

Standard Purchase Order Terms & Conditions

1. These Terms and Conditions shall be part of each order.
2. This order is not to be filled at a price higher than last charged or quoted unless so advised.
3. The Hohman Plating, LLC order number must be on the invoice, package and freight bill.
4. All shipments must be accompanied by packing slips that shows the order number and a brief description of the goods.
5. In consideration of the placed order, the Seller hereby agrees to protect and hold harmless the Buyer, its successors, assigns, customers and users, against any suits, and from all expense, damage, claims and demands arising through actual or alleged infringement of patent rights by reason of the manufacture, sale or use of goods, apparatus or material furnished by the Seller under the placed order.
6. The Seller agrees that all materials and services provided satisfy Governmental and safety constraints on restricted, toxic and hazardous materials, as well as, statutory and regulatory requirements, environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. (e.g., RoHS, REACH)
7. The Seller agrees that any subcontracting of work shall be approved by Hohman Plating, LLC in advance.
8. The Seller agrees, where applicable, that the Buyer, their customers, and regulatory agencies have the right to verify that their materials or services conform to specified requirements at the Seller's premises.
9. In the event the Seller discovers a nonconformance to the material or service to be provided, the Seller shall promptly advise Hohman Plating, LLC in writing of the nonconformance. Seller shall provide recommended disposition and technical justification. The notification shall be in sufficient detail such that Hohman Plating, LLC will be able to evaluate the full scope of the nonconformance and approve the Seller's recommended disposition or require alternative disposition of the Seller. No nonconforming material is to be shipped without the prior written approval from Hohman Plating, LLC a nonconformance is defined as one or more of the following:
 - a. Violation of Technical, Material or Customer requirement.
 - b. Violation of Seller's documents which have been approved by Hohman Plating, LLC
 - c. Nonconforming condition which cannot be corrected by continuation of the original manufacturing process.
 - d. The item does not conform to the original requirement even though it can be restored to a condition such that the capability of the item function is impaired.
 - e. Counterfeit and Product Substitution.
10. The Seller must have a process in place to prevent counterfeit parts.
 - a. Seller warrants and certifies that Goods delivered pursuant to this Agreement are not and do not contain any Counterfeit Goods.
 - b. Seller shall immediately notify Purchaser if it knows or suspects that it has provided Counterfeit Goods.
 - c. If Seller delivers Counterfeit Goods under this Agreement, Seller shall at its expense promptly replace them with genuine Goods. Seller shall be liable for all costs relating to the removal or replacement of Counterfeit Goods
11. The Seller must acknowledge acceptance of the purchase order within three business days from the date of the purchase order. In the absence of this acknowledgement of receipt, the start of the performance of the purchase order will be automatically considered to be an implicit acceptance of the terms of the purchase order.
12. The Seller shall deliver the goods or services to Buyer by appropriate conveyance no later than by the dates specified in the purchase order. If such dates are not acceptable to the Seller, the Seller shall notify the Buyer of an alternate delivery date

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and Nadcap accredited for AC7108 Chemical Processing and AC7109 Coatings.

prior to acceptance of the purchase order. In the case that such alternative dates are not acceptable to the Buyer, the Buyer reserves the right to cancel the purchase order.

