

GUARDIAN RIVET & FASTENER, INC.

General Purchase Order Terms and Conditions

Acceptance and Modification of Agreement: Acceptance of this order is limited to the terms and conditions herein. This order shall be deemed accepted upon the return of acknowledgement or performance by Seller. This agreement is for purchase and sale of goods and/or services described on the face of the order. No modification to the order will be accepted unless agreed in writing by the Purchasing Department of Guardian Rivet & Fastener, Inc.

Prices: The prices specified on the order are all inclusive, including, but not limited to, taxes, packaging costs and delivery to FOB point specified on the order.

Deliveries and Shipments: Title and risk shall pass to Buyer at the FOB point specified on the order. Buyer reserves the right to reject any part of delivery that varies from the quantity and variance specified in the order. Items shipped in advance of Buyer's delivery requirements may be returned at Seller's expense. All items shall be packaged in accordance with drawing specifications (including thread protection if applicable) or good commercial practice and in a manner sufficient to ensure arrival in an undamaged condition. Each container shall be clearly marked with part number, order number, and box quantity. The seller may be required to ship by express or air, at their expense, if the agreed delivery schedule is endangered.

Variance in Quantity: The quantity variance specified on the order applies to each individual line and not to the overall order quantity. Seller is obligated to provide product until quantity received falls within variance. Once the quantity received is within the quantity variance, the line will close and no further product will be accepted against said line.

Inspection Acceptance: Notwithstanding payment, passage of title or prior inspection, all items are subject to Buyer's final inspection and acceptance or rejection. Buyer may inspect 100% or a sample or any lot of items at Buyer's discretion. Buyer shall have the right to reject all or any portion of the items or lot of items. If Buyer and Seller disagree on conformance of items, a third party lab will be retained to perform independent inspection. Both Buyer and Seller agree to accept the independent findings. Independent lab fees will be paid by the party determined to have inaccurate findings.

Certifications: At a minimum, Seller shall provide Seller's signed Certificate of Conformance (C of C). Seller's C of C shall specify Purchase Order number, part number, revision level (if applicable), quantity, manufacturer's name and lot number with cure date (if applicable) on their C of C. Manufacturer's test reports must specify all applicable procurement specifications and their revision, when ordered. Raw material and outside process certifications must be provided, when ordered. All documentation shall be completely legible, and reproducible. Seller shall make available for review upon request, all applicable certifications and/or test reports not required with shipment.

Proprietary Prints and Drawings: Proprietary prints and/or drawings provided to Seller by Buyer are to be strictly for manufacturing purposes. Only personnel directly responsible for producing ordered product will have access to such prints and/or drawings. All other distribution and reproduction requires prior written authorization.

Government DPAS Rating: If the order specifies a Government DPAS priority rating, Seller is required to adhere to the Federal Acquisition Regulation provisions and agency supplemental provisions in effect at the time of order.

DFARS: When specified on the order, material supplied must be in accordance with Domestic Specialty metals regulation, (DFARS 252.225.7014, Alternate 1, 7008 & 7009).

Country of Origin: If the country of origin of goods is other than the U.S.A., the country of origin must be declared on the certification.

Right of Access: Buyer or its customers and regulatory authorities shall have right of access to seller's facilities, equipment, processes, and records upon prior agreement with Seller.

Supplier Flow-Down: The seller shall flow-down to all sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.

Warranty: Seller warrants to Buyer and its customers that all items furnished will be new and unused, free from defects in material and workmanship, will conform to applicable drawings, specifications, designs, and will meet all functional and performance requirements. If Seller discovers nonconformance, Seller will immediately notify Buyer or Buyer's Quality Department in writing.

Patents, Trademarks, and Copyright Indemnity: Seller shall indemnify and hold harmless Buyer from any and all damages cost, including legal fees, losses and liabilities resulting from a suit or proceeding from infringement of any patents, trademarks, or copyrights by reason of the sale or use of any items sold to the Buyer.

Payment: Seller shall be paid in accordance to terms specified on order. Payment period may not commence until agreed ship date for unauthorized early shipments, and/or until complete certification as specified on the order, is received. Any adjustments in Seller's invoice due to shortages, rejection, or other failure to comply with the provisions of the order, may be made by the Buyer before payment.

Non-conforming product / Change in location and/or processes Supplier shall contact buyer immediately of any non-conforming product, and/or process changes, changes in manufacturing facility or location. Buyer is required to obtain non-conforming product disposition or approval of change from buyer.

Identification The identification and revision status of specifications, drawings, process requirements, inspection/verification instructions, use of qualified personnel and other relevant technical data and QMS requirements, as applicable to P.O. must be adhered to.

Traceability and Counterfeit part I.D.: Supplier is required to provide product traceability direct to, but not limited to, the OEM as an effort to maintain integrity of product pedigree, and is required to report any suspect item, as applicable to the P.O.

Record Retention The seller must retain all records pertaining to buyers purchase orders for a period of no less than 10 years from date supplied.

Awareness AS9100 Revision D: Supplier is required to ensure that persons performing work for their organization are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.