

# *INNOVATIVE PRECISION*



INTELLIGENT MACHINING SOLUTIONS

## Purchase Order Terms and Conditions

1. **ACCEPTANCE; MODIFICATION:** By accepting this PO the supplier accepts the following terms and conditions. Any modification to these T&C's must be agreed to in writing. Any modification to previously agreed upon pricing must be made in writing and agreed upon by both the buyer and the supplier. Revision is subject to change, supplier shall verify current revision with each Purchase Order.
2. **INSPECTION OF GOODS/NON-CONFORMING GOODS:** IP may inspect the goods purchased on this purchase order within a reasonable time after delivery. If non-conforming goods are provided to IP by supplier, IP may either return the non-conforming goods to the supplier at the suppliers risk for rework or replacement or cancel the purchase order as default. Supplier must pay all freight on rejected goods. If required, source inspection shall be indicated on the IP Purchase Order. IP must be notified in writing of any goods found non-conforming by supplier and may only proceed with re-work/replacement with written authorization from IP.
3. **RECORD RETENTION:** Supplier shall retain quality records for a minimum of (20) years from date of shipment. Quality records include the following but not exhaustive list: Certificates of Conformity, Test Reports, Raw Material Certifications (when applicable), Special Process Certifications, Route Cards/Travelers, Calibration Records. When records contain sensitive information (such as design detail, proprietary info, ITAR restricted info, etc.), they shall be disposed by irreversible destruction methods such as shredding, or "erasure"/reformatting for electronic/magnetic media.
4. **RIGHT OF ENTRY:** IP and its suppliers, customers and regulatory agencies reserve the right of entry to any facility necessary to determine and verify the quality of contracted work, records and materials.
5. **SUB-TIER SUPPLIERS:** The supplier shall not outsource any service to a sub-tier supplier without written authorization from IP.
6. **APPLICABLE LAW:** This Purchase Order shall be governed by the laws of the State of Utah as such laws are applied to contracts between residents entered into and to be performed entirely within the State of Utah.