

## PURCHASE ORDER TERMS AND CONDITIONS

1. This document, along with the corresponding coversheet constitute the entire agreement between UniWest and the Vendor.
2. Our organization reserves the right of final approval of product, procedures, processes, and equipment.
3. All special processes required by this purchase order must be performed by qualified personnel.
4. Our organization reserves the right to review and approve the Vendors Quality Management System. Standard QMS requirements include:
  - 4.1. Vendors providing special processing must maintain a system for validating processes similar to that of a NADCAP program, or other system as required by this purchase order.
  - 4.2. Customer directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer in question.
  - 4.3. Suppliers initially approved for used via Certification (ISO, AS9100, ISO 17025, AS9120, etc) must notify our organization of any changes to that certification.
5. The Vendor shall adhere to the proper identification and revision status specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
6. Our organization reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance and any applicable critical items, including key characteristics.
7. Our organization reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.
8. The Vendor is required to:
  - 8.1. Notify our organization of nonconforming product immediately upon discovery.
  - 8.2. Obtain our organizational approval for nonconforming product disposition.
  - 8.3. Notify our organization of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations.
  - 8.4. Flow down to the supply chain the applicable requirements including customer requirements.
9. The Vendor is required to retain all records associated with the purchase order for a period of not less than five (5) years.
10. Our organization reserves the right of access by our representatives, our customers, and any regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.
11. All Vendors providing calibration services must be certified to ISO17025 (or equivalent). All calibration certificates must identify standards used and must be traceable to NIST (National Institute of Standards Technology).
12. All documentation, drawings, records, etc., submitted as required by the purchase order/contract must be of sufficient clarity that every line, number, letter, and character data be clearly legible.
13. All drawings supplied to you by UniWest are proprietary. They are not to be used or reproduced for any reason other than fulfilling a UniWest purchase order or quote.
14. The vendor shall ensure that any parts shipped to UniWest new and not counterfeit.
- \* 15. UniWest expects that all vendors maintain awareness of their contribution to the safety, quality, and conformity of UniWest products and shall behave and operate in an ethical manner at all times.