Seller's or any supply chain facility by Buyer, their Customer and/or the pertinent Government/Regulatory Agency when requested to review quality system, records, and facility areas related to the product or service provided.
12. **PRODUCT/PROCESS CHANGES:** Seller shall not make changes to aerospace, aviation, defense, or medical device product/process definition, parameters, specifications, facility location and/or supply chain without written notification to Buyer. Authorized Buyer Quality or Engineering representative must provide written authorization or First Article Approval for product/process change.
13. **PRODUCT/PROCESS CERTIFICATIONS & REPORTS:** When certifications or inspection reports for the product or process supplied by Seller are required via Buyer purchase order, the information within the certifications or inspection reports shall include positive identification/traceability. This can include part number, part description, and lot/serial/batch number. Certifications and inspection reports shall also include drawing revision, process description, specifications, and test/inspection results when applicable. If Seller is distributor of product, Seller shall provide the manufacturer's test certifications when certifications are required.
14. **COUNTERFEIT PARTS PREVENTION:** Seller shall prevent the supply of counterfeit/suspect counterfeit parts to Buyer for use or inclusion in aerospace, aviation, defense, or medical device product.

15. **FOREIGN OBJECT DETECTION:** Seller shall take steps to mitigate contamination by foreign objects throughout the manufacture, assembly, test, and shipping processes.
16. **RECORD RETENTION:** Seller shall retain documented information pertaining to this order for a period of ten (10) years, after which Seller may dispose of records per documented procedures or Buyer's instruction.
17. **PRODUCT SEGREGATION:** When product is identified by different part numbers, revisions and/or job/lot numbers to maintain traceability integrity, the Seller shall keep the product segregated as identified.
18. **NEW MATERIAL:** The Work to be delivered hereunder shall consist of new material, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety.
19. **FLOW-DOWN REQUIREMENTS:** Seller shall flow down all applicable requirements for the product/service, processes, and quality system to approved sub-tier suppliers on all Buyer's orders.
20. **PERSONNEL COMPETENCY & AWARENESS:** Seller's personnel competency or training records shall be made available for review as requested by Buyer. Personnel must be aware of their contribution to product/service conformity and product safety, plus the importance of ethical behavior.
21. **CALIBRATION:** Equipment/gages used to measure, monitor or test product, processes or equipment/gages for acceptance to requirements must be calibrated/verified and traceable to national standards (e.g., NIST). When Seller provides calibration services to Buyer, calibration certifications shall be provided per ISO17025 and/or the applicable standard.
22. **BUYER-SUPPLIED PROPERTY (BSP):** All tooling, fixtures, manufacturing aides, parts, and/or materials provided by the Buyer to the Seller shall be identified, protected, and maintained by the Seller while in its possession. If there is any damage, deterioration, wear, or other loss of value or use of any BSP while in the possession of the Seller, the Buyer shall be notified in a timely manner to make determination on any actions that may be needed.
23. **TERMINATION FOR DEFAULT:** If Seller is in default in carrying out any of its obligations under the terms of this order Buyer shall give Seller notice of such default and Seller shall have 10 calendar days to cure default.
24. **COMPLIANCE:** The Seller in performing this order is responsible for compliance with all applicable State & Federal, Provincial and Local laws & regulations applicable to the product or service provided.
25. **TRADE CONTROL COMPLIANCE:** Seller represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws. Seller shall timely inform Buyer of any actual or alleged violations of any applicable Trade Control Laws, and shall comply with reasonable requests from Buyer for information regarding any such violations.
26. **PRIORITY RATING:** If so identified, this Contract is a "rated order" certified for national defense, emergency preparedness, and energy program use, and Seller shall follow all the requirements of the Defense Priority and Allocation System Regulations (15 C.F.R. Part 700).
27. **BANKRUPTCY/INSOLVENCY:** In the event of any proceedings in bankruptcy or insolvency against the Seller, Buyer may cancel this order for default.
28. **INDEMNIFICATION:** The Seller shall hold Buyer harmless of any liability, cost, claims, damage, or expense by any alleged or actual property damage or personal injury arising out of, as a result, or in connection with the product delivered or work performed in this order due to any act or omission of Seller, its employees, agents or subcontractors.
29. **PUBLICITY:** Without Buyer's prior written approval, Seller shall not, and shall require that its subcontractors at any tier shall not, release any publicity, advertisement, news release or denial or confirmation of same regarding this Contract or the Product or program to which it pertains.
30. **PARTIAL INVALIDITY /WAIVER:** If any provision of the order, including these terms, becomes void or unenforceable, the other provisions shall remain valid and enforceable. Waiver of one or more provisions of these Terms & Conditions shall in no way act as a waiver of any other provision herein.
31. **STATE OF LAW:** The State of Indiana shall be the governing state for all law regarding the performance of this order and any matters pertaining to this order.
32. **ARBITRATION:** Any dispute that arises under or is related to this Contract that cannot be settled by mutual agreement of the Parties, it is agreed to attempt to settle all disputes through alternative dispute resolution techniques and use litigation as a last resort to settle any dispute, except in the case where circumstances dictate that litigation is necessary.
33. **ENTIRE AGREEMENT:** This order, including amendments and attachments, constitutes the entire agreement and understanding between the Seller and Buyer with respect to the product or services ordered.
34. **SEVERABILITY:** Each clause/article, paragraph and subparagraph of this Contract is severable, and if one or more of them are declared invalid, or unenforceable by a court of competent jurisdiction, those provisions will be enforced to the maximum extent permissible and the remaining provisions of this Contract will remain in full force and effect.
35. **ORDER OF PRECEDENCE:** In the event of conflicting requirements or statements related to this order, the parties agree that the order of precedence of the applicable requirements are as follows: 1. Modifications to the Buyer's Purchase Order; 2. The face of the Buyer's Purchase Order; 3. These Terms and Conditions and all Quality Codes (Q-Codes) referenced on the Purchase Order; 4. Drawings, models and specifications included in or referenced in the drawing.