

Purchase Order Acceptance and Delivery

The vendor shall acknowledge the Order within 3 business days of the date of the Order. In the event Vendor fails to acknowledge, accept, or reject an order within such time, the Buyer/Planner will reach out to the supplier and request the order confirmation. If at any time Vendor has reason to believe that deliveries will not be made as confirmed, Vendor shall immediately give the Buyer written notice setting forth the causes of the anticipated delay and the revised shipping date.

Changes

No unauthorized deviations are allowed on Purchase Order instructions. All changes must be authorized in writing by the FELLFAB® Purchasing Department. FELLFAB® shall have the right to make changes in drawings, plans or specifications relating to articles on order or in the place of delivery of said articles and the Seller shall comply with such changes immediately upon notification thereof. If any such change causes any increase or decrease in the cost of said article an equitable adjustment shall be made between FELLFAB® and Seller and the Purchase Order shall be modified in writing accordingly. All claims for adjustments in prices resulting from such changes must be made within 30 days of notice.

Outsourcing

Any additional outsourcing on the order is restricted and any exceptions are to be communicated to FELLFAB® in writing by the Seller. When purchasing from their suppliers, it is the Seller's responsibility to communicate applicable requirements, controls, and flow down for customer requirements.

Specifications

Where the FELLFAB® purchase order specifies requirements such as and not limited to FAR25.853, the testing must be completed at an approved facility. All shipments must be accompanied by a signed Certificate of Compliance with the Test Data Report when requested on our PO.

Test Specimens

When requested, test specimens for design approval will be provided to FELLFAB®.

Assignment

Neither the purchase order nor any interest therein shall be assigned or transferred without prior written approval of FELLFAB®.

Material, Workmanship and Non-Conforming Product

The Seller shall obtain from FELLFAB® written approval for non-conforming product disposition before shipment is made, otherwise the Seller represents, warrants and guarantees that all article or materials delivered hereunder shall be free from defect, and that such articles or material when delivered will conform to specifications, drawings and specified. In addition, Seller shall preserve, package and pack material to prevent damage during shipment under normal environmental conditions and commercial modes of transportation. The supplier shall provide notification to FELLFAB® regarding non-conforming product shipped. In the event where the supplier intends to make any change in product content or manufacturing process (such as change of supplier or change of manufacturing location), FELLFAB® must be notified in writing and provide written approval before product is shipped. The warranties and guarantees here set forth and the service warranties of Seller apply to FELLFAB® and its customers.

Inspection

All material shall be received subject to FELLFAB® inspection and acceptance or rejection. In case any of the material is found to be defective or not in conformity with the requirements of this Purchase Order, FELLFAB® shall have the right to reject the same or require that such material be corrected or replaced promptly with satisfactory material. The Seller is responsible for all costs for the correction or replacement of the material. FELLFAB® may terminate the order because of default if required. Rejected or defective material not in accordance with FELLFAB® specifications will be held at FELLFAB® at Seller's risk for no more than 30 days at which time FELLFAB® may take action to dispose of. If Seller requests the material to be returned it will be returned at Seller's expense. Any material returned as defective shall be credited and any replacement will be sent against a new Purchase Order issued by

FELLFAB®. Payment for material received on the Purchase Order prior to inspection shall not constitute acceptance in the event nonconformance is discovered after payment.

Counterfeit

The vendor is responsible for the prevention, detection, and removal of counterfeit, fraudulent, product safety, and suspected items along with any foreign materials.

Inspection at Source

Material to be furnished on Purchase Orders shall be subject to inspection, and/or documented information by FELLFAB®, its representative, its customer or regulatory authorities who may inspect and evaluate Seller's plant, including but not limited to facilities, systems, equipment, testing data, personnel and all work in progress and completed goods without additional cost. Such inspection may be conducted at the Seller's supplier's facility if deemed necessary. Such inspections shall be deemed as preliminary only and all material ordered hereunder shall be subject to final inspection and acceptance in FELLFAB®'s plant.

Records

Seller agrees to maintain on its premises and make available for inspection by FELLFAB® at all reasonable times during business hours records for a minimum of 12 years pertaining to inspection certifications of material, test reports and qualification data applying to the Purchase Order and when requested by FELLFAB® to furnish copies thereof.

Quality System

The seller should show compliance or maintain a quality system with ISO9001, or AS9100 or other QMS appropriate. Where appropriate, Purchaser should have the right to audit product/process at Seller's premises.

Requirements for Qualification of Personnel

Employees performing work or services on FELLFAB® product must be qualified and competent to carry out the services requested on our purchase order. Training records or other acceptable evidence of qualifications must be available upon request.

Safety Data Sheets

Safety Data Sheets (SDS) must be provided prior to receipt of goods, for any hazardous materials on the Purchase Order. If MSDS has not been received, goods may be returned to the supplier at their expense.

Age Sensitive Material

Material certificate of conformance for age sensitive material shall contain the following as a minimum: date of manufacture, shelf life expiration and storage conditions to achieve shelf life. Shelf-Life information must be visible on all age sensitive products and meet a minimum of 75% of remaining shelf life at time of receipt of material.

Shipment and Delivery

Vendor shall notify Buyer of shipments one day before scheduled shipment and provide all shipping documentation and required certifications. All Goods shall be packed to ensure safe and proper transit and in accordance with all applicable laws and in adherence to the Purchase Order instructions. All carriers must comply with applicable local, Federal, and international laws and regulations.

Ethics Policy

All Vendors are expected to conduct themselves with personal integrity and demonstrate ethics, honesty and diligence in performing their duties for their organization.