



# Allstar Magnetics

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## **Purchasing Standard Terms and Conditions**

1. Our organization reserves the right of final approval of product, procedures, processes and equipment.
2. All special processes required by this PO must be performed by qualified personnel.
3. Our organization reserves the right to review and approve the Vendor's Quality Management System. Standard QMS Requirements Include:
  - a. Vendors providing special processing must maintain a system for validating processes.
  - b. Customer Directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer in question.
  - c. Suppliers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, etc) must notify our organization of any changes to that certification.
4. The Vendor shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
5. Our organization reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items including key characteristics.
6. Our organization reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.
7. The Vendor is required to:
  - a. Notify our organization of nonconforming product.
  - b. Obtain our organization approval for nonconforming product disposition.
  - c. Notify our organization of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations.
  - d. Flow down to the supply chain the applicable requirements including customer requirements.
8. The Vendor is required to supply product that is of current manufacture and specifications. However, if the item(s) are either obsolete or are about to become obsolete, Allstar Magnetics must be informed in writing. Where an alternative is offered, full specifications and test reports must be supplied to Allstar Magnetics if specified in writing.
9. The Vendor is required to retain all Records associated with the Purchase Order for 7 (seven) years or as required by contract.
10. Right of access by our organization, our customer and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.
11. All vendors providing Calibration Services must be Certified ISO17025 (or equivalent). All Calibration Certificates must identify standards used and must be traceable to NIST (National Institute of Standards Technology).
12. Seller shall provide a proper Bill of Lading signed by Carrier, or any other legally applicable documents providing title to the goods to Purchaser upon delivery, fully protecting all parties in case of damages in transit. All cost incurred due to improper packing will be paid by Seller.

13. Certification of Materials and/or Process performed must accompany materials/parts received. Invoice will be aged for payment based on date Certification(s) and product is received. Manufacturers shall provide a certificate of conformance with each shipment, which states that the product supplied meets all drawing, specification and purchase order requirements. The C of C shall reflect the part number(s) listed on Allstar Magnetics' purchase order, the production lot numbers, and shall be signed by an authorized supplier representative of the manufacturer.

14. Title and risk of loss to goods shall pass to Allstar Magnetics at the f.o.b. point specified in our Purchase Order.

15. Allstar Magnetics requires that suppliers' personnel are aware of their contribution to the product conformance and safety, and behaves in an ethical manner.

16. Counterfeit Product: All product provided to Buyer shall consist of new materials and authentic products only. Buyer must be contacted in the event that Vendor becomes aware of Counterfeit Product. Product will be considered Counterfeit if Purchase Order calls manufacturer name and required manufacturer is not supplied. In order to prevent and mitigate for Counterfeit product, all suppliers must be AS5553 and AS6174 or comparably compliant with a Counterfeit protection plan in place. A Counterfeit part is defined by Buyer as a part that is one or more of the following - an illegal or unauthorized copy or substitute of an original equipment manufacturers item; an item that does not contain the proper materials or components as required by the OEM specifications; an item that is used, refurbished or reclaimed and represented as new; an item that has/does not successfully pass all OEM testing requirements; or an item with labeling, marking or design (with or without intent) that could mislead one into believing an item is something that it is not.