



# PURCHASE ORDER TERMS AND CONDITIONS

<p><b>THE FOLLOWING GENERAL TERMS AND CONDITIONS (GTC) APPLY TO ALL ELLINGSON PURCHASE ORDERS AND CONTRACTS, UNLESS OTHERWISE SPECIFICALLY STATED WITHIN THE ELLINGSON PURCHASE ORDER. IT IS THE RESPONSIBILITY OF THE SUPPLIER TO CAREFULLY REVIEW THE PURCHASE ORDER FOR THE APPLICABLE GTC CLAUSES AND TO CONTACT ELLINGSON, PRIOR TO ACCEPTANCE, WHERE CONTRACT REQUIREMENTS CANNOT BE PERFORMED BY THE SUPPLIER.</b></p> <p><b>WHEN USED IN VARIOUS PLACES IN THIS DOCUMENT THE TERM "ELLINGSON" SHALL BE INTENDED TO DESCRIBE THE BUSINESS ENTITY "ELLINGSON, INC." AT VARIOUS PLACES IN THIS DOCUMENT THE TERMS "SUBCONTRACTOR" AND "SUBTIER SUPPLIER" MAY BE USED INTERCHANGEABLY.</b></p> <p><b>PRINTED COPIES OF THIS DOCUMENT ARE UNCONTROLLED. VISIT <a href="http://WWW.ELLINGSON-INC.COM">WWW.ELLINGSON-INC.COM</a> FOR THE LATEST VERSION OF THIS DOCUMENT.</b></p>	<p><b>Date / Revision:</b> <b>06/22/10 / Rev. A</b> <b>Document # F7.4.6</b></p>
<p>GTC - 1</p> <p><b>RIGHT OF ENTRY</b> THE SUPPLIER HEREBY GIVES REPRESENTATIVES OF ELLINGSON, ELLINGSON'S CUSTOMER AND ANY RELATED REGULATORY AGENCY, A "RIGHT OF ENTRY" TO THE LOCATION(S) OF THE SUPPLIER AND ANY SUPPLIER SUBCONTRACTOR, TO PERFORM AUDITS AND/OR INSPECTIONS AT A TIME AS DEEMED NECESSARY BY SAID REPRESENTATIVES.</p> <p>THESE AUDITS/INSPECTIONS ARE PERFORMED TO VERIFY THAT THE PRODUCT/SERVICE PROCURED CONFORMS TO PURCHASE ORDER REQUIREMENTS AND MAY INCLUDE RECORDS, PROCESS AND ROUTING SHEETS, CONTRACTED AND NONCONFORMING PRODUCT, SUPPLIER MATERIAL AND MANUFACTURING, TEST AND INSPECTION FACILITIES. ALL AUDITS/INSPECTIONS SHALL BE PERFORMED IN SUCH A MANNER AS TO NOT UNDULY DELAY THE WORK OF THE SUPPLIER. THE SUPPLIER SHALL PROVIDE ALL REASONABLE FACILITIES AND ASSISTANCE FOR THE SAFETY AND CONVENIENCE OF SAID REPRESENTATIVES IN THE PERFORMANCE OF THEIR DUTIES.</p> <p>ANY AUDIT/INSPECTION MADE ON THE PREMISES OF THE SUPPLIER OR SUPPLIER'S SUBCONTRACTOR SHALL BE WITHOUT ADDITIONAL CHARGE TO ELLINGSON.</p> <p>WHERE A SUBCONTRACTOR IS USED FOR MATERIALS AND/OR SERVICES INCORPORATED INTO THE CONTRACTED PRODUCT, THE SUPPLIER SHALL SPECIFY IN THEIR PURCHASING DOCUMENTS SAID "RIGHT OF ENTRY" TO SUBCONTRACTOR'S FACILITY.</p> <p>PROPRIETARY SUPPLIER PROCESSES MAY BE EXEMPT FROM THIS CLAUSE IF NEGOTIATED IN ADVANCE WITH ELLINGSON</p>	
<p>GTC - 2</p> <p><b>ACCEPTANCE</b> OF THIS ORDER, OR THE INITIATING OF ANY PROCESS, OR THE FURNISHING OF ANY PRODUCT, OR THE ACCEPTANCE OF PAYMENT, CONSTITUTES UNCONDITIONAL ACCEPTANCE OF THE APPLICABLE ELLINGSON TERMS AND CONDITIONS BY THE SUPPLIER.</p>	
