



## PURCHASE ORDER TERMS AND CONDITIONS

Effective November 13, 2014

1. **ACCEPTANCE:** Supplier's acceptance of this purchase order shall constitute an agreement to all terms and conditions; including but not limited to purchase order price, quantity, delivery, specifications, terms, quality requirements, and regulatory requirements.
2. **ACKNOWLEDGEMENT:** An acknowledgement **MUST** be provided to CIA&D's Purchasing Department after receipt of the order.
3. **AGREEMENT:** Upon acceptance and acknowledgement, this purchase order constitutes a binding agreement between the Supplier and CIA&D. The terms and conditions cannot be changed without prior consent of both parties.
4. **EXCEPTIONS:** Exceptions to the purchase order of any kind must be submitted in writing for approval, disapproval, and purchase order amendment, if required. Correspondence regarding this order must reference CIA&D's purchase order number.
5. **PRODUCT FOR GOVERNMENT CONTRACTS:** As applicable, the DPAS rating will be flowed to supplier. If this is a rated order certified for National Defense use, you are required to follow all provisions of the Defense Priorities and Allocations System regulation (15 CFR 700) . Product must be new, unused and of domestic manufacture (unless noted otherwise).
6. **CERTIFICATIONS:** Any certifications, test reports, material safety data sheets, and other documents required as per the purchase order, must accompany the product at the time of shipment and copies are to be maintained at the Supplier's facility.
7. **COMPLIANCE WITH LAWS:** Suppliers must comply with State and Federal Equal Opportunity Employment, Affirmative Action, Employment Compliance / Reporting and Regulatory Requirements. Upon request a certificate attesting to such compliance may be required.
8. **PACKAGING:** Supplier shall package all products for suitable and safe protection, preservation, and transportation to avoid any possible damage.
9. **DELIVERY:** Product not received by the purchase order delivery date, receipt of non-conforming product, or receiving deficient documentation could result in purchase order cancellation at no cost to CIA&D. Supplier may also be liable for any penalties or additional costs incurred by CIA&D as a result of late delivery or delivery of nonconforming product.
10. **SHIPPING INSTRUCTIONS:** Supplier must notify CIA&D immediately if unable to ship as specified.
11. **PRODUCT CONFORMANCE:** All product received is subject to inspection by CIA&D. The product shall conform to specifications, drawings, and any other descriptions in the purchase order, and product shall be free from defects in material and workmanship. Nonconforming product discovered during CIA&D inspection shall be reported to the Supplier with removal and return disposition (at the expense of the Supplier) being transacted promptly after notification of the nonconformance.
12. **RIGHT OF ACCESS:** The Supplier needs to provide CIA&D, our customers, and/or any regulatory authority "Right of Access" to any facility involved in the purchase order as well as any applicable records. This requirement must also be flowed down to sub-tier suppliers.
13. **MANUFACTURING PLANS:** The Supplier is responsible for maintaining documented records of the manufacturing processes, steps, sequences, verifications, and qualifications. CIA&D has the right to request the Supplier to submit evidence of any manufacturing plans or special processes if required.
14. **FIRST ARTICLE REQUIREMENTS:** CIA&D has the right to require first piece or first article inspection independent of the end customer requirements. CIA&D will list first piece or first article requirements in the purchase order
15. **FLOW-DOWN REQUIREMENTS:** Supplier must flow down to sub-tier suppliers any applicable requirements referenced in the purchase order including specifications, key characteristics, critical safety items, terms and conditions, and CIA&D customer contractual requirements.
16. **APPROVED SUB-TIER SOURCES:** The Supplier shall ensure the capabilities of any sub-tier supplier utilized in the performance of this purchase order and is responsible for the quality of the sub-tier supplier's work.
17. **PAYMENT:** In order to avoid delays in payment, all requirements of the purchase order must be completed as specified within the purchase order and the purchase order terms and conditions.