

GLOBAL CALIBRATION SERVICES LLC

TERMS AND CONDITIONS

1. QUALITY SYSTEM REQUIREMENTS:

The Supplier (Seller) shall provide and maintain a quality system in conformance with:

- ANSI/ASQC 9001, latest revision
- AS9100, latest revision
- ISO/IEC 17025, latest revision
- ISO 10012, latest revision
- 10CFR21
- or other quality system as mutually agreed upon and approved by *GLOBAL* Calibration Services LLC

2. CALIBRATION SYSTEM REQUIREMENTS:

Supplier (Seller) shall have a calibration system that assures compliance with ANSI / NCSL Z540, latest revision, "American National Standard for calibration". Any deviation or waiver to this requirement must be approved by Buyer.

3. RIGHT OF ENTRY:

- (1) The Buyer, their customer and regulatory authorities shall be granted the right of access to applicable areas of all supplier's (seller's) facilities, at any level of the supply chain, involved in the order and all applicable quality records.
- (2) The right to verify at the supplier's (seller's) premises that subcontracted product conforms to specified requirements. Such verification shall not be used by the supplier (seller) as evidence of effective control of quality by the supplier (seller).

4. TRACEABILITY CONTROL:

Supplier (Seller) must maintain control of product. Supplier (Seller) must provide positive traceability of product from receipt through delivery for all items in the shipment.

5. CONTROL OF CHANGES:

Supplier (Seller) agrees not to make any change in product (repair, adjustment, parts) without prior written Buyer approval. Supplier (Seller) will identify on the calibration certificate and/or data sheet, the level of changes made to product being delivered.

6. IDENTIFICATION:

Items will be identified as specified on the *GLOBAL* Purchase Order. When items are too small to easily identify, they may be bagged and tagged with the proper identification indicated on the bag or tag.

7. CERTIFICATE OF CALIBRATION:

Each shipment will be accompanied by a legible and reproducible copy of a certificate of calibration with the signature or identification of responsible representative stating that article being shipped meets requirements of applicable specification cited in the *GLOBAL* Purchase Order.

8. REPORT OF DISCREPANCY:

Any departure from specifications or other purchase order requirements must be documented by the Supplier (Seller) and submitted to the Buyer for approval, and documented on the Certificate of Calibration.

9. PACKAGING:

Supplier (Seller) shall clearly mark each package and ship per *GLOBAL* Purchase Order requirements. Supplier (Seller) is responsible for assuring that all items are packaged in accordance with established packaging requirements for the protection, safe transport and delivery of contents without damage or deterioration and are efficiently and economically packed for the method and handling for the method of transportation.

10. SHIPPING:

Supplier (Seller) shall use only approved carriers that conform the national and international cartage requirements. Supplier (Seller) is responsible for assuring that all items are delivered without damage or deterioration.

11. DELIVERY:

Buyer reserves the right to refuse any product not meeting specified shipment dates or arriving at buyer's facility in damaged packaging.

12. LOSS OR DAMAGE:

Supplier (Seller) must notify Buyer immediately in the event of loss or damage of product

13. SUPPLIER CORRECTIVE ACTION:

Supplier (Seller) shall, on request, on forms designated by Buyer (Supplier Corrective Action Request), provide statements of corrective action on failures of supplier's (seller's) services or quality system. Supplier (Seller) will be required to respond with thirty (30) working days. Failure to do so could result in being placed on an "Inactive" status. Corrective action statements, at Buyer's option may require approval signature by Buyer.

14. SUPPLIER RECORDS:

Supplier (Seller) shall maintain records of product delivered to Buyer for a period of seven years, or longer if stated on *GLOBAL* Purchase Order.

15. SUPPLIER FLOW DOWN TO SUB-SUPPLIER:

Supplier (Seller) shall flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.

16. FORCE MAJEURE:

Neither Supplier (Seller) or Buyer shall be responsible for delays because of a Force Majeure incident. Both parties reserve the right to cancel *GLOBAL's* Purchase Order in writing after thirty (30) days, if conditions still exist.

17. PRICES AND PAYMENT:

Supplier (Seller) shall adhere to quoted pricing unless a price revision is mutually agreed upon between Buyer and Supplier (Seller). Payment will be made to the Buyer only, within designated payment terms, upon receipt and acceptance of purchased product and invoice. Buyer reserves the right to return any product, with no restocking charge, if product supplied does not meet specifications stated on *GLOBAL's* Purchase Order.

18. CONFIDENTIALITY:

Supplier (Seller) shall treat *GLOBAL's* Purchase Order and all procedures, specifications, supplied equipment, and documentation in strict confidence. Supplier (Seller) shall be liable for damages arising from breach of confidence.