

Purchasing Standard Terms and Conditions

1. Northeimer, Inc. reserves the right of final approval of product, procedures, processes and equipment.
2. All special processes required by this PO must be performed by qualified personnel.
3. Northeimer, Inc. reserves the right to review and approve the Vendors Quality Management System. Standard QMS Requirements include:
 - a. Vendors providing special processing must maintain a system for validating processes.
 - b. Customer Directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer in question.
 - c. Suppliers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, etc.) must notify Northeimer, Inc. of any changes to that certification.
4. The Vendor shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
5. Northeimer, Inc. 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.
6. Northeimer, Inc. reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.
7. The Vendor is required to:
 - a. Notify Northeimer, Inc. of nonconforming product.
 - b. Obtain Northeimer, Inc. approval for nonconforming product disposition.
 - c. Notify Northeimer, Inc. of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations.
 - d. Flow down to the supply chain the applicable requirements including customer requirements.
8. The Vendor is required to supply product that has a remaining shelf life of at least 75% of original life as of the date of shipment.
9. The Vendor is required to retain all Records associated with the Purchase Order for 7 (seven) years or as required by contract.
10. Right of access by Northeimer, Inc., our customer and regulatory authorities of 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 ISO17025 (or equivalent). All Calibration Certificates must identify standards used and must be traceable to NIST (National Institutes of Standards Technology).
12. Seller shall provide a proper Bill of Lading signed by Carrier, or any other legally applicable documents providing title to the goods to Purchaser upon delivery, fully protecting all parties in case of damages in transit. All cost incurred due to improper packing will be paid by Seller.
13. Certification of Materials and/or Process performed must accompany materials/parts received. Invoice will be aged for payment based on date Certification(s) is received.
14. Far Clause 52.246.2 and 52.203-7 are hereby invoked.
15. Any disputes arising out of any Contract issued pursuant to the Terms and Conditions shall be interpreted in accordance with and governed by the Laws of the State of Pennsylvania, USA.

16. As applicable, the Vendor shall comply with the Defense Priorities and Allocations System (DPAS) priority ratings, imposed by the Federal Government, referenced on the purchase order. Defense Priorities and Allocations System (DPAS) Ratings: (DX) Highest national defense urgency. (DO) Critical to national defense.

17. EXPORT/IMPORT/ITAR COMPLIANCE

Warning: Information furnished to seller under this purchase contract may contain data subject to U.S. Export Laws and Regulations. Seller is advised that such data subject to U.S. Export Laws and Regulations. Seller is advised that such data may not be exported or re-exported to foreign persons, employed by or associated with, or under contract to seller or seller's lower-tier suppliers, without the prior written consent of Northeimer, Inc. and under the authority of an export license exemption. If such data is marked as export controlled, seller shall indemnify and hold buyer harmless from and against any and all claims, liabilities and expenses resulting from sellers' failure to comply with the Export Laws and Regulations of the United States.

18. COUNTERFEIT PARTS PREVENTION

- a. The Supplier warrants that Counterfeit Supplies shall not be supplied to the Purchaser or installed in the Purchaser's products by the Supplier.
- b. The Supplier warrants that only new, unused, authentic, genuine and legitimate Items shall form part of the Supplies supplied to the Purchaser.

19. PRODUCT SAFETY

All external providers providing components to Northeimer shall be ready to provide documentation, specifications, process requirements, etc upon request from the buyer. External providers must control hazards and take precautionary measures against accidents. Any hazardous materials to be provided must be marked, labeled, and offered for transportation in accordance with all applicable requirements. All packages with hazardous materials must be in approved containers and material safety data sheets must be included with each shipment. External providers must act in accordance with the applicable and international standards regarding environmental protection. External providers must offer training and ensure personnel are educated in health and safety issues. External providers shall ensure that persons are aware of the contribution to the product or service conformity and product safety.

20. ETHICAL BUSINESS PRINCIPLES

External providers shall have respect for the basic human rights of employees. External providers shall promote equal opportunities for its personnel irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age. External providers must not employ workers under the age of 15 or in those countries subject to the developing country exception of the ILO Convention 138, or to employ workers under the age of 14. Supplier must take responsible efforts to avoid use of raw materials which directly or indirectly finance armed groups who violate human rights. External providers shall ensure that accurate documentation is recorded and that there is no falsifying of any documents. There will be no gift exchanges or gratuity for supply of products to anyone at Northeimer. External providers shall ensure that persons are knowledgeable on the importance of ethical behavior.

21. Conflict Minerals

Vendor is required to publicly disclose certain information on products if they have any tantalum, tungsten, tin or gold (a "Conflict Mineral") that is necessary to the functionality or production of a product manufactured or contracted by it to be manufactured, and to disclose additional information if it has reason to believe that any such Conflict Mineral may have originated in the Democratic Republic of the Congo or any of the countries adjoining that country (the "Covered Countries"). Vendor agrees to provide Northeimer with all such certifications and information as requested in order to facilitate compliance. Vendor agrees to comply with any policy or policies that Northeimer may adopt with respect to the Conflict Minerals rule, which may include provisions limiting or prohibiting use of any Conflict Minerals originating in a Covered Country.

Supplier Representative:

Print Name _____ Signature _____ Date _____

REVISIONS			
REVISION	DESCRIPTION	AUTHOR/DATE	APPROVED/DATE
0	INITIAL RELEASE	G. Northeimer 3/5/18	S. Ulloa 3/5/18
1	Remove broken link	B. Kimbrough 4/9/18	S. Ulloa 4/9/18
2	Added Items 19 and 20.	C. Nguyen 2/27/19	S. Ulloa 2/27/19
3	Added Item 21 and DPAS meaning	C. Nguyen 4/25/19	Y. Fajardo 4/25/19