<p>GTC - 3</p> <p><b>AMENDMENTS</b> TO THIS ORDER OR TO ELLINGSON TERMS AND CONDITIONS SHALL BE SET FORTH IN WRITING, VIA PURCHASE ORDER CHANGE NOTICE, AND/OR REVISIONS TO THE PURCHASE ORDER TERMS AND CONDITIONS. ELLINGSON WILL CONSIDER SUPPLIER'S REQUEST TO MODIFICATION OF, OR EXCEPTION TO, ONLY IF SUCH REQUEST IS MADE IN WRITING, PRIOR TO THE ACCEPTANCE OF THE ORDER (REF. ACCEPTANCE CLAUSE).</p>	
<p>GTC - 4</p> <p><b>SHIPMENT</b> OF GOODS AND SERVICES UNDER THIS ORDER SHALL BE F.O.B AS SET FORTH ON THE FACE OF THE ORDER. SUPPLIER SHALL FOLLOW ELLINGSONS INSTRUCTIONS REGARDING METHOD OF SHIPMENT, EXCEPT WHERE ELLINGSON HAS SO STATED ON THE FACE OF THE ORDER.</p>	
<p>GTC - 5</p> <p><b>SCHEDULE</b> FOR DELIVERY WILL BE THE RESPONSIBILITY OF THE SUPPLIER. THE SUPPLIER SHALL NOT BE HELD LIABLE FOR DAMAGES IN RESPECT TO DELAYS IN DELIVERY DUE TO CAUSES BEYOND SUPPLIER'S REASONABLE CONTROL. HOWEVER, IF THE SUPPLIER DOES NOT MEET THE DELIVERY DATE AS DEPICTED ON THE FACE OF THE ORDER, ELLINGSON MAY APPROVE A REVISED DELIVERY SCHEDULE, OR TERMINATE THE ORDER WITHOUT LIABILITY FOR SUCH TERMINATION.</p>	
<p>GTC - 6</p> <p><b>HAZARDOUS MATERIAL</b> SUPPLIER AGREES TO FURNISH THE APPLICABLE MATERIAL SAFETY DATA (MSDS) SHEET(S) WITH EACH SHIPMENT, FOR PRODUCTS DESIGNATED BY INDUSTRY, STATE, OR FEDERAL AGENCIES AS HAZARDOUS MATERIAL.</p>	
<p>GTC - 7</p> <p><b>PACKAGING AND PROTECTION</b> OF THE PRODUCT SHIPPED SHALL BE IN ACCORDANCE WITH THE ELLINGSON PURCHASE ORDER OR BEST COMMERCIAL PRACTICE TO PROTECT PRODUCT FROM DAMAGE AND/OR DETERIORATION.</p>	
<p>GTC - 8</p> <p><b>CHANGE NOTIFICATION</b> WHERE APPROPRIATE, SUPPLIER SHALL NOTIFY ELLINGSON OF CHANGES IN PRODUCT AND/OR PROCESS DEFINITION WHERE FIT FORM OR FUNCTION MAY BE AFFECTED. <b>CANCELLATION</b> SHALL REMAIN THE RIGHT OF ELLINGSON AND MAY BE INITIATED AT ANY TIME.</p>	
<p>GTC - 9</p> <p><b>TEST SPECIMENS</b> SHALL BE REQUIRED WHEN THERE IS A DESIGN APPROVAL FROM AN ELLINGSON CUSTOMER, INSPECTION, INVESTIGATION OR AUDIT.</p>	
<p>GTC - 10</p> <p><b>TOOLING</b> FURNISHED BY ELLINGSON SHALL BE MAINTAINED INDOORS. THE SUPPLIER IS RESPONSIBLE TO ENSURE ADEQUATE CARE IS UTILIZED WITHIN THEIR FACILITY TO MAINTAIN THE TOOLING IN GOOD WORKING CONDITION. ANY DAMAGES TO THIS TOOLING, WHILE IN THE CARE OF THE SUPPLIER SHALL BE REPORTED TO THE ELLINGSON BUYER IN WRITING. ELLINGSON SHALL DISPOSITION DAMAGED TOOLING PRIOR TO FURTHER PROCESSING BY THE SUPPLIER. SUPPLIER REWORK OF ELLINGSON FURNISHED TOOLING SHALL BE AUTHORIZED IN WRITING.</p>	
