



Arnold-Gonsalves Engineering Purchase Order Terms and Conditions

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The following Terms and Conditions shall be applicable for all **Arnold-Gonsalves Engineering (AGE)** Purchase Orders placed.

1. **ACCEPTANCE:** Commencement of performance pursuant to this purchase order constitutes acceptance hereof by Supplier. If delivery dates cannot be met, Supplier must inform AGE in writing not later than ten [10] business days from the date hereof Supplier's best possible delivery for acceptance.
2. **TIME OF DELIVERY:** AGE production of schedules are based upon delivery to AGE at specified location on Purchase Order, by the date specified on the face of the purchase order. If deliveries are not made at the time agreed upon, AGE reserves the right to cancel or purchase elsewhere and hold Supplier accountable therefor. Acceptance of late deliveries shall not be deemed a waiver of AGE loss or damage resulting therefrom, nor shall it act as a modification of Supplier's obligation to make further deliveries in accordance with the delivery schedule.
3. **PRICE; PAYMENTS:** The price of the products and/or materials is that specified on the front of this purchase order. Payment will be according to the terms specified on the front of the purchase orders.
4. **TAXES:** Except as may be otherwise provided in the purchase order, the contract price includes all applicable Federal, State and local taxes in effect on the date of this purchase order. In case of new taxes or increased rates on the repeal of taxes or the reduction of rates, the contract price shall be adjusted accordingly.
5. **PRODUCT CONFORMITY:** Supplier shall ensure product conformity by inspection and certification when required and shall ensure its employees are aware of their responsibility regarding product conformity. Supplier will notify AGE if shipped product is found to be nonconforming after delivery.
6. **PRODUCT INSPECTION:** Supplier shall provide inspection of critical items, key characteristics, and/or special requirements per the instructions provided with the order. Product will be tested, inspected, and verified, as required, adhering to any instruction for the use of statistical techniques and related instructions for acceptance. Supplier must provide test specimens if requested on the purchase order.
7. **PRODUCT SAFETY:** Supplier shall be held responsible for safe handling and preservation of AGE's product/materials and conduct appropriate methods safe handling for product during processing and transport.
8. **PACKING AND MARKING:** Supplier shall be responsible for safe and adequate packing of items. Supplier shall number all cases and packages and show the corresponding number on invoices. An itemized packing slip bearing the purchase order number shall accompany order. No extra charge for packing material will be made unless approved in the order.
9. **EVIDENCE OF SHIPMENT:** Supplier shall forward to AGE, with the invoice, the express receipt or bill of lading, signed by the carrier, evidencing the fact that shipment has been made.
10. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** Supplier shall comply with all applicable Federal, State and Local laws and ordinances, and all lawful orders, rules and regulations thereunder, including, but not limited to, the applicable provisions of the fair labor standards act of 1938 as amended (29 USC201-219), the occupational safety and health act (OSHA), the worker's compensation act, and all regulations and standards and any amendments issued pursuant thereto. Supplier warrants that the items delivered shall comply with the foregoing and agrees to indemnify AGE and their customers for any loss or damage caused by seller's noncompliance.
11. **MODIFICATION OF ORDER:** Purchase orders contain all the agreements and conditions of sale, and no course of dealing or usage of the trade shall be applicable unless expressly incorporated in the order. Terms and conditions contained in the order may not be added to, modified, superseded, or otherwise altered except by written modification signed by an authorized representative of AGE and delivered by AGE to Supplier. Each delivery shall be deemed to be only upon the terms and conditions contained in the order, notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice, or form of Supplier, and notwithstanding AGE's act of accepting or paying for any delivery or similar act of AGE.
12. **BINDING EFFECT:** The purchase order and the acceptance thereof shall be a contract made in the state of California and governed by the laws thereof.
13. **QUALITY CLAUSES**
 - A. **Process Suppliers** will demonstrate a quality management system compliant to ISO 9001:2015 or equivalent. AGE monitors Supplier performance and may submit a Corrective Action Request to Supplier if product nonconformance is found. Supplier is expected to complete the CAR and return it to AGE by the due date.
NOTIFICATION: Supplier will notify AGE of changes in processes and/or product definition including written approval of any sub-tier provider to be used
RIGHT OF ACCESS: Supplier will provide right of access to AGE, our customer, and regulatory authorities to all facilities involved in the order and to all applicable records
RECORD RETENTION: Supplier will retain all quality records related to purchased product/service for a minimum of ten (10) years
FOD PREVENTION: Sellers handling AGE product must have a foreign object damage/debris avoidance process
 - B. **Calibration Services Suppliers:** calibration must be performed in accordance with ANSI Z540 or ISO 17025 requirements.
 - C. **Customer-approved Suppliers:** are responsible to notify AGE if its approval with the customer is terminated. Where Boeing is the end customer, Supplier must adhere to all Boeing requirements.
 - D. **COUNTERFEIT MATERIAL CONTROL:** Supplier will have a Counterfeit Material Control plan aligned with requirements of AS6174 to ensure purchased product is non-counterfeit and to ensure provision of reliable certifications.
14. **ETHICAL BEHAVIOR:** AGE takes great care to conduct business ethically, with a 'zero tolerance to corruption' policy. As such, we require Supplier to operate ethically--especially concerning conflicts of interest, improper payments or advantages, falsification of records, and proprietary information--and to train employees in ethical behavior in these areas.