



MASTER METAL ENGINEERING

4520 Burnett Drive
South Bend, IN 46614
Ph 574-299-0222 / Fax 574-299-1187
<http://mastermetal.net>

CONDITIONS OF PURCHASE ORDER

ACCEPTANCE - By accepting and filling this order or any part thereof, the Seller hereby agrees to and shall be bound by the terms and conditions printed hereon. Verbal understanding and agreements are not valid and will not be recognized.

SUPPLIER NEEDS TO – The supplier shall have a quality management system in place. The supplier shall use customer designated or approved external providers, including process sources (e.g. special processes). The supplier shall flow down to external providers applicable requirements, including customer requirements. The supplier shall provide test specimens for design approval, inspection/verification, investigation, or auditing. The supplier shall retain documented information, including retention periods and disposition requirements.

PROCESS CHANGES – Any process changes; design changes or deviations; or change of manufacturing location considered by the supplier must be submitted to Master Metal Engineering, in writing for review. The information submitted must include a complete description of the change and the effect the change will have on all characteristics of the product upon request. The supplier shall submit samples of the proposed product for evaluation and approval by Master Metal Engineering.

NOTIFICATION OF NONCONFORMANCE – Supplier shall notify Master Metal Engineering of nonconforming processes, products, or services and obtain Master Metal Engineering approval for their disposition.

COUNTERFEIT PARTS – For the prevention of counterfeit parts, the supplier shall follow the standards set forth by AS9100D (see 8.1.4).

NOTICE - If these conditions are not acceptable, you must notify us on receipt of the order and before you make shipment.

CANCELLATION - We reserve the right to cancel this order or any unfilled portion thereof if shipments are not made with the time specified or if goods are found to be not according to specifications herein.

SHIPMENTS - Do not ship prior to any specified date unless otherwise notified. Do not ship material in excess of that specified on this order without first obtaining our permission in writing.

ORDER NUMBER - The number of this order must appear on invoices, bill of lading, cases, bundles, packing lists, and correspondence.

CHARGES - No charges allowed for boxing, packing, or crating except by agreement.

PRICE - If prices are higher than specified, do not ship; notify us giving price on each item. If price is omitted on order, it is agreed that your price will be the lowest prevailing market price. Please quote price on each item on the acknowledgement copy which you return to us.

INSPECTION - Goods subject to our inspection on arrival, notwithstanding prior payment to obtain cash discount. Goods found defective, or not in accordance with specifications, will be returned to you with charges for transportation both ways and are to be replaced without a replacement purchase order from us unless otherwise specified.

RIGHT OF PASSAGE – Master Metal Engineering, its customers, and/or any regulatory authorities have the right of passage of access to the applicable areas of the supplier's premises, at any level of the supply chain, involved in the order and to all applicable records to assure and verify the performance of the order.

PERFORMANCE – All external providers to Master Metal Engineering must be aware of the importance of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior. Suppliers are measured and monitored according to "On time delivery & product conformity" to assure acceptable performance. Supplier shall conduct business affairs according to the highest standards of business ethics and integrity.

INDEMNIFICATION - Seller, by the filling of this purchase order or any part thereof, agrees to indemnify and save the Purchaser harmless from any and all claims for loss or damage or any other claim of liability whatsoever arising out of or in connection with the material or workmanship applied to or used in the manufacture, assembly, packaging, or delivering of the said goods.

FAIR LABOR STANDARDS - Seller, by acceptance of any part of this order, certifies that these goods were produced in compliance with all applicable requirements of Sections 6,7 and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.

NON DISCRIMINATION IN EMPLOYMENT - This purchase order is subject to the provisions of Executive Order 11246 as amended, unless exempt thereunder by the rules and regulations of the President's Committee on Equal Employment Opportunity.

EQUAL EMPLOYMENT OPPORTUNITY - The Seller agrees to abide by the Equal Opportunity clauses in Section 202 of the Executive Order 11246 as amended, 38USC2012 Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 503 of the Rehabilitator Act of 1973 as amended, relative to Equal Employment Opportunity and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.