<p>GTC - 11</p> <p><b>QUALITY ASSURANCE</b> THE SUPPLIER SHALL COMPLY WITH THE ELLINGSON QUALITY SYSTEM REQUIREMENTS AS SPECIFIED BY THE ELLINGSON SUPPLIER SURVEY OR PURCHASE ORDER. SUPPLIER AGREES TO IMPLEMENT AND MAINTAIN THE QUALITY OR INSPECTION SYSTEM DURING THE PERFORMANCE OF THIS CONTRACT.</p> <p><b>CERTIFICATE OF CONFORMANCE</b> AN AUTHORIZED CERTIFICATE OF CONFORMANCE IS REQUIRED WITH EACH SHIPMENT. PROCESS SUPPLIERS SHALL FURNISH A COMPLETE CERTIFICATE OF CONFORMANCE STATING THAT THE ITEM(S) FURNISHED MEET ALL APPLICABLE PURCHASE ORDER, DRAWING, AND SPECIFICATION REQUIREMENTS. THIS CERTIFICATE SHALL INCLUDE, AT A MINIMUM, THE ELLINGSON PURCHASE ORDER NUMBER, MATERIAL DESCRIPTION AND/OR SPECIFICATION, REVISION LEVEL, LOT QUANTITY, PART SERIAL NUMBERS, QUANTITIES ACCEPTED/REJECTED AND THE DATE AND SIGNATURE/STAMP OF AN AUTHORIZED QUALITY REPRESENTATIVE OF THE SUPPLIER. MATERIAL SUPPLIERS SHALL FURNISH CHEMICAL/PHYSICAL TEST REPORTS WITH EACH SHIPMENT IDENTIFYING THE APPLICABLE SPECIFICATION AND REVISION, ACTUAL CHEMICAL COMPOSITION AND PHYSICAL PROPERTIES, MELT, HEAT, BATCH, OR LOT NUMBER(S).</p> <p><b>TRACEABILITY</b> THE SUPPLIER SHALL MAINTAIN PRODUCT TRACEABILITY FROM THE RECEIPT OF MATERIAL THROUGH FINISHED PRODUCT/SERVICE AND SHIPMENT. RECORDS OF MATERIAL AND/OR PROCESSES MUST INCLUDE PRODUCT SERIAL NUMBERS OR, WHERE APPLICABLE, HEAT AND LOT NUMBERS.</p> <p><b>RECORD RETENTION</b> SUPPLIER SHALL RETAIN ALL RECORDS PERTAINING TO MATERIAL/ MFG PROCESS SPECIAL PROCESSES, TEST AND INSPECTION FOR A MINIMUM OF 7 YEARS OR AS REQUIRED BY THE ELLINGSON CUSTOMER. CHANGES TO THIS REQUIREMENT SHALL BE ADDRESSED ON THE PURCHASE ORDER. NOTIFY ELLINGSON PRIOR TO DESTRUCTION. ADDITIONAL ELLINGSON QUALITY REQUIREMENTS (GTC CLAUSES) APPLY WHEN REFERENCED BY ELLINGSON PURCHASE ORDER.</p> <p><b>LATEST REVISIONS OF STANDARDS AND SPECIFICATIONS</b> UNLESS OTHERWISE SPECIFIED BY PURCHASE ORDER, THE SUPPLIER SHALL FURNISH AND CERTIFY MATERIAL AND/OR PROCESSES TO THE LATEST REVISION OF APPLICABLE STANDARDS AND SPECIFICATIONS. THIS CLAUSE APPLIES TO GOVERNMENT, COMMERCIAL, AND CUSTOMER SPECIFICATIONS AS REQUIRED BY THE ELLINGSON PURCHASE ORDER. SUPPLIERS SHALL CONTACT ELLINGSON TO VERIFY THE LATEST REVISIONS OF CUSTOMER SPECIFICATIONS AS REQUIRED.</p>	
<p>GTC - 12</p> <p><b>NONCONFORMANCES</b> IT IS THE RESPONSIBILITY OF THE SUPPLIER TO INFORM ELLINGSON WHEN A SUPPLIER PROCESS CAUSES NONCONFORMING PRODUCT. SUCH COMMUNICATION SHALL BE PERFORMED IMMEDIATELY FROM THE TIME OF DISCOVERY BY THE SUPPLIER. THE SUPPLIER SHALL HOLD THE NONCONFORMING PRODUCT UNTIL ELLINGSON REDERS A DISPOSITION. <b>THE SUPPLIER MUST INFORM ELLINGSON OF NONCONFORMING PRODUCT PRIOR TO SHIPMENT TO ELLINGSON.</b></p>	



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GTC - 13	<b>AGE SENSITIVE MATERIAL</b> CERTIFICATES OF CONFORMANCE FOR AGE SENSITIVE MATERIALS SHALL CONTAIN THE FOLLOWING AT A MINIMUM: DATE OF MANUFACTURE, SHELF LIFE EXPIRATION DATE AND STORAGE CONDITIONS TO ACHIEVE SHELF LIFE, IF NOT STATED ON NORMAL PACKAGE. SHIPMENTS WITH LESS THAN 70% REMAINING SHELF LIFE ARE NOT ACCEPTABLE.
