

Additional Purchase Order Terms and Conditions

FM7.4.1-6 Rev. A 12/01/11

1. ACCEPTANCE-Acknowledge by return mail acceptance of this order by signing returning signed copy. Advise above delivery will accompanied, or state definitely best possible delivery which, unless otherwise notified, will be accepted by Buyer.
2. DELIVERY-Time is of the essence of this order and if delivery is not effected by the time promises, Buyer reserves the right to cancel or to purchase elsewhere, and charge Seller with any loss incurred unless otherwise agreed.
3. INVOICES-Must be rendered in duplicate for each order on date of shipment. If not received promptly invoice will be returned for re-dating.
4. PRICES-Goods on this order must not be billed at higher prices than last quoted or charged without Buyer's authority.
5. TERMS-To be as previously arranged or specified on this order.
6. QUANTITIES-Shipment must equal exact quantity ordered, unless otherwise agreed.
7. ORDERS-Make no deliveries on verbal orders except from Purchasing Department, and in no case except on an assigned Order Number. All matters pertaining to this order to be carried on with Purchasing Dept.
8. INSPECTION-All goods or services furnished on this order shall be subject to Buyer's inspection and acceptance within a reasonable time.
9. REJECTS-All rejected goods will be held at Seller's risk and expense, subject to Seller's prompt advice as to disposition. Unless otherwise arranged all rejected goods will be returned and charged back including all transportation and handling costs.
10. BUYER'S PROPERTY-Title to any and all property furnished by Buyer, at no charge, to Seller in connection with this order shall at all times vest in Buyer, and Seller assumes all liability for loss of or Seller's failure to return such property to Buyer upon request.
11. PATENTS- The Seller agrees to defend at its own expense and hold Precision Shapes, Inc., and dealers in and users of its good harmless from all claims arising out of alleged infringement of any patent on account of the manufacture, use or sale of any article furnished by the Seller under this order.
12. PAYMENTS-All cash discounts allowed are taken with dating starting as of receipt of invoice or of merchandise, whichever is later.
13. ENTRY- PSI retains right of entry for inspections of its products undergoing manufacturing or processing procedures. PSI's customers or other regulatory agency reserve the same right.

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14. Seller agrees to notify PSI of any nonconforming product.
15. Seller agrees to obtain PSI approval for any nonconforming product disposition.
16. Seller agrees to notify PSI of changes in product and/or process, to include changes of sub-tier suppliers.
17. Seller agrees to notify PSI of any changes to manufacturing facility location.
18. Seller agrees to flow down to their sub-tier suppliers for PSI purchase orders, all requirements including customer requirements as flowed to your organization from PSI.
19. Record retention requirements for PSI is 11 years minimum, from date of shipment. Written approval from PSI is required, before any records can be destroyed.

***** END *****