



241 Zimmerman Lane
Langhorne, PA 19047

Phone: (215) 946-4300
Fax: (215) 946-2550
Website: www.uncc.com

Purchase Order Terms and Conditions

Quality Management System: Sellers of certified materials and services shall have a Quality Management System certified by a 3rd party registrar, or approved by United Contamination Control, Inc.

Record Retention: Test and/or inspection data must be maintained for a minimum of ten years from the date of completion. Records shall be made available to the Buyer upon request.

Change Control: No changes or substitutions can be made without written authorization from the Buyer. Seller shall provide in writing advance notification to the Buyer of any change(s) to tooling, facilities, materials or processes at Seller's or Seller's sub-tier's facility that could affect Buyer's contracted product/service. This includes, but is not limited to fabrication, assembly, handling, testing, facility relocation or introduction of a new sub-tier supplier.

Inspection and Acceptance: The Seller shall maintain an inspection system. The Seller shall be able to demonstrate that their employees have the necessary competence and training to ensure that the work performed, and the product delivered conform to the requirements of the Purchase Order, and all referenced documents.

The Buyer, at its discretion, may inspect and/or test the work being completed or the product being delivered. Within 60 days of delivery of the product the Buyer shall accept, reject, or require the correction of defects. The Buyer may reject nonconforming product or require the Seller to correct the defects without charge. Payment does not constitute acceptance and does not relieve the Seller of liability for failure to conform to the requirements of the purchase order.

Flow Down of Quality Requirements: The Seller shall flow down the requirements of the Buyers PO to all sub-tier suppliers.

Non-Conforming Product: The Seller shall immediately notify the Buyer of nonconforming product, material, tests, or any process change or condition that may adversely affect the product. Arrangements for product disposition will be negotiated as necessary.

Corrective Actions: Seller Corrective Actions must be provided within seven business days of receipt and must include root cause analysis, corrective action, verification and actions to prevent recurrence.

Right of Access/Verification: The Seller shall allow the right of access by United Contamination Control, Inc., our customer, and regulatory authorities, to all facilities involved with this order and applicable records, verification of product, and to conduct audits.

Changes in Management: The Seller shall notify the Buyer of any changes in its quality management representative or quality leadership.

Counterfeit Parts: The Seller shall take steps to prevent the use of counterfeit goods and notify the Buyer if there is any suspected use of counterfeit goods. Any goods which United Contamination Control, Inc. proves to be counterfeit will be quarantined, and destroyed at the Seller's expense.



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On-Time Delivery: Seller is responsible to meet their commitment dates for delivery. Seller will provide prompt written notice when delivery delays will occur.

Awareness: The Seller shall ensure that their employees are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.

Order Cancellation: The Buyer by written notice may terminate this Purchase Order in whole or in part if the Seller: (a) fails to deliver product within the purchase order schedule, (b) fails to make progress towards the completion of the product thus endangering the product schedule, (c) fails to provide written assurance when it appears that the Seller may not perform in accordance to the Purchase Order and such assurance is requested by the Buyer. If the Buyer cancels a portion of the Purchase Order, the Seller shall continue performance of the remainder.

Acceptance of Terms and Conditions: The Seller's acceptance of these terms and conditions shall be indicated by either written acceptance or commencement of performance pursuant to this Order.