GTC - 14	<b>FLOWDOWN OF REQUIREMENTS (DFARS 252.225.7014 AND PURCHASE ORDER)</b> WHEN REQUIRED BY CONTRACT OR PURCHASE ORDER, RAW MATERIAL OR ITEMS WHICH CONTAIN "SPECIALTY METALS" (DEFINED AS CERTAIN STEEL AND OTHER ALLOYS, TITANIUM AND ZIRCONIUM) SHALL BE ACQUIRED FROM DOMESTIC OR QUALIFYING COUNTRY RESOURCES. ADDITIONAL FLOWDOWNS, AS RELATED TO THE ELLINGSON PURCHASE ORDER REQUIREMENTS, INCLUDING BUT NOT LIMITED TO PURCHASING DOCUMENTS AND KEY CHARACTERISTICS, SHALL BE INCLUDED IN ALL APPLICABLE SUPPLIER PURCHASE ORDERS/CONTRACTS TO SUBTIER SUPPLIERS.  <b>EXTERNAL DOCUMENT CONTROL</b> THE SUPPLIER IS RESPONSIBLE FOR, AND SHALL ASSURE, THAT ALL DRAWINGS AND DATA TRANSFERRED (CUSTOMER OR ELLINGSON) BETWEEN THEIR COMPANY DIVISIONS AND ALL SUBTIER SUPPLIERS WILL BE IN COMPLIANCE TO THE APPLICABLE ELLINGSON AND/OR CUSTOMER CONTRACT AGREEMENTS. UPON COMPLETION OF PURCHASE ORDER THE SUPPLIER SHALL RETURN TO ELLINGSON ANY "EXTERNAL DOCUMENTS", SUCH AS DRAWINGS AND PARTS LISTS, THAT WERE FURNISHED TO THE SUPPLIER BY ELLINGSON IN SUPPORT OF THE ORDER.
GTC - 15	SUPPLIERS SHALL IMPLEMENT AND MAINTAIN A QUALITY MANAGEMENT SYSTEM IN COMPLIANCE WITH AS9100 OR ISO 9001 OR SIMILAR PROGRAM.
GTC - 16	ELLINGSON SOURCE INSPECTION AND/ OR CUSTOMER VERIFICATION IS REQUIRED AT SUPPLIER FACILITY PRIOR TO SHIPMENT WHEN REQUESTED ON THE PURCHASE ORDER. ELLINGSON WILL PLACE AN INSPECTION STAMPS ON THE SUPPLIER SHIPPER TO INDICATE ELLINGSON ACCEPTANCE. CONTACT ELLINGSON AT LEAST 48 HOURS PRIOR TO SHIPMENT FROM SUPPLIER FACILITY.
GTC - 17	GOVERNMENT SOURCE INSPECTION IS REQUIRED AT SUPPLIER FACILITY PRIOR TO SHIPMENT WHEN REQUESTED ON THE PURCHASE ORDER. SUPPLIER SHALL CONTACT ELLINGSON AND APPLICABLE GOVERNMENT REPRESENTATIVE TO ARRANGE FOR GOVERNMENT ACCEPTANCE PRIOR TO SHIPMENT FROM SUPPLIER FACILITY.