13. The Seller's performance will be monitored by the Buyer for quality history (rejects, certification issues), delivery history, and premium/excessive freight charges. The Seller is required to have a minimum 98% on-time delivery score. Those that fall to an unsatisfactory level will have their performance reported by a supplier score card. If upon review the Seller cannot show improvement, they will be disqualified and removed from the Buyer's Approved Supplier List.
14. The Seller shall communicate the importance of ethical behavior to its employees as well as their contribution to product or service conformity and their contribution to product safety.
 - a. The Seller shall ensure that its employees are trained, competent, and qualified for the duties they are performing.
15. The Seller shall communicate by email for any formal requests, deviations, or corrective actions. For communication done over phone or in person, a summary shall be made via email if any decisions or agreements are made.
16. The Seller agrees to notify Hohman Plating, LLC of any change in product or processes offered, any change to the product or process which may deleteriously affect product quality, and any change in manufacturing location prior to implementation of the change and will obtain written approval from Hohman Plating, LLC
17. The Seller agrees to flow down to the supply chain all applicable regulatory and customer requirements.
18. Quality assurance records associated with this purchase order shall be retained for 55 years minimum. Such records may be disposed sooner only with written authorization from Hohman Plating, LLC Quality Assurance Dept.
19. Hohman Plating, LLC and its customers, designated representatives, or other parties authorized/delegated by Hohman Plating, LLC retain the right to access to the facilities of the Seller and Seller's sub-tier vendors as necessary to inspect the facilities, goods, materials, records and property related to the work performed under this purchase order to assure product quality.
20. Suppliers providing certified materials, processes, calibration services, or chemical/mechanical testing services are required to complete the Supplier Self-Audit Survey at least once every three years or provide evidence their Quality System has been accredited by a recognized third party accreditation program (e.g., Nadcap, ISO 9001). The Supplier Self-Audit Survey will be the method by which the supplier's methods, processes, and equipment will be approved. If design and development controls are to be provided by the seller the Supplier Self-Audit Survey will be the method used to approve these services.
 - a. Suppliers of aero engine goods or services must have an implemented quality management system which conforms to AS13100 requirements and shall notify the Hohman Plating, LLC of any significant change in QMS or business operations.
 - b. Suppliers of aero engine goods or services must have an implemented and effective FOD prevention program that meets the requirements of AS9146.
 - c. Suppliers providing product in the development stage for a process may be requested to provide test specimens for design approval, inspection/verification, investigation, or auditing.
21. All calibration companies sourced by Hohman Plating, LLC shall indicate the "As Found" and "As Left" values on testing certifications. Calibration companies shall be accredited to ISO 17025 or national equivalent.
22. Seller shall use statistical techniques for product acceptance and retain documented evidence of conforming product.

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23. Suppliers providing certified materials, processes, calibration services, or chemical/mechanical testing services are required to test, inspect, and verify that all requirements are met and conforming to the standards and P.O requirements. No product or service shall be released to the Buyer without meeting this requirement.
24. Seller, supplier, and subcontractor shall comply with all federal, state and local laws and regulations to the extent applicable to its operations including, but not limited to, the Equal Opportunity Clauses for minorities and females, covered veterans, and workers with disabilities, implementing E.O. 11246 and 41 C.F.R. 60-1.4, 60-2, 60-250, 60-300, and 60-741 respectively and such clauses are hereby incorporated by reference.
25. Suppliers shall not include any Conflict Minerals in products sold to Hohman Plating, LLC unless such Conflict Minerals either did not originate in Covered Countries or are DRC Conflict Free. Suppliers of products which contain Conflict Minerals shall provide Hohman Plating, LLC with a completed CMRT which covers all products supplied. The current revision of the CMRT shall be used and provided to Hohman Plating, LLC each year which product is supplied.
26. Federal Acquisition Regulations (“FAR”) and Department of Defense FAR Supplement (“DFARS”)
 - a. When the materials or products furnished are for use in connection with a U.S. Government or Department of Defense prime contract or subcontract, the following provisions shall apply. The effective version of each FAR or DFARS provision shall be the same version as that which appears in Buyer’s prime contract or higher tier subcontract under which this Purchase Order is a subcontract. In the event of a conflict between these FAR or DFARS provisions and the Standard Purchase Order Terms and Conditions, the FAR or DFARS provisions shall take precedence.
 - b. The following clauses set forth in the FAR and DFARS in effect as of the date of Hohman Plating, LLC’s prime contract or higher tier subcontract are incorporated herein by reference. In all clauses listed herein, the terms “Government”, “Contracting Office”, and “Contractor” shall be deemed revised to suitably identify the contracting parties herein and effect the proper intent of the provision except where further clarified or modified below. “Subcontractor,” however, shall mean “Seller’s Subcontractor” under the Purchase Order. The Seller, by signing its offer, hereby certifies compliance with the following clauses and is, therefore eligible for award.
 - i. FAR 52.222-21 Prohibition of Segregated Facilities
 - ii. FAR 52.222-50 Combatting Human Trafficking
 - iii. FAR 52.246-26 Reporting Nonconforming Items
 - iv. DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting
 - v. DFARS 252.225-7008 Restriction on Acquisition of Specialty Metals
 - vi. DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals

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