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Approved by:	Ronald V. S.

Title:

Purchase Order Terms & Conditions

A	<p>Conditions and acceptance of the PO: All orders are placed subject to the conditions set forth or referred to in the PO, which will apply not withstanding and to the exclusion of any provisions to the contrary in the Contractor / Vendor / Supplier's condition of sale or otherwise.</p> <p>Except otherwise established in any specific agreement with BMD Electronics & Hardware, Inc., Contractor / Vendor / Supplier is requested to send an acknowledgement of this PO within 3 days after receipt.</p>
B	<p>Delivery and packaging: Receipt of the goods does not constitute final acceptance thereof. BMD Electronics & Hardware, Inc. will have the right to return non-satisfactory or non-required goods, with any resulting cost paid by Contractor / Vendor / Supplier. Contractor / Vendor / Supplier warrants that the goods referred to in this PO will be correctly packaged and provided with the appropriate markings according to any applicable laws and regulations. BMD Electronics & Hardware, Inc. will pay no packing charge unless specified in this PO.</p>
C	<p>Quality management system: Contractor / Vendor / Suppliers should implement and maintain a quality management system.</p>
D	<p>Certificate of conformance and / or airworthiness certificates: When required by Purchase Orders, OEM Certificate of Conformance, Airworthiness Certificate or Authorized Release Certificate, as applicable, shall be provided.</p> <p>Test reports, material certification, process/plating certification, etc.: When required by Purchase Order, Test Reports, Material Certification, Process / Plating Certification, etc. shall be provided.</p> <p>Traceability: All parts / material and applicable documents must be identified by a Manufacturing Lot or Batch Number by the OEM. Full trace back to the OEM must be supplied - if unable to supply, BMD Electronics & Hardware, Inc., must be notified prior to releasing shipment and shipment can only be released after written approval from BMD Electronics & Hardware, Inc.</p> <p>Shelf life requirement: If applicable all items must have at least 80% Shelf Life remaining at time of shipment. If an item's Shelf Life is less than 80% BMD Electronics & Hardware, Inc. must be notified, and the item cannot be released without written approval. Failure to meet requirement will result in item being returned to Contractor / Vendor / Supplier at Contractor / Vendor / Supplier's expense.</p>
E	<p>Amendments to this order, and / or quality clauses shall be set forth in writing, via Purchase Order Change Notice, and / or revisions to the Purchase Order quality clauses.</p> <p>Changes Contractor / Vendor / Supplier shall notify the organization of changes in product and / or process, changes of Manufacturer, changes of manufacturing facility locations and where required obtain organization approval.</p>
F	<p>Non-conforming material: In the event that the product is identified as non-conforming after the Product has been shipped, the Contractor / Vendor / Supplier shall provide written notification of such escape. Reporting should be completed within 24 hours of discovery. Additionally, Contractor / Vendor / Supplier shall control non-conforming products to prevent the product from leaving their facility unless otherwise approved in writing.</p> <p>All products shipped to BMD Electronics & Hardware, Inc. must be:</p> <ul style="list-style-type: none"> -Free of mercury compounds' -Incompliance with the Conflict Materials Act and its implementing regulations, as they may be amended over time. -Free of FOD (Foreign Object Debris – Foreign Object Damage – Foreign Material) -BMD Electronics & Hardware, Inc. must be contacted in the event that Contractor / Vendor / Supplier becomes aware of Non- Conforming, Counterfeit Product, Unapproved or Suspected Unapproved Parts. Product will be considered Non-Conforming / Counterfeit if Purchase Order calls manufacturer name and required manufacturer is not supplied. -Able to meet all BMD Electronics & Hardware, Inc. and Customer applicable requirements including flowing down to sub-tier Contractor / Vendor / Suppliers. Must use BMD Electronics & Hardware, Inc. or its customer designated or approved external provider, including process sources such as special processes. Must provide test specimens for design approval, inspection/verification, investigation or auditing.
G	<p>Right of access: BMD Electronics & Hardware, Inc., its customer, and their customers, or any applicable Regulatory Agency shall have the right to the applicable areas of Contractor / Vendor / Supplier facilities and to applicable documented information, at any level of the supply chain to perform inspection or ensure compliance to the contract.</p> <p>Record retention: The Contractor / Vendor / Supplier shall maintain adequate records of all inspections and tests. Documented information shall be kept for a period of ten (10) years after final payment for supplies or services.</p> <p>Contractor / Vendor / Supplier must have awareness of: The Contractor / Vendor / Supplier's contribution to product or service conformity, the Contractor / Vendor / Supplier's contribution to product safety and the importance of ethical behavior.</p>
H	<p>FAR Clauses: As applicable, Far Clause 52.246.2 and 52.203-7 are hereby invoked.</p>
I	<p>DPAS Priority Ratings: As applicable, the Contractor / Vendor / Supplier shall comply with the DPAS priority ratings, imposed by the Federal Government, referenced on the purchase order. DPAS Ratings: (DX) Highest national defense urgency. (DO) Critical to national defense. (http://www.dcmi.mil/DPAS/)</p>