



PO Terms and Conditions

1. Scope

1.1. The following statement of terms and conditions are applied to all purchase orders originated by MSL Precision.

1.1.1. **As part of the release process for any revision to this document the revised PO Terms and Conditions will be posted on MSL Precision's web site.**

2. Statements:

- 2.1. This order is placed and is subject to the terms and conditions set forth, and by accepting this order the Seller agrees to be bound thereby.
- 2.2. Seller agrees to respond with any exceptions to MSL Precision within 1 day of receipt. Acceptance of the purchase order as written will not require a response.
- 2.3. Seller agrees to maintain a system and standards ensuring the quality of the items/services being purchased.
- 2.4. Seller agrees to notify MSL Precision of any nonconforming product immediately upon discovery.
- 2.5. Seller agrees to maintain access to the most current industry and MSL customer specifications as required to process MSL purchase orders. MSL will make available, upon request, any customer specifications required to process MSL purchase orders.
- 2.6. Seller agrees to process all MSL purchase orders in accordance with and certify to the most current specification revision level available at the time of the purchase order. This will include all industry and customer specifications required to complete the processes called out on the MSL purchase order and related documents. Related documents may include customer drawings, part lists, BOMs, MOTs, work instructions, etc. and will be included with the MSL purchase order.
- 2.7. Seller agrees to respond in writing to requests for corrective action, with a plan to prevent any future specification deviations.
- 2.8. Material and process certifications are required as defined by order requirements.

- 2.9. Acceptance of this purchase order constitutes acceptance by the supplier to right of entry by MSL Precision, its customers and regulatory authorities to all facilities involved in the order and to all applicable records.
- 2.10. If the supplier is using material/parts supplied by MSL Precision they are expected to have traceability (account for all parts delivered). Supplier records should include a verification of the received material/part count and MSL should be notified of any difference at the time of receipt.
- 2.11. ITAR Compliance – Export and Import – U.S. Export law as contained in the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR) is applicable to all technical information and documents provided. The technical information is not to be placed in the public domain, exported from the U.S., or given to any foreign person in the U.S., without the prior, specific written authorization of the U.S. Department of State or the U.S. Department of Commerce as applicable.
- 2.12. DPAS Compliance - If listed on PO, supplier is required to prioritize the PO according to the Defense Priorities and Allocation System (DPAS) regulations. For more information visit the DPAS website @ <http://guidebook.dema.mil/38/DPAS%20Guidebook.htm>.
- 2.13. Supplier acknowledges MSL's right of access to its facilities, product, and/or related quality records at any time, by MSL, its customer, or regulatory authorities in order to verify quality of products or work. Right of access may be limited to only those records and product applicable to MSL's products or contracts.
- 2.14. All purchasing requirements shall be flowed down to sub-tier suppliers or subcontractors.
- 2.15. Supplier to notify MSL immediately of unexpected anomalies, nonconformances, changes in product and/or process, changes of suppliers, and/or changes of manufacturing facility location. MSL reserves the right to approve such changes or incidents before work is allowed to proceed.
- 2.16. Supplier acknowledges it shall apply suitable corrective action when presented with MSL complaints or nonconformance reports.
- 2.17. Records pertaining to the manufacture, inspection and test of MSL's products shall be retained for a minimum of seven (7) years.
- 2.18. Supplier shall comply with the Aerospace Industries Association of America (AIA) Global Principles of Ethics in the Aerospace & Defense Industry, available for review here: <http://www.aia-aerospace.org/?s=ethics>