GTC - 18	TESTING RECORDS AND CERTIFICATES SHALL BE PROVIDED WHEN REQUESTED ON THE PURCHASE ORDER . .
GTC - 19	WHEN REQUESTED BY PURCHASE ORDER THE SUPPLIER SHALL PROVIDE AN INSPECTION REPORT (IR) IDENTIFYING ENGINEERING REQUIREMENTS AND ACTUALS. FORMAT WILL INCLUDE DESIGN CHARACTERISTICS INCLUDED IN AS9102 FAI DOCUMENTATION. USE OF SUPPLIER OR ELLINGSON FORM IS ACCEPTABLE IF ALL AS9102 ELEMENTS ARE INCLUDED ON REPORT. ONE COPY OF THE IR SHALL BE FURNISHED TO ELLINGSON REPRESENTING EACH PROCESSED LOT.
GTC - 20	WHEN REQUESTED BY PURCHASE ORDER THE SUPPLIER SHALL PERFORM 100% INSPECTION OF THE ELLINGSON NOTED CHARACTERISTICS. A RECORD OF THE INSPECTION RESULTS SHALL BE PROVIDED TO ELLINGSON. SAMPLING INSPECTION IS NOT ALLOWED UNLESS SPECIFIED BY ELLINGSON OR ITS CUSTOMERS.
GTC - 21	ANY RELATED REQUIREMENTS FOR APPROVAL OF PRODUCT, PROCEDURE, PROCESSES AND EQUIPMENT AS STATED BY THE PURCHASE ORDER.
GTC - 22	PRODUCT AND DOCUMENTS SHALL HAVE POSITIVE IDENTIFICATION RELATED TO THE PURCHASE ORDER SPECIFICATIONS, DRAWINGS, PROCESS REQUIREMENTS, INSPECTION INSTRUCTIONS AND OTHER RELEVANT TECHNICAL DATA.
GTC - 23	<b>FOD - IT IS THE RESPONSIBILITY OF THE SUPPLIER TO ASSURE THAT THE MATERIAL/PRODUCT WHICH IS PROCESSED AND DELIVERED TO ELLINGSON SHALL BE FREE OF ANY FOREIGN OBJECT DEBRIS RELATED TO THE SUPPLIER'S PROCESS(ES) AND/OR PACKAGING.</b>
GTC - 24	<b>ITAR - SHOULD THE PURCHASE ORDER INDICATE ITAR REQUIREMENTS, IT IS THE RESPONSIBILITY OF THE SUPPLIER, NOT ONLY TO COMPLY WITH SAID REQUIREMENTS, BUT TO FLOWDOWN THESE REQUIREMENTS TO ALL SUBTIER SUPPLIERS WHO ARE USED FOR MATERIALS AND/OR SERVICES INCORPORATED INTO THE CONTRACTED PRODUCT.</b>
GTC - 25	<b>DFAR - SHOULD THE PURCHASE ORDER INDICATE DFAR REQUIREMENTS, IT IS THE RESPONSIBILITY OF THE SUPPLIER, NOT ONLY TO COMPLY WITH SAID REQUIREMENTS, BUT TO FLOWDOWN THESE REQUIREMENTS TO ALL SUBTIER SUPPLIERS WHO ARE USED FOR MATERIALS AND/OR SERVICES INCORPORATED INTO THE CONTRACTED PRODUCT.</b>
GTC-26	<b>DRUG AND ALCOHOL TESTING/PREVENTION PROGRAM – THE RULES OF A DRUG AND ALCOHOL TESTING/PREVENTION PROGRAM APPLY TO THE SUPPLIER. IT IS THE RESPONSIBILITY OF THE SUPPLIER, NOT ONLY TO COMPLY WITH SAID REQUIREMENTS, BUT TO FLOWDOWN THESE REQUIREMENTS TO ALL SUBTIER SUPPLIERS WHO ARE USED FOR MATERIALS AND/OR SERVICES INCORPORATED INTO THE CONTRACTED PRODUCT</b>
GTC-27	SUPPLIER WILL NOT SUBLET ANY CONTRACT WORK WITHOUT ELLINGSON PRIOR APPROVAL.