

Terms and Conditions

P1 RIGHT OF ENTRY:

The Right of Entry Provision shall allow the supplier, Forming Specialties, Inc., Forming Specialties, Inc.'s customers, and regulatory agencies to determine and verify the quality of work, records, and material at any place, including the plant of the subcontractor.

P2 ACCEPTANCE:

Initiating of any of the processes, the furnishing of any product or materials, or acceptance of any payments constitutes unconditional acceptance by the seller.

P3 CANCELLATION:

Cancellation shall remain the right of the buyer and may be initiated at any time.

P4 PRICE:

Price as shown on this order covers all goods and services to be provided by the seller as specified in this order. These prices also cover all charges for packaging, containers, and transportation unless specifically depicted otherwise on the face of the order.

P5 HAZARDOUS MATERIAL:

The seller agrees to furnish the applicable material safety data sheets (MSDS) with each shipment of products designated by industry, state, local, or federal agencies as hazardous material.

P6 NONCONFORMANCES:

Upon acceptance of a Forming Specialties Purchase Order, the supplier agrees that FSI is entitled to be reimbursed for labor and material costs associated with the seller responsible non-conformances and damages.

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P7 SHIPMENT:

Shipment of goods or services under this order shall be F.O.B. as noted on the face of the order. Seller agrees to ship by the FSI instructions.

P8 AMENDMENTS:

Amendments to this order or FSI terms and conditions shall be set forth in writing via P.O. change notice and/or by revision to the terms and conditions. FSI will consider seller's request to modification of, or exception to, only if such request is made in writing prior to acceptance of the order.

P9 TOOLING:

The seller is responsible to ensure adequate care is utilized with their facility when maintaining FSI supplied tools. Any damages to the tooling while in the care of the seller shall be reported to FSI in writing. At that time, FSI shall make disposition of the damage prior to any additional processing by the seller. No rework to damaged tooling shall take place without written authorization from FSI.

P10 SCHEDULE:

Schedule for delivery will be the responsibility of the seller. The seller will not be held liable for damages in respect to delivery delay due to causes beyond the seller's reasonable control. However, if the seller does not meet the delivery date as depicted on the face of the order, the buyer may approve a revised delivery schedule or terminate the order without liability for such termination.

P11 PACKAGING AND PROTECTION:

Packaging of product shall be in accordance with the FSI Purchase Order or best commercial practice to protect from damage and/or deterioration.

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QA1 QUALITY ASSURANCE:

The supplier shall comply with the FSI Q.A. system requirements as specified by the FSI Supplier Survey or Purchase Order. Supplier agrees to implement and maintain the quality or inspection system during the performance of this order. An authorized Certificate of Conformance is required with each shipment. Process suppliers shall furnish a complete Certificate of Conformance with each shipment indicating P.O. number, specification number(s), revision level, name of supplier, and quantities accepted/rejected. Material suppliers shall furnish chemical/physical test reports with each shipment identifying the applicable specification and revision level, the actual chemical composition and physical properties, melt, heat, batch, or lot. Additional FSI quality requirements apply when referenced by the P.O. The supplier is not authorized to perform material review action of nonconforming material. NOTE: This clause does not apply to orders for FSI non-deliverable goods or services. The supplier shall maintain suitable inspection and test reports to serve as evidence of conformance with specified requirements. Such records shall be legible and traceable to identify the product, material, or batch. These records shall be maintained for a minimum period of ten (10) years.

QUALITY CLAUSES:

- Q1 The supplier shall implement a Q.A. system in compliance with ISO 9001 or SAE AS 9100/9102 or AS 9120.
- Q2 Material Suppliers must furnish material certifications to the P.O. requirements, and shall not supply material for which they are not certified or approved. When noted on our purchase orders, raw material supplied must be USA Domestic Material.
- Q3 The supplier and the supplier subcontractors shall meet and maintain a calibration system in compliance with ISO 10012 or ANSI Z540-1.
- Q4 The supplier shall perform and document a complete First Article Inspection (FAI) including 100% of blueprint or specification requirements.
- Q5 FSI and/or customer source inspection is required prior to shipment from the supplier's facility.
- Q6 Government source inspection is required prior to shipment from the supplier's facility.

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- Q7 The supplier shall perform 100% inspection of the FSI noted characteristics. No sampling is allowed. Results shall be documented and provided with the shipment.

- Q8 Special Processors requiring NADCAP approval must maintain NADCAP approval and must notify Forming Specialties, Inc. immediately if approval is lost.